City of Stockton

City Council and Concurrent Authorities

Meeting Agenda - Final

City Council and Concurrent Authorities

Christina Fugazi, Mayor/Chair (At Large)
Jason Lee, Vice Mayor (District 6)
Michele Padilla (District 1)
Mariela Ponce (District 2)
Michael Blower (District 3)
Mario Enríquez (District 4)
Brando Villapudua (District 5)

Tuesday, July 15, 2025 **4:00 PM** **Council Chamber, City Hall, 425 N. El Dorado Street, Stockton CA**

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 25-0730 CONFERENCE WITH LABOR NEGOTIATOR

Recommended Action: Agency Designated Representative: Interim City Manager; Deputy City Manager Chad Reed; City Attorney; Director of Human Resources; Assistant Director of Human Resources; Jasmine Pantoja, Supervising HR Analyst; Maria Pina, Supervising HR Analyst; Brandon Sepulveda, Interim Budget Officer; and Legal Counsel, Dania Torres Wong of Sloan Sakai

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: Human Resources

3.2 25-0729 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Fire Captain Sean Caywood, (Workers' Compensation Appeals Board Case Nos. ADJ5585248; ADJ7867140; ADJ7390593 and

ADJ12707782)

Name of Case: Fire Captain Vidal Fortuna, (Workers' Compensation Appeals Board Case Nos. ADJ1842981, ADJ9085285, and ADJ9381665)

Name of Case: Police Officer Martin Gonzalez, (Workers' Compensation Appeals Board Case Nos. ADJ1842981, ADJ9085285, and ADJ9381665)

Name of Case: Fire Captain Jeffrey Young, (Workers' Compensation Appeals Board Case No. ADJ1270320)

This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code to discuss matters pertaining to existing litigation.

Department: Human Resources

3.3 25-0789 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Clerk

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

Department: None

3.4 25-0790 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Attorney

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

Department: None

3.5 25-0801 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: Interim City Manager

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

Department: None

3.6 25-0798 **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE**

Recommended Action: This Closed Session is authorized pursuant to Government Code Section 54957.

Department: None

3.7 25-0800 **PUBLIC EMPLOYEE APPOINTMENT**

Recommended Action: This Closed Session is authorized pursuant to Government Code section 54957.
Title: City Manager

Department: None

4. CLOSED SESSION PUBLIC COMMENT*

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 25-0769 **APPROVAL OF CITY COUNCIL MINUTES**

Recommended Action: RECOMMENDATION

Approve the minutes from the City Council meeting of April 29, 2025, May 13, 2025, June 2, 2025, June 3, 2025, June 4, 2025, June 5, 2025, and June 24, 2025

Department: City Clerk

Attachments: Attachment A – 2025-04-29
Attachment B - 2025-05-13
Attachment C - 2025-06-02
Attachment D - 2025-06-03
Attachment E - 2025-06-04
Attachment F - 2025-06-05
Attachment G - 2025-06-24

12.2 25-0747 **APPOINTMENTS TO THE CLIMATE ACTION PLAN ADVISORY COMMITTEE**

Recommended Action: RECOMMENDATION

Adopt a resolution appointing the Mayor's seven recommended community members to serve on the seven-member Climate Action Plan Advisory Committee for four-year terms effective immediately and ending January 31, 2029.

Department: City Clerk

Attachments: Attachment A - Resolution 2013-09-24-1210

Attachment B - Redacted Applications

12.3 25-0619 ADOPTION OF PROPOSED COUNCIL POLICY MANUAL CHAPTER 2.09 - PUBLIC RECORDS REQUESTS

Recommended Action: RECOMMENDATION

Staff recommends that the City Council adopt by resolution the proposed Council Policy Manual (CPM) Chapter 2.09 - Public Records Requests.

Department: City Clerk

Attachments: Attachment A - Administrative Directive LAW - 02

Attachment B - Draft CPM Chapter 2.09

Proposed Resolution

Exhibit 1

12.4 25-0752 ADOPT A RESOLUTION APPOINTING A MEMBER OF THE MEASURE A CITIZENS' ADVISORY COMMITTEE

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution ratifying the appointment of Duwayne Chavez to the Measure A Citizens' Advisory Committee for a term beginning immediately upon appointment and ending January 31, 2029.

Department: City Clerk

Attachments: Attachment A - Redacted Application

Proposed Resolution

12.5 25-0770 APPROVE A MOTION TO ENTER INTO AN AGREEMENT FOR A ONE-TIME GENERAL FUND TRANSFER OF FUNDS TO GOSPEL CENTER RESCUE MISSION IN THE AMOUNT OF $150,000

Recommended Action: RECOMMENDATION

It is recommended that City Council approve by motion an agreement with Gospel Center Rescue Mission Inc. for a one-time transfer of funds in the amount of $150,000 from the City Council's Fiscal Year 2023-24 Year-End Discretionary fund.

It is also recommended that the motion authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the motion.

Department: City Manager

Attachments: Attachment A – Resolution 2025-04-15-1501

Attachment B - Agreement with Gospel Center Rescue Mission

12.6 25-0692 RESOLUTION APPOINTING MIKAELA CABANG TO THE STOCKTON ARTS COMMISSION AS YOUTH ARTS COMMISSIONER

Recommended Action: RECOMMENDATION

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

1. Appoint Mikaela Cabang to the Stockton Arts Commission as the Youth Arts Commissioner for a one-year term beginning immediately and ending June 30, 2026.

2. Authorize the City Manager to take whatever actions are appropriate and necessary to carry out the purpose and intent of this Resolution.

Department: Community Services

Attachments: Attachment A - Redacted Applications

Proposed Resolution

12.7 25-0713 ADOPT A RESOLUTION AUTHORIZING THE ACCEPTANCE, APPROPRIATION, AND BUDGETING OF GRANT FUNDING FROM THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS UNDER THE WATERWAY CONNECTIONS INITIATIVE GRANT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing the City Manager, or designee, to accept and appropriate the grant award, conduct all negotiations, sign and submit all documents including applications, agreements, amendments, and payment requests, and make all necessary and appropriate actions in compliance with the grant terms and provisions of the State of California Division of Boating and Waterways funding;

2. Authorizing the filing of an appropriate environmental review under the California Environmental Quality Act (CEQA) by December 31, 2025; and

3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Department: Economic Development

Attachments: Attachment A - Louis Park Boat Launch Rendering
Attachment B - Resolution 2024-12-03-1210
Attachment C - CEQA Louis Park Boating Facilities Grant
Proposed Resolution - DBAW Boat Launch
Exhibit 1 - Louis Park WCI Award Letter
Exhibit 2 - Louis Park WCI Standard Agreement

12.8 25-0262 **ADOPT A RESOLUTION TO ALLOCATE GRANT FUNDING FROM THE HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM TO PERMANENT AND INTERIM HOUSING PROJECTS AND APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDING FROM HHAP ROUND 6**

Recommended Action: RECOMMENDATION

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

1. Approve and allocate the following HHAP recommendations for funding in the total of $3,886,680, which includes the following 5 projects:

* $409,010.00 to Children's Home of Stockton for the Catalyst Project.

* $409,010.00 to Lutheran Social Services of Stockton for Project Hope.

* $409,010.00 to PREVAIL of Stockton for the Propel Project.

* $1,244,210.00 to St. Mary's Community Services for Pathways Neighborhood.

* $1,415,440.00 to Delta Community Developers Corp. for Harding Way Apartments.

2. Authorize staff to apply for, accept, and appropriate grant funding for Round 6 of the Homeless Housing, Assistance and Prevention Grant Program.

3. Authorize the City Manager, or designee, to enter into and execute any associated documents and take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Economic Development

Attachments: Attachment A - Resolution 2022-06-21-1203
Attachment B - Approved Motion 2022-11-15-1602
Attachment C - HHAP Project Recommendations
Attachment D - Regional Goals
Attachment E - HHAP Funding and Expenditure Timelines
Proposed Resolution

12.9 25-0719 **AUTHORIZE A COOPERATIVE PURCHASING AGREEMENT WITH**

BENCHMARK SOLUTIONS LLC FOR PREDICTIVE ANALYTICS SERVICES

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code 3.68.070 in support of an exception to the competitive bidding process.

2. Authorize the City Manager to enter into a Cooperative Purchasing Agreement with Benchmark Solutions LLC (Attachment A - PRISM MSA), for an annual not-to-exceed amount of $120,960.

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

Department: Human Resources

Attachments: Attachment A - PRISM MSA

Proposed Resolution

12.10 25-0683 **APPROVE MOTION TO AMEND COOPERATIVE AGREEMENT WITH ROBERT HALF, INC.**

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code 3.68.070 in support of an exception to the competitive bidding process.

2. Authorize City Manager to extend Cooperative/Piggyback Agreement, Contract No. 21-1160-6025, with Robert Half, Inc., to provide temporary support services, in the total not to exceed amount of $400,000.

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 motion.

Department: Human Resources

Attachments: Attachment A – Amendment 1 to the Agreement with Robert Half Inc.

Attachment B – Agreement with Robert Half Inc.

Proposed Resolution

12.11 25-0693 **APPROVE FINDINGS AND AWARD A CONTRACT TO VERDANTAS INC. TO COMPLETE AN URBAN WATER MANAGEMENT PLAN**

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

2. Award a two-year contract to Verdantas Inc. in the amount of $104,467 to complete an Urban Water Management Plan to satisfy all Department of Water Resources (DWR) requirements.

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: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - Contract

12.12 25-0554 **APPROVE FINDINGS AND AWARD A CONTRACT TO VERDANTAS INC. TO COMPLETE A WATERSHED SANITARY SURVEY FOR THE WATER UTILITY**

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

2. Award a two-year contract to Verdantas Inc. in the amount of $103,257, to complete a Watershed Sanitary Survey to satisfy the California Surface Water Treatment Rule requirements. (Exhibit 1 to the Resolution).

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: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - Contract

12.13 25-0632 **APPROVE FINDINGS AND AWARD AN ENGINEERING SERVICES CONTRACT TO CAROLLO ENGINEERS, INC. FOR THE WESTSIDE SEWER INTERCEPTOR CONDITION ASSESSMENT (UW20018)**

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070, which support and justify an exception to the competitive bidding process.

2. Authorize a Professional Engineering Services Contract in the amount of $183,124 with Carollo Engineers, Inc. of Sacramento, CA, to perform a condition assessment of the Westside Sewer Interceptor. (Exhibit 1 to the Resolution).

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: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - Contract

12.14 25-0634 **APPROVE MOTION TO EXECUTE A TWO-YEAR COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT WITH UP TO TWO (2) ADDITIONAL YEARS OPTION TO EXTEND WITH REGION 4 EDUCATION SERVICE CENTER (ESC) FOR PEREGRINE IN AN AMOUNT NOT TO EXCEED $467,000**

Recommended Action: RECOMMENDATION

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

1. Authorize the City Manager to execute a two (2) year Cooperative/Piggyback Purchase Agreement with an option to extend for up to two (2) additional years between the City of Stockton and Peregrine for a real-time data visualization platform to integrate a broad range of current and evolving technologies, not to exceed $467,000.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Department: Police

Attachments: Attachment A - Carahsoft Cooperative Agreement

12.15 25-0620 **APPROVE MOTION TO EXECUTE AN AMENDMENT TO THE STANDARD AGREEMENT WITH KRUEG THERAPY SERVICES, INC. IN THE AMOUNT OF $108,700**

Recommended Action: RECOMMENDATION

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

1. Authorize the City Manager to approve Amendment No. 1 with Krueg Therapy Services (Krueg), in the amount of $108,700; and

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Department: Police

Attachments: Attachment A - Krueg Therapy Services Amendment 1

Attachment B - Krueg Therapy Services Standard Agreement

12.16 25-0670 ADOPT A RESOLUTION AND RATIFY THE EMERGENCY CONSTRUCTION CONTRACT FOR THE WEBER POINT EVENT CENTER FOUNTAIN REPAIRS PROJECT

Recommended Action: RECOMMENDATION

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

1. Appropriate funds in the amount of $260,182 from Fiscal Year 2022-23 Discretionary Projects Contingency Funds to the Parks Special Services Operating Account.

2. Approve Notice of Exemption No. NOE28-25 under the California Environmental Quality Act for the Weber Point Event Center Fountain Repairs, Project No. OM-25-130.

3. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

4. Approve findings and ratify the City Manager's approval to execute an Emergency Construction Contract to Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the Weber Point Event Center Fountain Repairs, Project No. OM-25-130.

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: Proposed Resolution

Exhibit 1 - NOE28-25

Exhibit 2 - Executed Contract

12.17 25-0572 ADOPT RESOLUTION TO AUTHORIZE THE MATTIE HARRELL

PLAYGROUND REPLACEMENT PROJECT

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Approve Notice of Exemption No. NOE21-25 under the California Environmental Quality Act for the Mattie Harrell Playground Replacement, Project No. WP24045.

3. Approve the plans and specifications for the Mattie Harrell Playground Replacement, Project No. WP24045.

4. Award a Construction Contract in the amount of $387,868.75 to Ross Recreation Equipment Company, Inc. of Santa Rosa, CA, for the Mattie Harrell Playground Replacement, Project No. WP24045.

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

Attachment B - Plans and Specifications

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

12.18 25-0278 APPROVE MOTION TO AUTHORIZE THE WATER PIPELINE UPSIZING - PRIORITY 1 AND 2 PROJECTS

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Award a Professional Services Contract to West Yost Associates, Inc. of Davis, CA, in the amount of $994,984, for design of the Water Pipeline Upsizing - Priority 1 and 2, Project Nos. UH22006 and UH22007.

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 motion.

Department: Public Works

Attachments: Attachment A - Vicinity Map and List of Locations

Attachment B - Professional Services Contract

12.19 25-0551 **ADOPT RESOLUTION TO AUTHORIZE THE SOUTH TUXEDO AVENUE SEWER TRUNK REHABILITATION PROJECT**

Recommended Action: RECOMMENDATION

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

1. Approve Notice of Exemption No. NOE17-23 under the California Environmental Quality Act for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

2. Approve the plans and specifications for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

3. Award a Construction Contract in the amount of $991,570 to Insituform Technologies, LLC of Chesterfield, MO, for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

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

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

15.1 25-0674 **COMMUNITY WELL-BEING PROJECT UPDATES: MOBILE COMMUNITY RESPONSE TEAM, OPIOID SETTLEMENT AGREEMENTS, AND CARE SOLACE COORDINATION HUB SERVICES**

Recommended Action: RECOMMENDATION

Informational only; no action to be taken.

Department: City Manager

Attachments: PPT - 15.1 - Community Well-Being Project Update

15.2 25-0721 **AUTHORIZE APPROVAL OF FINDINGS AND RATIFY FINAL EXPENSES FOR THE SALVAGE AND DISPOSAL OF THE DERELICT MOTOR VESSEL AURORA**

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

2. Ratify the final expenses in the amount of $8,290,874.96 to Lind Marine of Vallejo, California, and associated contractors, for all costs related to the salvage and disposal of the derelict, motor vessel (M/V) Aurora.

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: Municipal Utilities

Attachments: Proposed Resolution - Aurora Ratification 062225

PPT - 15.2 - Final Expenses for the Salvage and Disposal of Aurora

15.3 25-0793 **COUNCIL DISCUSSION REGARDING THE CREATION AND DISSOLUTION OF THE AD HOC COMMITTEE FOR CITY MANAGER SELECTION**

Recommended Action: RECOMMENDATION

Informational item only. This is a City Council initiated discussion regarding the creation and dissolution of the Ad Hoc Committee for City Manager Selection.

Department: City Attorney

Attachments: Attachment A - Resolution 2025-02-04-1505

Attachment B - Recruitment Contract.pdf

16. HEARINGS**

16.1 25-0664 **ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND AN ORDINANCE FOR THE PREZONING OF 6505 SOUTH MCKINLEY AVENUE (APN 193-020-34) TO INDUSTRIAL, LIMITED (IL) ZONING FOR THE PURPOSES OF FUTURE INDUSTRIAL DEVELOPMENT (APPLICATION NO. P23-0125)**

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

1. Adopt a Resolution certifying a Mitigated Negative Declaration for the Project; and

2. Adopt an Ordinance for the Prezoning of Assessor Parcel Number 193-020-34 to Industrial, Limited (IL), and

3. Adopt a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission; and

4. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the approved resolutions and ordinance.

Department: Community Development

Attachments:
Attachment A - Location Map and Aerial Photo
Attachment B - Zoning Map
Attachment C - General Plan Land Use Map
Attachment D - Conceptual Project Plans
Attachment E - Annexation Map
Attachment F - Prezoning Description
Proposed Resolution - Mitigated Negative Declaration
Exhibit 1 - Mitigated Negative Declaration
Proposed Ordinance
Exhibit 1 - Prezoning Map
Proposed Resolution - Annexation
Exhibit 1 - City Services Plan
Exhibit 2 - Annexation Map
PPT - 16.1 - McKinley Avenue

16.2 25-0384 **REQUEST FOR ANNEXATION AND PREZONING FOR A PROPOSED 217 LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT (MURRAY RANCH) AT 2560 HALL AVENUE (APNS 173-030-110 & 173-040-750) (P23-0346)**

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

1. Find no further environmental review is necessary under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning);

2. Adopt an ordinance for the Prezoning of APNs 173-030-11 and 173-040-75 to Residential, Low (RL),

3. Adopt a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission; and

4. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the approved resolutions and ordinances.

Department: Community Development

Attachments:
Attachment A - Location Map and Aerial Photo
Attachment B - General Plan Land Use Map
Attachment C - Zoning Map
Attachment D - Annexation Map
Attachment E - Prezoning Description and Map
Prezone Ordinance
Exhibit 1 - Prezone Map
Proposed Resolution - Annexation
Exhibit 1 - Murray Ranch City Services Plan
Exhibit 2 - Prezoning Map
PPT - 16.2 - Murray Ranch

17. CITY MANAGER'S UPDATE

18. COUNCIL COMMENTS

19. ADJOURNMENT

INFORMATIONAL ITEMS

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 July 10, 2025 in compliance with the Brown Act.

Katherine Roland, CMC, CPMC
City Clerk

By: _____

Deputy

PUBLIC COMMENTS
**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. The time limit for public comment is four (4) minutes and remains at the discretion of the presiding officer and changes shall be set at the start of the meeting. 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.*

The City of Stockton invites public comments in multiple forms. You provide your comments by using one of these methods:

1. Email - you may email your comments to publiccomment@stocktonca.gov
2. Voicemail - you can leave a voice message by dialing (209) 937-8459.
3. In-Person Comments - a) Speakers must submit "request to speak cards" to the Clerk prior to the Public Comment portion of the agenda. No speaker cards will be accepted after the close of Public Comment. b) Address only issues over which the meeting body has jurisdiction. c) The time limit for public comment is at the discretion of the presiding officer and shall be set at the start of the meeting. Donating time is not authorized. d) Your time will be displayed on the speaker podium for convenience.

**All written and voicemail public comments received by the Clerk's Office 90 minutes prior to the meeting start time will be forwarded to the meeting body members as correspondence and attached to the minutes. All comments received after that time will be forwarded as correspondence the following business day. Written and voicemail comments will not be read into the record.*

Council Policy Manual Chapter 4.07 DECORUM
§ 4.07.010 Policy.

1) COUNCILMEMBERS
The City Council will practice civility and decorum in their discussions and debate. Councilmembers will value each other's time and will preserve order and decorum. A member shall neither, by conversation or otherwise, delay or interrupt the proceedings of the Council, use personal, impertinent or slanderous remarks, nor disturb any other member while that member is speaking or refuse to obey the orders of the presiding officer or the Council, except as otherwise provided herein.
A) All Councilmembers have the opportunity to speak and agree to disagree but no Councilmember shall speak twice on any given subject unless all other Councilmembers have been given the opportunity to speak.
B) The Mayor has the affirmative duty to maintain order. The City Council will honor the role of the Mayor in maintaining order. If a Councilmember believes the Mayor is not maintaining order, the Councilmember may move that the Vice-Mayor enforce the rules of decorum and otherwise maintain order. If that motion receives a second and is approved by a Council majority, the Vice-Mayor shall enforce the rules of decorum and maintain order.
C) Any Councilmember who violates the rules repeatedly shall be sanctioned by the City Council, including, but not limited to, barring the Councilmember from further participation (other than voting) on the subject.

2) PERSONS ADDRESSING THE CITY COUNCIL
Persons addressing the Council shall not make personal, impertinent, unduly repetitive, slanderous or profane remarks to the Council, any member of the Council, City staff or the general public, nor utter loud, threatening, personal or abusive language, nor engage in any other conduct that disrupts, disturbs or otherwise unreasonably impedes the orderly conduct of the Council meeting. Any person who makes such remarks, who utters loud, threatening, personal or abusive language, who is unduly repetitious or engages in extended discussion of irrelevancies, or who engages in any disorderly conduct that disrupts, disturbs or otherwise unreasonably impedes the orderly conduct of any Council meeting shall, at the discretion of the presiding officer or a majority of the Council, be barred from further audience before the Council during that meeting.

3) ENFORCEMENT
The rules of decorum set forth above shall be enforced in the following manner:
Warning. The presiding officer shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer shall order him or her to leave the Council meeting. If such person does not remove himself or herself, the presiding officer may order any law enforcement officer who is on duty at the meeting to remove that person from the Council Chambers.

4) RULES PERTAINING TO SIGNS, OBJECTS, SYMBOLIC MATERIALS, AND FIRE SAFETY WITHIN THE COUNCIL CHAMBERS DURING COUNCIL MEETINGS
A) Objects and symbolic materials such as signs which do not have sticks attached or otherwise create any fire or safety hazards will be allowed within the Council Chamber during Council meetings provided that they are not so large as to infringe upon the space of those in adjacent areas, and are no wider on their longest side than the audience chairs.
B) Persons with objects and symbolic materials such as signs must remain seated when displaying them except when making an oral presentation to the Council and must not raise them above shoulder level or otherwise use them to obstruct vision or passage or disturb the conduct of the Council meeting. Such materials may not be placed on or against the walls, doors or furniture or in the aisles.
C) Exits shall not be obstructed in any manner. Obstructions, including storage, shall not be placed in aisles or other exit ways. Hand carried items must be stored so that such items do not inhibit passage in aisles or other exit ways.
D) Exit ways shall not be used in any way that will present a hazardous condition.
E) Overcrowding and admittance of persons beyond the approved capacity of a place of assembly are prohibited.
F) The Fire Marshal may establish designated areas for media equipment.

5) PERSONS AUTHORIZED WITHIN RAIL

No person except City officials and City staff shall be permitted within the rail in front of the City Council dais without the express consent of the presiding officer.

File #: 25-0730, **Version:** 1

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Interim City Manager; Deputy City Manager Chad Reed; City Attorney; Director of Human Resources; Assistant Director of Human Resources; Jasmine Pantoja, Supervising HR Analyst; Maria Pina, Supervising HR Analyst; Brandon Sepulveda, Interim Budget Officer; and Legal Counsel, Dania Torres Wong of Sloan Sakai

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.

File #: 25-0729, **Version:** 1

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Fire Captain Sean Caywood, (Workers' Compensation Appeals Board Case Nos. ADJ5585248; ADJ7867140; ADJ7390593 and ADJ12707782)

Name of Case: Fire Captain Vidal Fortuna, (Workers' Compensation Appeals Board Case Nos. ADJ1842981, ADJ9085285, and ADJ9381665)

Name of Case: Police Officer Martin Gonzalez, (Workers' Compensation Appeals Board Case Nos. ADJ1842981, ADJ9085285, and ADJ9381665)

Name of Case: Fire Captain Jeffrey Young, (Workers' Compensation Appeals Board Case No. ADJ1270320)

This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code to discuss matters pertaining to existing litigation.

File #: 25-0789, **Version:** 1

PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

City Clerk

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

File #: 25-0790, **Version:** 1

PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

City Attorney

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

File #: 25-0801, **Version:** 1

PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Interim City Manager

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

File #: 25-0798, **Version:** 1

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE

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

File #: 25-0800, **Version:** 1

PUBLIC EMPLOYEE APPOINTMENT

This Closed Session is authorized pursuant to Government Code section 54957.
Title: City Manager

File #: 25-0769, **Version:** 1

APPROVAL OF CITY COUNCIL MINUTES

RECOMMENDATION

Approve the minutes from the City Council meeting of April 29, 2025, May 13, 2025, June 2, 2025, June 3, 2025, June 4, 2025, June 5, 2025, and June 24, 2025

Attachment A - 2025-04-29
Attachment B - 2025-05-13
Attachment C - 2025-06-02
Attachment D - 2025-06-03
Attachment E - 2025-06-04
Attachment F - 2025-06-05
Attachment G - 2025-06-24

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT MEETING OF APRIL 29, 2025

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

1. CLOSED SESSION CALL TO ORDER/ROLL CALL - 4:00 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Michele Padilla
Mariela Ponce
Mario Enríquez
Jason Lee

2. ADDITIONS TO CLOSED SESSION AGENDA

None

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 25-0512 CONFERENCE WITH LABOR NEGOTIATOR

Legislation Text

3.2 25-0514 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Number of Cases: One Name of Case: Daniel Hendrickson v. City of Stockton, et al. (San Joaquin County Superior Court Case No. STK-CV-UPI-2023-4077) This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code to discuss matters pertaining to existing litigation.

Legislation Text

4. CLOSED SESSION PUBLIC COMMENT

None

5. RECESS TO CLOSED SESSION - 4:01 PM

The Council recessed to Closed Session at 4:01 PM. The Council returned from Closed Session and adjourned at 5:15 PM

6. REGULAR SESSION CALL TO ORDER/ROLL CALL - 5:45 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Michele Padilla
Mariela Ponce
Mario Enríquez
Jason Lee

7. INVOCATION/PLEDGE TO FLAG

The Invocation was given by Pastor Derick Ellison from The Bridge at Stockton and the Pledge of Allegiance was led by Velinda M. Ramirez Merino

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

Lori Asuncion, City Attorney reported their was none

9. ADDITIONS TO REGULAR SESSION AGENDA

None

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 25-0430 PROCLAMATION: BUILDING SAFETY MONTH

Legislation Text

Recipients: Stephanie Ocasio, Community Development Director and Josh Swager, Chief Building Official

Stephanie Ocasio, Community Development Director - thanked Mayor and Council, importance of building safety

Josh Swager, Chief Building Official - thanked Mayor Council, safe and resilient buildings, recognized staff

10.2 25-0492 PROCLAMATION: MUNICIPAL CLERKS WEEK - MAY 4 THROUGH MAY 10, 2025

Legislation Text

Recipients: City Clerk Office

Katherine Roland, City Clerk - Office of the City Clerk duties and functions

10.3 25-0406 PROCLAMATION: YOUTH VIOLENCE PREVENTION WEEK

Legislation Text

Recipients: Office of Violence Prevention Department

Lora Larson, Office Violence Prevention Director - acknowledging Youth Violence Prevention Week, thanked present collaboration partners

Barbarba, Public Health Services - environment shaping youth

RC Thompson, Reinvent South Stockton Collation, Executive Director - thanked Councilmembers, maintaining City safety

11. PUBLIC COMMENTS - MATTERS NOT ON THE AGENDA

Approve **Motion 2025-04-29-1100** moving public comments to end the meeting

Moved by: Jason Lee. Motion did not receive a second and it was lost.

Nancy Lamb - Homeless Pilot Program, Inner City Action

Dan Richardson - vendors in the City of Stockton, guidelines following state

Maria Alvarado - Visionary Home Builders, affordable housing

Zoyla Moreno - immigration; District 6, gym, Sikh community, gazebo, homeless on the levy

Julie Dunning - street vendors

Cynthia Gail Boyd - Easter Sunday; enforcement of Stockton Ordinance

Melissa Destarae - Tuleburg Press, multicultural day, earth day, publishing work, literary arts programs throughout San Joaquin County

Rosa Mesa - Visionary Home Builders, transparency, affordable housing

Romana Vance - Bread of Life

Bayardo Ramirez - Cares Program

Alyssa Leiva - police, sheriff department

Alberto Gonzalez - change within the city; Care Program, low rider show bridge, Cinco De Mayo Parade

Pat Barrett - Community Development Committee budget, grants

RC Thompson - homeless pilot plan

James Hill - homelessness, Ad Hoc for Homelessness, postpone homeless pilot program

Council Correspondence - Public Comment

12. CONSENT AGENDA

Approve the Consent agenda with a single vote save for item 12.4, 12.9, 12.10 which was considered separately

Moved by: Michael Blower, seconded by Brando Villapudua.
Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.1 25-0467 APPROVAL OF CITY COUNCIL MINUTES

Motion 2025-04-29-1201 approving the minutes from the City Council meetings of March 17, 2025, March 18, 2025, and April 1, 2025

Legislation Text

Attachment A - 2025-03-17

Attachment B - 2025-03-18

Attachment C - 2025-04-01 special

Attachment D - 2025-04-01

12.2 25-0414 ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION AGREEMENT, ACCEPTING ON BEHALF OF THE PUBLIC ALL OFFERS OF DEDICATION, AND AUTHORIZING RECORDATION OF PARCEL MAP COS 21-03

Resolution 2025-04-29-1202:

1. Authorizing the City Manager to execute the Subdivision Agreement for Parcel Map COS 21-03

2. Approving, accepting on behalf of the public all offers of dedication, and authorizing the City Clerk to sign and record the fully executed Parcel Map COS 21-03

3. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Map Agreement

Exhibit 2 - Parcel Map

Approved Resolution 2025-04-29-1202

12.3 25-0322 ADOPT A RESOLUTION APPROVING A FINAL MAP AND SUBDIVISION AGREEMENT FOR CANNERY PARK, UNIT NO. 13 (VILLAGE H) TRACT NO. 4208 PROJECT

Resolution 2025-04-29-1203:

1. Approving the Final Map for Cannery Park, Unit No. 13 (Village H), Tract No. 4208

2. Authorizing the City Manager to execute the subdivision agreement, accept on behalf of the public all offers of dedication, and record the final map for Cannery Park, Unit No. 13 (Village H), Tract No. 4208

3. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Legislation Text

Attachment A - Vicinity Map

Resolution - Cannery Park Unit 13

Exhibit 1 - Map Agreement - Cannery Park Unit 13

Exhibit 2 - Final Map - Cannery Park Unit 13

Approved Resolution 2025-04-29-1203

12.4 25-0187 ADOPT A RESOLUTION TO APPROVE THE STOCKTON TOURISM BUSINESS IMPROVEMENT DISTRICT 2024 ANNUAL REPORT AND PROPOSED 2025 OPERATING BUDGET AND SERVICE PLAN

Legislation Text

Attachment A - Resolution No 10-0406

Attachment B - Resolution No 2014-11-04-1601-01

Attachment C - Resolution No 2024-11-19-1601-02

Proposed Resolution - STBID 24 Report and 25 Budget

Exhibit 1 - VS Annual Report 2024

Exhibit 2 - VS Budget Overview 2025

Approved Resolution 2025-04-29-1204

Approve **Resolution 2025-04-29-1204**:

1. Approving the 2024 Annual Report for the Stockton Tourism Business Improvement District

2. Approving the Proposed 2025 Operating Budget, Service Plan, and Assessment for the Stockton Tourism Business Improvement District

3. Authorizing the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose of this resolution.

Moved by: Jason Lee, seconded by Michael Blower.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.5 25-0266 ADOPT A RESOLUTION TO DE-OBLIGATE HOME ENTITLEMENT FUNDS FROM THE LA PASSEGGIATA APARTMENTS PROJECT AND ALLOCATE $2.1 MILLION DOLLARS FROM THE LOW-MODERATE-INCOME HOUSING FUND BALANCE TO THE PROJECT

Resolution 2025-04-29-1205:

1. Approving the de-obligation of $600,000 awarded by Council on June 22, 2021 (Attachment A- Resolution 2021-06-22-1502), of HOME Investment Partnerships Program Entitlement funds from the La Passeggiata Apartments project

2. Approving the allocation of $2,100,000 of Low-Moderate-Income Housing (LMIHF) funds from the LMIHF fund balance to the La Passeggiata Apartments project

3. Authorizing the City Manager, or designee, to take actions that are necessary and appropriate to carry out the purpose and intent of the resolution, including the execution of loan documents and the reallocation of funding sources.

Legislation Text

Attachment A - Resolution 2021-06-22-1502

Proposed Resolution

Approved Resolution 2025-04-29-1205

12.6 25-0428 AUTHORIZE AN AGREEMENT WITH AMERINAT FOR LOAN PORTFOLIO MANAGEMENT SERVICES FOR THE CITY OF STOCKTON

Motion 2025-04-29-1206:

1. Approving an agreement with AmeriNat for loan portfolio management services, including loan servicing, compliance monitoring, and reporting, to ensure efficient management of the City's loan programs, for a period of three years, with options to extend for up to an additional two years, with a not-to-exceed amount of $350,000.00

2. Authorizing the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of the motion.

Legislation Text

Attachment A- Standard Agreement

12.7 25-0323 ADOPT A RESOLUTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 4 WITH SORACCO INC. FOR ON-CALL UTILITY REPAIR SERVICES FOR CITYWIDE WASTEWATER COLLECTION AND WATER DISTRIBUTION SYSTEMS

Resolution 2025-04-29-1207 authorizing Contract Change Order (CCO) No. 4 with Soracco Inc., for Municipal Utilities Department (MUD) Collection and Water Distribution System services to extend and fund the existing contract for an additional two (2) years in the amount of $6,470,000 for a total contract not-to-exceed amount of $14,700,000.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Proposed Resolution

Exhibit 1 - Amendment 4

Approved Resolution 2025-04-29-1207

12.8 25-0358 APPROVE MOTION TO AUTHORIZE BALANCING CONTRACT CHANGE ORDER NO. 4 FOR THE CALIFORNIA STREET ROAD DIET PROJECT

Motion 2025-04-29-1208 authorizing Balancing Contract Change Order No. 4, in the amount of $310,846.26, with George Reed, Inc., for the California Street Road Diet, Project No. WT18005/Federal Project No. ATPSB1L-5008(194).

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Vicinity Map

Attachment B - Balancing CCO No. 4

12.10 25-0280 ADOPT RESOLUTION TO AUTHORIZE THE OAK PARK LITTLE LEAGUE PARKING LOT RESURFACING PROJECT

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

Approved Resolution 2025-04-29-1210

Council Correspondence - Public Comment

Approve **Resolution 2025-04-29-1210**:

1. Approving Notice of Exemption No. NOE02-25 under the California Environmental Quality Act for the Oak Park Little League Parking Lot Resurfacing, Project No. WP24044.

2. Approving the plans and specifications for the Oak Park Little League Parking Lot Resurfacing, Project No. WP24044.

3. Awarding a Construction Contract in the amount of $133,250 to Consolidated Engineering, Inc. of Valley Springs, CA, for the Oak Park Little League Parking Lot Resurfacing, Project No. WP24044.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Mario Enríquez, seconded by Jason Lee.
Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.9 25-0207 APPROVE MOTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR THE CIVIC AUDITORIUM ASSESSMENT PROJECT

Legislation Text

Attachment A - Vicinity Map

Attachment B - Professional Services Contract

Approve **Motion 2025-04-29-1209**:

1. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Awarding a Professional Services Contract to Page and Turnbull, Inc. of San Francisco, CA, in the amount of $312,167 for professional services of the Civic Auditorium Assessment, Project No. WT24035.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Moved by: Michael Blower, seconded by Jason Lee.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.11 25-0295 ADOPT RESOLUTION TO AUTHORIZE THE REPAIR OF STREET LIGHTS OUT

Resolution 2025-04-29-1211:

1. Transferring funds in the amount of $400,000 from the Light Up Stockton, Project No. WD25046 to the Repair of Street Lights Out, Project No. WD25047.

2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Approving Notice of Exemption No. NOE22-25 under the California Environmental Quality Act for the Repair of Street Lights Out, Project No. WD25047.

4. Awarding a Service Contract in the amount not to exceed $400,000 to St. Francis Electric, LLC of San Leandro, CA, for Repair of Street Lights Out, Project No. WD25047.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Attachment

Legislation Text

Attachment A - Vicinity Map

Attachment B - Location List

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Contract for Services

Approved Resolution 2025-04-29-1211

12.12 25-0317 APPROVE MOTION TO AUTHORIZE THE AIRPORT WAY SEWER TRUNK REHABILITATION PROJECT

Motion 2025-04-29-1212:

1. Awarding a Professional Services Contract to Kjeldsen, Sinnock & Neudeck, Inc. of Stockton, CA, in the amount of $408,954, for design of the Airport Way Sewer Trunk Rehabilitation, Project No. UW21017.

2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Vicinity Map

Attachment B - Professional Services Contract

12.13 25-0469 ADOPT RESOLUTION TO AUTHORIZE THE CHANNEL STREET IMPROVEMENTS PROJECT

Resolution 2025-04-29-1213:

1. Appropriating additional funds in the amount of $700,000 from the Affordable Housing and Sustainable Communities to the Channel Street Improvements, Project No. WT22053.

2. Approving the Notice of Exemption No. NOE47-24 under the California Environmental Quality Act for the Channel Street Improvements, Project No. WT22053.

3. Approving the plans and specifications for the Channel Street Improvements, Project No. WT22053.

4. Awarding a Construction Contract in the amount of $1,376,066.65 to Tracy Grading and Paving, Inc. of Tracy, CA, for the Channel Street Improvements, Project No. WT22053.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exception No. NOE47-24

Exhibit 2 - State CWTA Construction Contract

Approved Resolution 2025-04-29-1213

12.14 25-0470 ADOPT RESOLUTION TO AUTHORIZE THE SOUTH STOCKTON PEDESTRIAN HAWK IMPROVEMENTS PROJECT

Resolution 2025-04-29-1214:

1. Approving the Notice of Exemption No. NOE11-24 under the California Environmental Quality Act for the South Stockton Pedestrian HAWK Improvements, Project No. WT22048/State Project No. HSIPSL-5008(196).

2. Approving the plans and specifications for the South Stockton Pedestrian HAWK Improvements, Project No. WT22048/State Project No. HSIPSL-5008(196).

3. Awarding a Construction Contract in the amount of $4,218,110 to Zara Construction, Inc. of Sacramento, CA, for the South Stockton Pedestrian HAWK Improvements, Project No. WT22048/State Project No. HSIPSL-5008(196).

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption No. NOE11-24

Exhibit 2 - Construction Contract

Approved Resolution 2025-04-29-1214

12.15 25-0159 ADOPT RESOLUTION TO AUTHORIZE THE FONG PARK PHASE II PROJECT

Resolution 2025-04-29-1215:

1. Appropriating funds in the amount of $127,632.38 from the Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 Reserves for Continuing Appropriations Accounts to Fong Park Phase II, Project No. WP13207.

2. Approving Notice of Exemption No. NOE11-23 under the California Environmental Quality Act for the Fong Park Phase II, Project No. WP13207.

3. Approving the plans and specifications for the Fong Park Phase II, Project No. WP13207.

4. Awarding a Construction Contract in the amount of $1,117,606 to McFadden Construction, Inc. of Stockton, CA, for the Fong Park Phase II, Project No. WP13207.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract - WP13207

Approved Resolution 2025-04-29-1215

13. ADMINISTRATIVE MATTERS

None

14. UNFINISHED BUSINESS

None

16.2 25-0481 PUBLIC HEARING TO APPROVE AND ADOPT THE 2025-2029 CONSOLIDATED PLAN, 2025-2026 ANNUAL ACTION PLAN, COMMUNITY PARTICIPATION PLAN, LANGUAGE ACCESS PLAN, AND SECTION 3 PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS, AND EMERGENCY SOLUTIONS GRANTS PROGRAMS

Legislation Text

Attachment A - Motion 2024-07-09-1207

Attachment B - Resolution 95-0199.pdf

Attachment C - 2016 Citizen Participation Plan

Attachment D - Draft 2025-2029 Consolidated Plan

Attachment E - Draft 2025-2026 Annual Action Plan

Attachment F - CDBG - ESG Applications and Recommendations

Attachment G - 2025-2026 Sources and Uses

Attachment H - Draft Community Participation Plan

Attachment I - Draft Language Access Plan

Attachment J - Draft Section 3 Plan

Attachment K - Public Comments to Con Plan and AAP

Proposed Resolution - Consolidated Plan Attachment A

PPT - 16.2 - Consolidated Plan and Action Plan

Approved Resolution 2025-04-29-1602

Note: Councilmember Ponce recused herself from this item and left the dais at 7:21 PM and returned at 7:59 PM

The following persons spoke to this item: Chris Carillo, Paula Sheil; Doug Davis; Ashely Guest; Jon Mendelson; Mae Sacheco; Alyssa Leiva; Cynthia Gail Boyd; Rodolfo Buenrostro-Suguitan; Tamara Buenrostro-Suguitan; Pat Barrett; Elizabeth Sanchez; RC Thompson; Amani Eid

Approve **Resolution 2025-04-29-1602**:

1. Approving and adopting the 2025-2029 Consolidated Plan (Con Plan) for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Programs

2. Approving and adopting the Community Participation Plan, Language Access Plan, and Section 3 Plan

3. Approving and adopting the 2025-2026 Annual Action Plan (Action Plan) with the estimated Sources and Uses of Funds for the CDBG, HOME, and ESG Programs awarded by the U.S. Housing and Urban Development Department (HUD), authorizing proportional adjustments to funding amounts based on the final HUD allocations

4. Authorizing the City Manager, or designee, to coordinate final revisions to the Con Plan and Action Plan to ensure that approved activities and all public comments received during the 30-day public comment period are included in the final Con Plan and Action Plan

5. Authorizing the City Manager, or designee, to execute all documents and forward them to HUD, execute contracts with subrecipients, and to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Moved by: Brando Villapudua, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Recuse:Mariela Ponce.

15. NEW BUSINESS

15.1 25-0427 REMOVAL OF CALIFORNIA HISTORICAL LANDMARK 178 - LINDSAY POINT PLAQUE

Legislation Text

Attachment A - Resolution 27,255

PPT - 15.1 - CHL 178 - Lindsay Point

Approve **Motion 2025-04-29-1501** approving the removal of California Historical Landmark 178 - Lindsay Point Plaque located at City Hall, 425 North El Dorado Street.

Moved by: Michele Padilla, seconded by Michael Blower.

Vote: Motion carried 5-0

Yes: Christina Fugazi , Michael Blower, Michele Padilla, Mariela Ponce, and Jason Lee.
Absent: Brando Villapudua, and Mario Enríquez.

Note: The meeting went into recess at 8:04 PM and reconvened at 8:15 PM

15.2 25-0464 ADOPT A RESOLUTION TO ESTABLISH THE PROPOSED CARE (COMPASSION, ACCESS, REUNIFICATION, EMPOWERMENT) HOMELESSNESS PILOT PROGRAM

Legislation Text

Attachment A - Resolution 2024-11-19-1501

Attachment B - MOU CA State Lands Commission

Attachment C - Inner City Action Proposal

Proposed Resolution - CARE Program

PPT - 15.2 - CARE Homeless Pilot Program

Around The Bench Memo

Council Correspondence - Public Comment

The following persons spoke to this item: Matthew Lester; Pat Collier; Zoyla Moreno; Julie Dunning; Andy Zetterbaun; Elijah Odems; Brian Jimenez; Jessica Velez; Ashley Petri; Dennis Smalley; Holly Stetson; Matt Ulrich; Pat Barrett; Ralph White; Alyssa Leiva; Cynthia Gail Boyd; Diana Monroy; Henry Rodriguez; Rita Steele; Pandora Crowder; Max Shull; Rev E Williams; Alberto Gonzalez; Jon Mendelson; Sheila Ward-Shaw; Sherri Ross; Mike Lopez

Document Filed - Pat Collier

Approve **Motion 2025-04-29-1502-01**: accepting the staff presentation on the homeless pilot program 2025 and formally endorse the program framework as presented, I further move to direct City Manager to proceed completing all required due diligence including verification of insurance, certifications, and other compliance requirements and to return to the Council with the finalized agreement for operational implantation at a future meeting in May

Moved by: Michele Padilla, seconded by Brando Villapudua.

Note: Per Rosenburg's Rules of Order, as Motion 2025-024-29-1502-03 passed, no vote was taken on this motion

Approve **Motion 2025-04-29-1502-02** Calling to Question

Moved by: Brando Villapudua, seconded by Mariela Ponce.

Vote: Motion failed 4-3
Yes: Christina Fugazi , Brando Villapudua, Michele Padilla, and Mariela Ponce.
No: Michael Blower, Mario Enríquez, and Jason Lee.

Approve **Motion 2025-04-29-1502-03** directing staff bring this item back to City Council in the next 30 days creating the framework for the Homeless Pilot Program, to begin in District 1 as defined in the original proposal; vet all required verifications, county clearances, insurance, all certifications, list all community partners, no sole provider listed as an operator, and inclusion of discussion on possible use of Request for Proposals bidding process or a sole provider

Moved by: Jason Lee, seconded by Mario Enríquez.

Vote: Motion carried 4-3

Yes: Christina Fugazi , Michael Blower, Mario Enríquez, and Jason Lee.
No: Brando Villapudua, Michele Padilla, and Mariela Ponce.

15.3 25-0476 PRESENTATION ON PERSHING AVENUE UPDATE

RECOMMENDATION No action is to be taken. Staff will provide information on Pershing Avenue traffic issues.

Legislation Text

PPT - 15.3 - Pershing Avenue Traffic Safety Update

Note: Per Motion 2025-04-29-1601 this item was continued to the May 13, 2025 City Council Meeting

16. HEARINGS

16.1 25-0452 ADOPT AN ORDINANCE AMENDING TITLE 5 TO ADD CHAPTER 5.106, AND AMENDING CHAPTER 5.08, SECTION 5.08.280; AMENDING TITLE 8 TO ADD CHAPTER 8.70, AND AMENDING CHAPTER 8.56, SECTIONS 8.56.101, 8.56.030, AND 8.56.040; AMENDING TITLE 12, CHAPTER 12.56, SECTION 12.56.010; AND REPEALING TITLE 12, CHAPTER 12.76 OF THE STOCKTON MUNICIPAL CODE REGARDING STREET AND SIDEWALK VENDOR REGULATIONS; AND A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE AMENDMENT TO THE FISCAL YEAR 2024-25 FEE SCHEDULE

RECOMMENDATION It is recommended that the City Council: 1. Adopt an Ordinance amending Title 5 to add Chapter 5.106, and amending Chapter 5.08, Section 5.08.280 of the Stockton Municipal Code regarding street and sidewalk vendor regulations to comply with provisions of State Law enacted by Senate Bill 946 (2018); 2. Adopt an Ordinance amending Title 8 to add Chapter 8.70, and amending Chapter 8.56, Sections 8.56.101, 8.56.030, and 8.56.040; amending Title 12, Chapter 12.56, Section 12.56.010; and repealing Title 12, Chapter 12.76 of the Stockton Municipal Code regarding street and sidewalk vendor regulations to comply with provisions of State Law enacted by Senate Bill 946 (2018) and Senate

Bill 972 (2022); 3. Adopt a Resolution approving an amendment to Fiscal Year 2024-25 Fee Schedule relating to street and sidewalk vendor fines; and 4. Authorize the City Manager, or designee, to take all appropriate and necessary actions to carry out the purpose and intent of the ordinances and resolution.

Legislation Text

Attachment A - Proposed Business License Ordinance (redlined)

Attachment B - Proposed Enforcement Ordinanance (redlined)

Proposed Ordinance - Business Licensing

Proposed Ordinance - Enforcement

Proposed Resolution - Street Vendors

Exhibit 1 - Fee Schedule for Street Vendor Fines 2024-2025

Exhibit 2 - Fee Schedule for Public Property Use Fee 2024-2025

PPT - 16.1 - Street and Sidewalk Vendor Regulations

Council Correspondence - Public Comment

Approve **Motion 2025-04-29-1601** continuing items 15.3, 16.1, 16.3, and 16.4 to the May 13, 2025 City Council Meeting

Moved by: Christina Fugazi , seconded by Michael Blower.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

16.3 25-0257 HOLD PUBLIC HEARING TO APPROVE THE ANNUAL BUDGET AND ASSESSMENT ROLLS FOR THE 2025-26 HOLIDAY PARK MAINTENANCE DISTRICT

RECOMMENDATION This scheduled noticed public hearing is being held to consider public comments and testimony regarding the Holiday Park Maintenance District 2025-26 proposed Assessment budget and the levy of assessments. At the conclusion of the public hearing, if a majority protest does not exist, it is recommended that the City Council adopt a resolution to: 1. Override any and all public hearing protests. 2. Approve the Annual Budget for Holiday Park Budget for FY2025-26. 3. Confirm and approve the assessment of $46,598 for the Holiday Park Maintenance District for FY2025-26. 4. Authorize the City of Stockton Chief Financial Officer to assess those parcels within the assessment district. 5. Certify the assessments meet the requirements pertaining to the levy of annual assessments. 6. Approve a subsidy in the amount of $130,898 ($11,926 from the General Fund (100-125) and $118,972 from the Strong Communities Fund (210-000)) to continue operations and maintenance of the facility. 7. Authorize the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Legislation Text

Attachment A - Holiday Park Annual Budget

Attachment B - Holiday Park Assessment District Map Attachment A

Proposed Resolution - Holiday Park FY25-26

PPT - 16.3 - Holiday Park Maint District Assmt - FY25-26

Note: Per Motion 2025-04-29-1601 this public hearing was opened and continued to the May 13, 2025 City Council Meeting

16.4 25-0429 PUBLIC HEARING AUTHORIZING THE CONTINUED USE, FUNDING, AND ACQUISITION OF MILITARY EQUIPMENT ESTABLISHED IN THE "MILITARY EQUIPMENT" POLICY, AS MANDATED BY CHAPTER 12.8 (COMMENCING WITH SECTION 7070) TO DIVISION 7 OF TITLE 1 OF THE GOVERNMENT CODE, RELATING TO MILITARY EQUIPMENT

RECOMMENDATION It is recommended, at the conclusion of the public hearing, that the City Council, as governing body of the City of Stockton, by motion: 1. Authorize Stockton Police Department (SPD) to continue the use of military equipment as defined by Assembly Bill 481 (AB 481) and approved via City Ordinance 2024-05-21-1601. 2. Approving 2025 Intended Acquisitions, as outlined in the 2025 AB 481 Annual Report, published April 2, 2025. It is further recommended that the Council authorize the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of this ordinance.

Legislation Text

Attachment A - Ordinance 2024-05-21-1601

Attachment B - AB 481 Annual Report Update

PPT - 16.4 - AB 481 - Use of Military Equipment

Note: Per Motion 2025-04-29-1601 this public hearing was opened and continued to the May 13, 2025 City Council Meeting

17. CITY MANAGER'S UPDATE

None

18. COUNCIL COMMENTS

Councilmember Villapudua - thanked Interim City Manger, Planning Commissioner removal

Approve **Motion 2025-04-29-1801** to include an agenda item for the first meeting in May to formally remove Gurneel Boparai from Planning Commission and appoint a new commissioner in his place

Moved by: Brando Villapudua, seconded by Christina Fugazi .

Vote: Motion carried 6-1

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, and Mario Enríquez.
No: Jason Lee.

Councilmember Padilla - winter youth basketball program; summer aquatics; lifeguards; Project Toolbox; Teen Job Fair Stribley Community Center; beautification at Cortez Park; McKinley Pool scheduled for completion in June; Trinity Parkway; complex homeless issue

Vice Mayor Lee - tonight's conversation and debate; elected official; school yard festival; Autism Awareness Month; Betty Wilson, business council, Shriner Hospital Fundraiser; When Helping Hurts Book; Youth Violence Prevention Month; pilot program presentation; directed staff full update on the St. Mary's Pathway and Navigation center at the first meeting in June; directed Interim City Manager to coordinate meeting with county; NOFA process and direct staff to modify the NOFA process no later than July 31, 2025; summer programs for youth presentation within the next 30 days; May 20, 2025 Prop 36 District Attorney presentation; May 31, 2025 biannual townhall 11:00 AM - 2:00 PM; May 24, 2025 Wild N Out Live Stockton Arena

Councilmember Enriquez - thanked everyone for being here; thanked colleagues; thanked Councilmember Padilla

Councilmember Blower - community support; Flag Raising Ceremony at CalWater; paradise cut site visit; Stockton symphony; Visit Stockton Professional Disc Golf Association Pro Major May 1- 4, 2025; May 3, 2025 Fire Ops Event; Pixie Wood Opening Day May 3, 2025

Councilmember Ponce - thanked Councilmember Padilla; April 30, 2025 with Chief McFadden community walk through 1505 East Hammer Lane at 10:00 AM - 2:00 PM

Mayor Fugazi - solutions to homeless, restrooms, Shower with Love, Loads of Hope, encampments; community events; council meeting procedure, rules of decorum

19. ADJOURNMENT - 11:36 PM

INFORMATIONAL ITEMS

1 25-0463 COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

Informational item only. No action taken.

Legislation Text

CICP 2023-10-25

CSC 2025-03-20

PC 2025-01-23

PC 2025-02-13

PC 2025-02-27

KATHERINE ROLAND, CMC, CPMC
STOCKTON CITY CLERK

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT MEETING OF MAY 13, 2025

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

1. CLOSED SESSION CALL TO ORDER/ROLL CALL - 3:00 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Michele Padilla
Mario Enríquez
Jason Lee
Absent:
Mariela Ponce.

2. ADDITIONS TO CLOSED SESSION AGENDA

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 25-0564 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Number of Cases: One Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation pursuant to Government Code section 54956.9(d)(2).

Legislation Text

3.2 25-0485 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Legislation Text

3.3 25-0484 CONFERENCE WITH LABOR NEGOTIATOR

Legislation Text

3.4 25-0576 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Legislation Text

4. CLOSED SESSION PUBLIC COMMENT

Dean Robson - performance review, Interim City Manager Steve Colangelo

Council Correspondence - Public Comment

5. RECESS TO CLOSED SESSION - 3:06 PM

The Council recessed to Closed Session at 3:06 PM. The Council returned from Closed Session and adjourned at 5:07 PM

6. REGULAR SESSION CALL TO ORDER/ROLL CALL - 5:30 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Michele Padilla
Mario Enríquez
Jason Lee
Absent:
Mariela Ponce.

7. INVOCATION/PLEDGE TO FLAG

The Invocation was given by Reverend Tim Dunham from Gods Throne Baptist Church and the Pledge of Allegiance was led by Sacred Dawn Kaiser, 6th grade student from Stella Brockman

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

Lori Asuncion, City Attorney reported their was none

9. ADDITIONS TO REGULAR SESSION AGENDA

Approve **Motion 2025-05-13-0900** moving 15.3, a new business item, to 12.28, a consent item

Moved by: Brando Villapudua, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 RECOGINTION OF CITY OF STOCKTON EMPLOYEE

Recipient: Connie Cochran, Community Relations Officer

10.2 25-0563 REPORT: UPDATE FROM ASSEMBLY DISTRICT 13

Legislation Text

Samantha Johnson and Carlos Marquez (documents filed)

Document Filed - Samantha Johnson and Carlos Marquez

10.3 25-0573 PROCLAMATION: NATIONAL WATER SAFETY MONTH

Legislation Text

Recipient: Kris Farro, Community Services Director

Joseph Ramero, Recreation Coordinator - thanked Councilmembers

10.4 25-0574 PROCLAMATION: NATIONAL TENNIS MONTH

Legislation Text

Recipients: Camille Del Barbary, Cheryl Silva, and Marty Anderson

Camille Del Barbary - discussed her son

Cheryl Silva - impact Tennis has on community and players

Marty Anderson - thanked those promoting tennis

10.5 25-0575 PROCLAMATION: AUTISM AWARENESS MONTH

Legislation Text

Recipient: Lakevia Keller

Lakevia Keller - thanked Councilmembers

11. PUBLIC COMMENTS - MATTERS NOT ON THE AGENDA

Nancy Lamb - street vendors, Angel Cruz Park, permits required

Pat Barrett - homeless camps, mental health awareness month

Cynthia Gail Boyd - meetings with city staff

Alyssa Leiva - Cinco De Mayo, police presence, citations

Jensen San - traffic safety, Edith and Ingelwood Intersection

Phillip Merlo - revitalization of City Hall, tax credits

Vincent Cortino - Albany Drive properties, homeless colonies, fires

Elena Mangahas - park vendors, ordinances

Alberto Gonzalez - park and street vendors, permits

Elissa Sok - food vendors, restaurant

Dan Richardson - city ordinances, state laws

Julie Dunning - community town hall, compliant, state law, vender use fees, licenses

Council Correspondence - Public Comment

16. HEARINGS

16.1 25-0548 PUBLIC HEARING AUTHORIZING THE CONTINUED USE, FUNDING, AND ACQUISITION OF MILITARY EQUIPMENT ESTABLISHED IN THE "MILITARY EQUIPMENT" POLICY, AS MANDATED BY CHAPTER 12.8 (COMMENCING WITH SECTION 7070) TO DIVISION 7 OF TITLE 1 OF THE GOVERNMENT CODE, RELATING TO MILITARY EQUIPMENT

Legislation Text

Attachment A - Ordinance 2024-05-21-1601

Attachment B - AB 481 Annual Report Update

PPT - 16.1 - AB 481 - Use of Military Equipment

The following persons spoke to this item: Michele Sherman; Alyssa Leiva; Alyssa Carson; Julie Dunning

Approve **Motion 2025-05-13-1601**:

1. Authorizing Stockton Police Department (SPD) to continue the use of military equipment as defined by Assembly Bill 481 (AB 481) and approved via City Ordinance 2024-05-21-1601.

2. Approving 2025 Intended Acquisitions, as outlined in the 2025 AB 481 Annual Report, published April 2, 2025.

Authorizing the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of this ordinance.

Moved by: Mario Enríquez, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

16.2 25-0549 ADOPT AN ORDINANCE AMENDING TITLE 5 TO ADD CHAPTER 5.106, AND AMENDING CHAPTER 5.08, SECTION 5.08.280; AMENDING TITLE 8 TO ADD CHAPTER 8.70, AND AMENDING CHAPTER 8.56, SECTIONS 8.56.101, 8.56.030, AND 8.56.040; AMENDING TITLE 12, CHAPTER 12.56, SECTION 12.56.010; AND REPEALING TITLE 12, CHAPTER 12.76 OF THE STOCKTON MUNICIPAL CODE REGARDING STREET AND SIDEWALK VENDOR REGULATIONS; AND A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE AMENDMENT TO THE FISCAL YEAR 2024-25 FEE SCHEDULE

Legislation Text

Attachment A - Proposed Business License Ordinance (redlined)

Attachment B - Proposed Enforcement Ordinanance (redlined)

Proposed Ordinance - Business Licensing

Proposed Ordinance - Enforcement

Proposed Resolution - Street Vendors

Exhibit 1 - Fee Schedule for Street Vendor Fines 2024-2025

Exhibit 2 - Fee Schedule for Public Property Use Fee 24-25

PPT - 16.2 - Street and Sidewalk Vendor Regulations

The following persons spoke to this item: Len Phovisay; Cynthia Gail Boyd; Isiah Merriweather; Eliza Eberthardt; Prany kasem; Sophy Reese; Vickie In; Daniel Yciano; Daly; Reaska Chet; Basma Abdel-Magied; Damaris Leiva; Jaelyn Sanidad; Jenessa Franco; Jose Hernandez; Alyssa Leiva; Maro Bello; Charis Guerzo; Jewelian X; Rachel Ramil; Tehreem Khan; Diana Monroe Monroy; Jacob Jolley; David Roth; Amelle Jolley; Angie Moreno; Alberto Gonzalez; Julie Dunning

Document Filed- J.Jolley

Council Correspondence - Public Comment

Note: the meeting went into recess at 8:36 PM and reconvened at 8:45 PM

Approve **Motion 2025-05-13-1602** bringing this item back to the May 27, 2025 Legislative/Environmental Committee Meeting and directing staff to have more community town halls regarding this item

Moved by: Mario Enríquez, seconded by Michele Padilla.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

16.3 25-0561 HOLD PUBLIC HEARING TO APPROVE THE ANNUAL BUDGET AND ASSESSMENT ROLLS FOR THE 2025-26 HOLIDAY PARK MAINTENANCE DISTRICT

Legislation Text

Attachment A - Holiday Park Annual Budget

Attachment B - Holiday Park Assessment District Map

Proposed Resolution - Holiday Park FY25-26

Approved Resolution 2025-05-13-1603

PPT - 16.3 - Holiday Park Maint District Assmt - FY25-26

Approve **Resolution 2025-05-13-1603**:

1. Overriding any and all public hearing protests.

2. Approving the Annual Budget for Holiday Park Budget for FY2025-26.

3. Confirming and approving the assessment of $46,598 for the Holiday Park Maintenance District for FY2025-26.

4. Authorizing the City of Stockton Chief Financial Officer to assess those parcels within the assessment district.

5. Certifying the assessments meet the requirements pertaining to the levy of annual assessments.

6. Approving a subsidy in the amount of $130,898 ($11,926 from the General Fund (100-125) and $118,972 from the Strong Communities Fund (210-000)) to continue operations and maintenance of the facility.

7. Authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Moved by: Jason Lee, seconded by Brando Villapudua.
Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

16.4 25-0210 GENERAL PLAN AMENDMENT AND ZONING MAP AMENDMENT TO ALLOW CONSTRUCTION OF A NEW AUTOMATED CAR WASH, LOCATED AT 200 NORTH WILSON WAY (APPLICATION NO. P24-0150)

Legislation Text

Attachment A - Location Map and & Aerial Photo

Attachment B - General Plan Land Use Map

Attachment C - Zoning Map

Attachment D - Project Plans

Attachment E - General Plan Amendment Map

Attachment F - Zoning Map Amendment

Attachment G - Historic Demolition Letter

Attachment H - Planning Commission Resolutions

Proposed Resolution - General Plan Amendment

Exhibit 1 - General Plan Amendment Map

Proposed Ordinance - Rezone

Exhibit 1 - Zoning Map Amendment

Approved Resolution 2025-05-13-1604

Approve **Resolution 2025-05-13-1604** approving a General Plan Land Use Map Amendment to change nine (9) APNs 153-030-23; -24; -25; -26; -27; -28 and 153-030-02; -03; and -04 from Industrial to Commercial; and

Ordinance 2025-05-13-1604 for a Zoning Map Amendment to change nine (9) APNs 153-030-23; -24; -25; -26; -27; -28 and 153-030-02; -03; and -04 from Industrial, Limited (IL) to Commercial, General (CG).

Moved by: Brando Villapudua, seconded by Jason Lee.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

12. CONSENT AGENDA

Approve the Consent agenda with a single vote save for items 12.5, 12.25, and 12.26 which was considered separately

Moved by: Jason Lee, seconded by Michele Padilla.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

12.1 25-0541 ADOPT RESOLUTIONS APPROVING THE ANNUAL DISPLAY OF THE PRIDE FLAG AND THE FLAGS OF THE UNITED STATES MILITARY BRANCHES

Resolution 2025-05-13-1201-01 approving to have the Pride Flag displayed annually in commemoration of Pride Month during the first week of June; and

Resolution 2025-05-13-1201-02 approving to have the flags of the United States Military branches displayed annually to commemorate their respective dates of establishment; and

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolutions.

Legislation Text

Attachment A - Resolution 2019-11-05-1103

Attachment C - April 28, 2025, Committee Staff Report

Attachment B - 2024 Resolution for Annual Display of Pride Flag

Proposed Resolution for Annual Display of Pride Flag-First Week

Proposed Resolution for Annual Display of Military Flags

Approved Resolution 2025-05-13-1201-01

Approved Resolution 2025-05-13-1201-02

The following person spoke to the item: Patt Barret

12.2 25-0567 APPROVE THE SECOND FOLLOW-UP RESPONSE TO THE 2023-24 SAN JOAQUIN CIVIL GRAND JURY CASE NUMBER 0123, CRISIS IN GOVERNMENT

Legislation Text

Attachment A - 2nd follow-up response to Case No. 0123, Crisis in Gvmt

Attachment B - Initial response to Case No. 0123,Crisis in Gvmt

Attachment C - October 10, 2024 Staff Report

Approve **Motion 2025-05-13-1202** moving this item to a June City Council meeting

Moved by: Michele Padilla, seconded by Christina Fugazi .

Vote: Motion carried 4-2

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, and Michele Padilla.
No: Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

12.3 25-0529 MAYORAL APPOINTMENTS TO COUNCIL COMMITTEES AND COMMITTEE STRUCTURE/FUNCTION ROSTER AMENDMENT

Resolution 2025-05-13-1203 amending the Mayoral Appointments to Council Committees and Committee Structure/Function roster effective immediately.

Legislation Text

Proposed Resolution

Exhibit 1 - Mayoral Appointments

Approved Resolution 2025-05-13-1203

12.4 25-0530 APPROVAL OF CITY COUNCIL MINUTES

Motion 2025-05-13-1204 approving the minutes from the City Council meeting of April 15, 2025

Legislation Text

Attachment A - 2025-04-15

12.6 25-0473 ADOPTION OF PROPOSED AMENDMENT TO CITY COUNCIL POLICY MANUAL CHAPTER 2.06.020 - USE OF CITY AND COUNCIL LETTERHEAD

Resolution 2025-05-13-1206 adopting the proposed amendment to City Council

Policy Manual Chapter 2.06.020 regarding the use of City and Council letterhead.

Legislation Text

Attachment A - Response 2023-24 Grand Jury Case No. 0123

Attachment B - Resolution No. 2024-06-18-1204

Attachment C - Recommended Council Policy2.06.020(red-lined)

Proposed Resolution

Exhibit 1 - Council Policy 2.06.020

Approved Resolution 2025-05-13-1206

12.7 25-0499 FOURTH AMENDMENT TO THE 2025 CITY COUNCIL/SUCCESSOR AGENCY/STOCKTON PUBLIC FINANCING AUTHORITY/STOCKTON PARKING AUTHORITY MEETING CALENDAR

Motion 2025-05-13-1207 adopting the revised 2025 Concurrent City Council/Successor Agency/Stockton Public Financing Authority/Stockton Parking Authority Meeting Calendar.

Legislation Text

Attachment A - 2025 Fourth Revised Meeting Calendar

Around the bench memo

12.8 25-0516 RATIFYING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2025-26

Motion 2025-05-13-1208 ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2025-26.

Legislation Text

Attachment A - SJCOG FY25-26 Annual Financial Plan

12.9 25-0227 APPROVE MOTION TO AWARD A SERVICE AGREEMENT FOR ON-CALL PROFESSIONAL LAND SURVEYOR SERVICES, PROJECT NO. PUR-25-023

Motion 2025-05-13-1209:

1. Awarding a three-year Professional Service Agreement in the amount not to exceed $200,000 to Alexander & Associates, Inc. of Pleasanton, California, for On-Call Professional Land Surveyor Services, Project No. PUR-25-023;

2. Approving findings pursuant to Stockton Municipal Code Section 3.68.070 in support of an exception to the competitive bidding process; and

3. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Agreement with Alexander & Assoc.

12.10 25-0315 ADOPT A RESOLUTION AUTHORIZING AN APPLICATION TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR REGIONAL EARLY ACTION PLANNING 2.0 GRANT PROGRAM (REAP 2.0) FUNDS IN THE AMOUNT OF $855,200.96

Resolution 2025-05-13-1210 authorizing the City Manager, or designee, to apply to the San Joaquin Council of Governments (SJCOG) for Regional Early Action Planning 2.0 Grant Program (REAP 2.0) funds in the amount of $855,200.96; and

Authorizing the City Manager, or designee, to execute a new or amended agreement with SJCOG to accept, appropriate, and take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Legislation Text

Attachment A - Resolution 2024-04-16-1205

Proposed Resolution - REAP 2.0

Approved Resolution 2025-05-13-1210

12.11 25-0263 ADOPT A MOTION TO ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR FAIR HOUSING SERVICES

Motion 2025-05-13-1211:

1. Allocating an amount up to $200,000.00 in Community Development Block Grant (CDBG) Program funds to a two-year contract to Project Sentinel for fair housing services;

2. Authorizing the City Manager, or designee, to enter into a contract with Project Sentinel for fair housing services, for a period of three years, with option to renew; and

3. Approving and authorizing the City Manager, or designee, to take all necessary actions to carry out the intent of this action.

Legislation Text

12.12 25-0272 AWARD A PROFESSIONAL SERVICES AGREEMENT TO THE SOLIS GROUP FOR LABOR COMPLIANCE AND MONITORING SERVICES TO ENSURE FEDERAL AND STATE LABOR REGULATIONS AND PREVAILING WAGE REQUIREMENTS ARE MET (PUR 25-016)

Motion 2025-05-13-1212:

1. Approving an agreement with the Solis Group in an amount not-to-exceed $750,000 to provide labor compliance services, for a period of three-years, with options to extend for up to an additional two years; and

2. Authorizing the City Manager, or designee, to take appropriate actions to carry

out the purpose and intent of this motion.

Legislation Text

Attachment A - Agreement for LC Services - The Solis Group

12.13 ~~25-0360 ADOPT A RESOLUTION WITH FINDINGS THAT JUSTIFY AND SUPPORT AN EXCEPTION TO THE COMPETITIVE BID PROCESS AND AUTHORIZE THE EXPANSION OF THE CITY OF STOCKTON'S PARTICIPATION IN THE JOINT POWERS AUTHORITY EXCESS RISK POOL, PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)~~

~~It is recommended that City Council adopt a resolution to:~~
~~1. Approve findings that justify and support an exception to the competitive bidding process pursuant to Stockton Municipal Code 3.68.070(A)(5), for cooperative purchasing agreements.~~
~~2. Authorize the City to expand participation in a Joint Powers Agreement with PRISM (Attachment A), without limitation, allowing the City of Stockton to participate in additional insurance programs such as: Excess Liability (General Liability and optional Excess Liability) (Attachment B), Primary Cyber Liability, Property (Attachment C), and Crime. (Primary Cyber and Crime do not require Memoranda of Understanding since they are not major programs.)~~
~~3. Authorize the City Manager to execute Memoranda of Understanding for the additional programs described above.~~
~~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.~~

Legislation Text

Attachment A - JPA 2020 Final PRISM Agreement

Attachment B - MOU General Liability Program 2

Attachment C - MOU Property Program

Proposed Resolution

Around The Bench Memo

Note: Per the Around the Bench Memo provided by the City Manger's Office, this item was pulled for further discussion to be heard at a later meeting date.

12.14 25-0398 AUTHORIZE A FIVE-YEAR PROFESSIONAL SERVICES CONTRACT WITH ALPHA ANALYTICAL LABORATORIES, INC FOR LAB SERVICES

Motion 2025-05-13-1214:

1. Accepting the Specifications and Addenda for the Request for Sealed Bids for Municipal Utilities Department Laboratory Services, PUR 25-022.

2. Authorizing a five-year contract with Alpha Analytical Laboratories, Inc of Elk Grove, California, to provide laboratory services in a total amount not-to-exceed $1,486,133.

Authorizing the City Manager to take appropriate and necessary actions to carry out

the purpose and intent of this motion.

Legislation Text

Attachment A - Alpha Analytical Laboratories, Inc Contract

Attachment B - Proposed Tests Estimated Annual Quantities

Attachment C - Bid Summary

12.15 25-0451 APPROVE FINDINGS AND EXECUTE CONTRACT AGREEMENTS FOR THE PURCHASE OF WATER AND WASTEWATER TREATMENT CHEMICALS THROUGH THE BAY AREA CHEMICAL CONSORTIUM

Resolution 2025-05-13-1215:

1. Approving findings pursuant to Stockton Municipal Code section 3.68.070 which justify and support an exception to the competitive bidding process.

2. Authorizing the City Manager to execute four contracts for the purchase of chemicals for water and wastewater treatment for Fiscal Year 2025-26.

3. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Legislation Text

Proposed Resolution

Exhibit 1 - Agreement with KAAM Group - Aqueous Ammonia

Exhibit 2 - Agreement Univar Solutions - Sodium Bisulfite

Exhibit 3 - Agreement Brenntag Pacific - Sodium Hydroxide

Exhibit 4 - Agreement Univar Solutions - Sodium Hypochlorite

Approved Resolution 2025-05-13-1215

12.16 25-0501 ADOPT A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN SAN JOAQUIN COUNTY AND THE CITY OF STOCKTON FOR CALIFORNIA ASSEMBLY BILL 109 FUNDING OF THE COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE, AND AMEND THE FISCAL YEAR 2025-26 ANNUAL BUDGET

Resolution 2025-05-13-1216:

1. Authorizing the City Manager to execute the Independent Contractor Agreement with San Joaquin County to accept California Assembly Bill 109 (AB 109) funding for the San Joaquin County Community Corrections Partnership (CCP) Task Force;

2. Authorizing the City Manager to accept $4,815,412 in Fiscal Year (FY) 2025-26 Police Grant Funds as the Fiscal Agent for the law enforcement agencies of San Joaquin County; and

3. Approving an amendment to the FY 2025-26 Annual Budget to increase the Police Grants and Special Programs CCP revenue estimates and expenditure

appropriations by $4,815,412; and

4. Authorizing the City Manager, or designee, to take all necessary and appropriate actions to carry out the purpose and intent of the resolution.

Legislation Text

Proposed Resolution

Exhibit 1 - Independent Contractor Agreement

Approved Resolution 2025-05-13-1216

12.17 25-0509 APPROVE MOTION TO AWARD A STANDARD AGREEMENT TO ALARM PROGRAM SYSTEMS LLC FOR ALARM INTRUSION PROGRAM SERVICES (PUR 25-013)

Motion 2025-05-13-1217:

1. Approving findings pursuant to Stockton Municipal Code 3.68.070(A)(3) in support of an exception to the competitive bidding process by allowing negotiated contracts following the solicitation of competitive proposals (RFP).

2. Authorizing the City Manager to execute a Standard Agreement to outsource the monitoring of the Alarm Intrusion Program to Alarm Program Systems LLC of Pleasant Hill in the estimated revenue share amount of $103,000 for each year of the contract term, which is three (3) years through May 2028, with the option to renew for two (2) additional - one-year extension through May 2030. The Standard Agreement includes an 18% revenue sharing fee structure from permit and permit renewal fees and false alarm fees.

3. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Standard Agreement APS

12.18 25-0458 ADOPT A RESOLUTION TO AUTHORIZE THE UNION STREET SEWER REHABILITATION PROJECT

Resolution 2025-05-13-1218:

1. Approving Notice of Exemption No. NOE23-21 under the California Environmental Quality Act for the Union Street Sewer Rehabilitation, Project No. UW21007.

2. Approving the plans and specifications for the Union Street Sewer Rehabilitation, Project No. UW21007.

3. Awarding a Construction Contract in the amount of $1,911,307 to DSS Company dba Knife River Construction of Stockton, CA, for the Union Street Sewer Rehabilitation, Project No. UW21007.

Authorizing the City Manager to take appropriate and necessary actions to carry out

the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

Approved Resolution 2025-05-13-1218

12.19 25-0471 APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 2 FOR THE ON-CALL PARKS PUMP REPAIRS PROJECT

Motion 2025-05-13-1219:

1. Authorizing Contract Change Order No. 2 in the amount of $60,000 with Cornerstone Environmental Contractors, Inc. of Concord, CA, for a total contract amount not to exceed $150,000, for the On-Call Parks Pump Repairs, Project No. OM-24-080.

2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - CCO No. 2

12.20 25-0382 ADOPT A RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR THE FIBER SEGMENT CONSTRUCTION PHASE II PROJECT

Resolution 2025-05-13-1220:

1. Appropriating funds in the amount of $884,999.79 from the Congestion Mitigation and Air Quality Improvement Program to the Fiber Segment Construction Phase II, Project No. WT25039/Federal Project No. CMCRPL-5008(216).

2. Appropriating funds in the amount of $114,661.21 from the Public Facilities Fees Air Quality to the Public Facilities Fees Fiber Segment Construction Phase II, Project No. WT25039/Federal Project No. CMCRPL-5008(216).

3. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

4. Awarding a Professional Services Contract to Kimley-Horn and Associates, Inc. of Oakland, CA, in the amount of $658,970.24 for professional engineering services for design of the Fiber Segment Construction Phase II, Project No. WT25039/Federal Project No. CMCRPL-5008(216).

Authorizing the City Manager to take appropriate and necessary actions to carry out

the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Professional Services Contract

Approved Resolution 2025-05-13-1220

12.21 25-0233 APPROVE MOTION TO AUTHORIZE AMENDMENT NO. 1 TO THE DARK FIBER LICENSING AGREEMENT WITH AT&T CALIFORNIA

Motion 2025-05-13-1221:

1. Authorizing the City Manager to execute Amendment No. 1 to the Dark Fiber Licensing Agreement between the City of Stockton and Pacific Bell Telephone Company dba AT&T California.

2. Authorizing the City Manager to execute all documents, including, but not limited to, modifications and amendments to the Dark Fiber Licensing Agreement.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Dark Fiber Licensing Agreement

Attachment B - Amendment No. 1

12.22 25-0282 ADOPT RESOLUTION TO AUTHORIZE THE LED STREET LIGHTS CONVERSION, PHASES 7 AND 8 PROJECT

Resolution 2025-05-13-1222:

1. Approving Notice of Exemption No. NOE 06-25 under the California Environmental Quality Act for the LED Street Lights Conversion, Phases 7 and 8, Project No. WD24017.

2. Approving the plans and specifications for the LED Street Lights Conversion, Phases 7 and 8, Project No. WD24017.

3. Awarding a Construction Contract in the amount of $604,125 to Bear Electrical Solutions, LLC of Alviso, CA, for the LED Street Lights Conversion, Phases 7 and 8, Project No. WD24017.

Authorizing the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - NOE 06-25

Exhibit 2 - Construction Contract

Approved Resolution 2025-5-13-1222

12.23 25-0283 ADOPT RESOLUTION TO AUTHORIZE THE DECORATIVE STREET LIGHT CONVERSION TO LED PROJECT

Resolution 2025-05-13-1223:

1. Transferring funds in the amount of $375,000 from the Light Up Stockton, Project No. WD25046, to the Decorative Street Light Conversion to LED, Project No. WD25049.

2. Approving Notice of Exemption No. NOE05-25 under the California Environmental Quality Act for the Decorative Street Light Conversion to LED, Project No. WD25049.

3. Approving the plans and specifications for the Decorative Street Light Conversion to LED, Project No. WD25049.

4. Awarding a Construction Contract in the amount of $325,430 to St. Francis Electric, LLC of San Leandro, CA, for the Decorative Street Light Conversion to LED, Project No. WD25049.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

Approved Resolution 2025-05-13-1223

12.24 25-0284 ADOPT RESOLUTION TO AUTHORIZE THE LOCAL STREET RESURFACING PROGRAM FISCAL YEAR 2024-25 SB1 - MILL AND OVERLAY PROJECT

Resolution 2025-05-13-1224:

1. Approving Notice of Exemption No. NOE 04-25 under the California Environmental Quality Act for the Local Street Resurfacing Program Fiscal Year 2024-25 SB1 - Mill and Overlay, Project No. WD25003.

2. Approving the plans and specifications for the Local Street Resurfacing Program Fiscal Year 2024-25 SB1 - Mill and Overlay, Project No. WD25003.

3. Awarding a Construction Contract in the amount of $1,215,000 to Rapid Services, LLC dba Rapid Grading Services of Hayward, CA, for the Local Street Resurfacing

Program Fiscal Year 2024-25 SB1 - Mill and Overlay, Project No. WD25005.

Authorizing the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - NOE 04-25

Exhibit 2 - Construction Contract - CWTA

Approved Resolution 2025-05-13-1224

12.25 25-0285 ADOPT RESOLUTION TO AUTHORIZE THE STREET RESURFACING ON FEDERAL-AID STREETS FISCAL YEAR 2020-21 PROJECT

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - NOE 23-25

Exhibit 2 - Construction Contract

Approved Resolution 2025-05-13-1225

Approve **Resolution 2025-05-13-1225**:

1. Approving Notice of Exemption No. NOE 23-25 under the California Environmental Quality Act for the Street Resurfacing on Federal-Aid Streets Fiscal Year 2020-21, Project No. WD21006/Federal Project No. CRRSTPL-5008(208).

2. Approving the plans and specifications for the Street Resurfacing on Federal-Aid Streets Fiscal Year 2020-21, Project No. WD21006/Federal Project No. CRRSTPL-5008(208).

3. Awarding a Construction Contract in the amount of $3,545,028.60 to United Pavement Maintenance, Inc. of Hughson, CA, for the Street Resurfacing on Federal-Aid Streets Fiscal Year 2020-21, Project No. WD21006/Federal Project No. CRRSTPL-5008(208).

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Michael Blower, seconded by Mario Enríquez.

Vote: Motion carried 5-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Christina Fugazi , and Mariela Ponce.

12.26 25-0286 ADOPT RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR THE SWAIN ROAD AND MORGAN PLACE ROUNDABOUT PROJECT

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Professional Services Contract

Approved Resolution 2025-05-13-1226

Approve **Resolution 2025-05-13-1226**:

1. Transferring funds in the amount of $55,582 from the Grant Match, Project No. WT21016, to the Swain Road and Morgan Place Roundabout, Project No. WT24047/Federal Project No. CRPL-5008(213).

2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Awarding a Professional Services Contract to Siegfried Engineering, Inc. of Stockton, CA, in the amount of $337,530.04 for design of the Swain Road and Morgan Place Roundabout, Project No. WT24047/Federal Project No. CRPL-5008(213).

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Michael Blower, seconded by Mario Enríquez.

Vote: Motion carried 5-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Christina Fugazi , and Mariela Ponce.

Note: the meeting went into recess at 9:11 PM and reconvened at 9:15 PM

12.27 25-0293 ADOPT RESOLUTION TO AUTHORIZE THE ON-CALL GUARDRAIL REPAIR PROJECT

Resolution 2025-05-13-1227:

1. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Approving Notice of Exemption No. NOE 19-25 under the California Environmental Quality Act for the On-Call Guardrail Repair, Project No. OM-24-118.

3. Awarding a three-year Service Contract in the amount not to exceed $600,000 to Midstate Barrier, Inc. of Stockton, CA, for the On-Call Guardrail Repair, Project No. OM-24-118.

4. Authorizing the City Manager to execute up to two one-year extensions to this Service Contract, at an annual cost not to exceed $200,000, for a cumulative contract total not to exceed $1,000,000.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Contract for Services Corp Yard

Approved Resolution 2025-05-13-1227

12.28 (formerly 15.3) 25-0552 DISCUSSION OF PLANNING COMMISSIONER REMOVAL AND REPLACEMENT

Resolution 2025-05-13-1228 ratifying the appointment of Pandora Crowder to the District 5 Planning Commissioner seat.

Legislation Text

Atttachment A - Council Policy 3.04

Attachment B - Pandora Crowder Application

Proposed Resolution - PC Appointment

Approved Resolution 2025-05-13-1228

Around The Bench Memo

13. ADMINISTRATIVE MATTERS

None

14. UNFINISHED BUSINESS

None

15. NEW BUSINESS

15.1 25-0560 PRESENTATION ON PERSHING AVENUE UPDATE

Informational item only. No action taken.

Legislation Text

PPT - 15.3 - Pershing Avenue Traffic Safety Update

The following persons spoke to this item: Dan Richardson, Julie Dunning

12.5 25-0539 ADOPT A RESOLUTION TO ACCEPT $1.8M CALIFORNIANSFORALL YOUTH JOBS CORPS ROUND 3 GRANT

Legislation Text

Proposed Resolution - CFA Youth Jobs Corps Round 3

Exhbit 1 - JP1013-GF1-A1

Approved Resolution 2025-05-13-1205

Approve **Resolution 2025-05-13-1205**:

1. Authorizing the City Manager to execute a grant agreement amendment with California Volunteers to increase the amount of the contract from $1,773,664 to $3,618,275 (an increase of $1,844,611) and extend the timeline from December 31, 2025, to December 31, 2026; and

2. Authorizing the City Manager to appropriate grant funds for the CaliforniansForAll Youth Jobs Corps in the amount of $3,618,275.

Authorizing the City Manager be authorized to take any appropriate and necessary actions to carry out the purpose and intent of the resolution.

Moved by: Christina Fugazi , seconded by Jason Lee.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

15.2 25-0550 YOUTH PROGRAMMING FOR SUMMER 2025

Informational item only. No action taken.

Legislation Text

Attachment A - Community Services Sites by Council District

Attachment B - Park Sites by Council District 2025

Attachment C - Activity Guide 2025.pdf

PPT - 15.2 - Youth Programming 2025

The following persons spoke to this item: Pat Barrett; Dan Richardson

15.3 ~~25-0552 DISCUSSION OF PLANNING COMMISSIONER REMOVAL AND REPLACEMENT~~

NOTE: Item 15.03 was removed from the New Business and heard as Item 12.28 under Consent Agenda

Approve **Motion 2025-05-13-1503** moving agenda item 15.3 to the consent agenda listed as item 12.28

Moved by: Brando Villapudua, seconded by Michael Blower.
Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mario Enríquez, and Jason Lee.
Absent: Mariela Ponce.

17. CITY MANAGER'S UPDATE

Steve Colangelo, Interim City Manager - Community Services Department, job fair is May 17, 2025 at Stribley Community Center; Summer recreation staff training May 17, 2025; Holiday Park and Brooking Park pools open on May 24, 2025; Community Development Department addressing homelessness; On May 8, 2025, the Planning Commission recommended City Council approval of the Development Code amendment; Economic Development, public meetings will be held in May regarding the next round of Hap funds; Pixie Woods Park Opening May; Fire Academy 25 recruitment graduation Thursday, May 15, 2025 at 2:00 PM; annual Weed Abatement program has begun; The Office of Violence Prevention, District six Data Café was complete; Pray for my Hood event at Van Buskirk; visit to the Department of Justice in Washington DC, meeting with the Office of Shipbuilding; homeless issues on Hammer, the I-5 off ramp on Benjamin Holt Drive, feather River homeless encampments update, 2615 Mount Diablo, Smith Canal, between Fontana and Shimizu; Public works and police held a displacement cleanup last week; Repair of street lights out 88 locations, Awarded construction contract on May 13, 2025 and anticipated completion date of August 2025; Western Ranch Solar Lights, Weston Park in May of 2025

18. COUNCIL COMMENTS

Councilmember Enriquez - County of Education, H20 Hackathon; Cinco de Mayo Parade; San Joaquin Regional Transit District unveiling Jose Hernandez; graduation season, Delta Community College and University of The Pacific, lavender LGBTQ graduates; thanked Stockton Firefighters, demonstration day; unhoused; HOT teams; street vendor town hall, community outreach; Captain Benevides, police academy; Wilshire avenue infrastructure

Councilmember Padilla - illegal homeless encampment; Gavin Newsome, clean ups; ice skating; research regarding outdoor skating rink to Stockton for the holiday season; Audit Committee meetings; Fire Ops

Councilmember Villapudua - thanked the community, city manager; Happy Mothers Day; congratulated Pandora Crowder, new Planning Commissioner; thanked fellow colleagues; prayers for Mayor Fugazi

Councilmember Blower - Cool Cats and Barking Dogs Event; Jose Hernandez bus unveiling; Fire Ops 2025; Small Business Week; Peace Officer Memorial; START Program Resolution from Assemblywoman Ransom; AVA Energy Wind Farm; mini golf, Swenson Park; Rotary Hero's Award Dinner May 14, 2025; District 3 Recycling Event at Delta College

Vice Mayor Lee - Police Officer Memorial, Patrick High, Chief McFadden; pilot program, Councilmember Padilla; Genevieve Valentine, SJC Behavioral Heath, grant funding; youth violence; Small Business Week; Frontline Barbershop and

Salon, shooting, fix damage; thanked staff, Stephanie Ocasio, District 6 forum, Weston Ranch Little League

19. ADJOURNMENT - 10:31 PM

INFORMATIONAL ITEMS

1. 25-0407 CIVIL SERVICE/EQUAL EMPLOYMENT COMMISSION'S 2024 ANNUAL REPORT

Informational item only. No action taken.

Legislation Text

Attachment A - 2024 Annual Report to Council

Attachment B - 2024 Attendance Roster

KATHERINE ROLAND, CMC, CPMC
STOCKTON CITY CLERK

MINUTES
CITY COUNCIL SPECIAL
MEETING OF JUNE 2, 2025

Adventist Health Arena, 248 W. Fremont Street. Stockton, CA

1. SPECIAL SESSION CALL TO ORDER / ROLL CALL - 1:30 PM

Roll Call
Present:
Michael Blower
Brando Villapudua
Michele Padilla
Christina Fugazi
Mario Enríquez
Jason Lee
Absent:
Mariela Ponce.

2. PUBLIC COMMENT

None

3. ITEMS FOR DISCUSSION

3.1 25-0644 COUNCIL TRAINING SESSION - GOOD GOVERNANCE

Informational item. No action taken.

Legislation Text

PowerPoint Presentation

4. ADJOURNMENT - 4:35 PM

KATHERINE ROLAND, CMC, CPMC
STOCKTON CITY CLERK

MINUTES
CITY COUNCIL AND CONCURRENT AUTHORITIES
MEETING OF JUNE 3, 2025

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

1. CLOSED SESSION CALL TO ORDER/ROLL CALL - 4:00 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Mario Enríquez
Jason Lee
Absent:
Michele Padilla, and Mariela Ponce.

Note: Councilmember Ponce arrived at 4:01 PM and Councilmember Padilla arrived at 4:07 PM

2. ADDITIONS TO CLOSED SESSION AGENDA

None

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 25-0654 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Number of Cases: Two Name of Case: Police Sergeant Michelle Guthrie, (Workers' Compensation Appeals Board Case Nos. ADJ16466476, ADJ16466478, ADJ16862000, ADJ17005184, and ADJ17613528) Name of Case: Fire Captain Jay Scoffield, (Workers' Compensation Appeals Board Case No. ADJ9381878) This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code to discuss matters pertaining to existing litigation.

Legislation Text

3.2 25-0606 CONFERENCE WITH LABOR NEGOTIATOR

Legislation Text

3.3 ~~25-0606 CONFERENCE WITH LABOR NEGOTIATOR~~

Legislation Text

Note: This item was duplicated in error.

4. CLOSED SESSION PUBLIC COMMENT

None

5. RECESS TO CLOSED SESSION - 4:01 PM

The Council recessed to Closed Session at 4:01 PM. The Council returned from Closed Session and adjourned at 4:49 PM

6. REGULAR SESSION CALL TO ORDER/ROLL CALL - 5:30 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Michele Padilla
Mariela Ponce
Mario Enríquez
Jason Lee

7. INVOCATION/PLEDGE TO FLAG

The Invocation was given by Bishop Dwight Williams and the Pledge of Allegiance was led by Justin Julian, 11th grade student from Weber Technical Institute High School

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

Lori Asuncion, City Attorney reported their was none

9. ADDITIONS TO REGULAR SESSION AGENDA

None

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 25-0655 PROCLAMATION: LGBTQ+ PRIDE MONTH

Legislation Text

Recipients: Stockton Pride Center and Central Valley Gender Health and Wellness

Dakota Blaze, Health Equity Director, Gender Health and Wellness - thanked Councilmembers for the proclamation

Phillip Britton, Stockton Pride Center - Diversity

10.2 25-0656 PROCLAMATION: NATIONAL PUBLIC WORKS WEEK

Legislation Text

Recipient: Chad Reed, Deputy City Manager

Chad Reed, Deputy City Manager - Public Works duties, thanked staff for hard work

10.3 RECOGINTION OF CITY OF STOCKTON EMPLOYEE

Recipient: Chief Richard Edwards, Fire Department Chief

Chief Richard Edwards, Fire Department Chief - grateful for experience, thanked staff

11. PUBLIC COMMENTS - MATTERS NOT ON THE AGENDA

Andrew Abbott - Interim City Manager, city staff, best practices

Cynthia Gail Boyd - moment of silence for homicide victims, commended Stockton Police Department Detectives unit; Stockton Fair Grounds Juneteenth event June 14, 2025 10:00 AM-8:00 PM, Atherton Park Juneteenth event June 19, 2025 12:00 PM-6:00 PM

Pat Barrett - substance abuse, mental health issues, housing, encampments

Rueben Mendoza - homeless, housing issues

David Scatena - members of the council; Interim City Manager, consultant

Mary Elizabeth - Founding Family Certificate

Yolanda Amen - condolences to Mayor Fugazi; William Long Park, city working program, Play in the Shade Program

Sean Farley - Longshore Workers Union Member International Longshore and Warehouse Union Local 56, labor dispute, expired agreement (Document Filed)

Document Filed - Sean Farley

Joaquin Jarleium - International Longshore Warehouse Union Local 56

Jennifer Gass - Lions Club, Helen Keller Mural

Jesse Mejia - Stockton Street Dogs Rescue Group; protection of animals

Bobby Bivens - governance of the city; equal opportunity, job opportunities and creation; financial team, employees

Council Correspondence - Public Comment

12. CONSENT AGENDA

Approve the Consent agenda with a single vote

Moved by: Michael Blower, seconded by Jason Lee.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.1 25-0531 CHANGE TO CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT MEETING AGENDA TITLE AND RELATED COUNCIL POLICY 4.02- AGENDAS

Resolution 2025-06-03-1201 changing the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent meeting agenda title to "City Council and Concurrent Authorities" and adopting related changes to Council Policy 4.02 - Agendas

Legislation Text

Attachment A - CPM 4.02 redline

Proposed Resolution - Council Agenda Title

Exhibit 1 - Council Policy 4.02

Approved Resolution 2025-06-03-1201

12.2 25-0577 ACCEPT COMMITTEE MINUTES FOR FILING

Motion 2025-06-03-1202 accepting for filing minutes from Salary Setting Commission

Legislation Text

Attachment A - SSC Minutes

12.3 25-0431 APPROVE A MOTION AUTHORIZING AN AMENDMENT TO THE MASTER ON-CALL BUILDING PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONTRACT SUPPORT FOR BUILDING CODE PLAN REVIEW, STRUCTURAL ENGINEERING PLAN REVIEW, AND INSPECTION SERVICES

Motion 2025-06-03-1203 authorizing the City Manager to:

1. Approving proposed Amendment No. 1 to the existing Professional Services Agreement No. 422000862 with CSG Consultants, Inc. of Foster City, CA, and BPR Consulting Group, LLC, Granite Bay, CA, to do the following:

a. Increasing funding by $1,400,000.00 for a revised total contract amount not to exceed $3,900,000.00 across the entire vendor pool; and

b. Amending the Option to Renew section of the contract to allow for a one- or two-year extension.

Authorizing the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of the motion.

Legislation Text

Attachment A - Professional Services Agreement 422000862

Attachment B - Professional Services Agreement Amendment 1

12.4 25-0141 RESOLUTION AUTHORIZING THE SUMMARY VACATION OF A PUBLIC UTILITY EASEMENT LOCATED AT 1585 SOUTH UNION STREET AND 1549 SOUTH UNION STREET

Resolution 2025-06-03-1204:

1. Approving the summary vacation of a public utility easement at 1585 South Union Street and 1549 South Union Street;

2. Authorizing the filing of a Notice of Exemption No. NOE 08-25 under the California Environmental Quality Act for the vacation of a public utility easement at 1585 South Union Street and 1549 South Union Street; and

3. Authorizing the City Manager, or designee, to take all the necessary and appropriate actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map - 1549 & 1585 S. Union St.

Attachment B - Aerial Map - 1549 & 1585 S. Union St.

Attachment C - SJRTD Repsonse

Proposed Resolution - 1549 & 1585 S. Union St.

Exhibit 1 - Legal Description

Exhibit 2 - Plat

Exhibit 3 - NOE 08-25

Approved Resolution 2025-06-03-1204

12.5 25-0308 APPROVE MOTION TO AUTHORIZE CONTRACT AMENDMENT THREE WITH TERRAPHASE ENGINEERING FOR ENVIRONMENTAL ASSESSMENT AND PATH TO CLOSURE SERVICES AT 130 NORTH HUNTER STREET

Motion 2025-06-03-1205:

1. Authorizing Amendment Three with Terraphase Engineering in the amount of $179,750.80 for environmental assessment and path to closure services at 130 North Hunter Street; and

2. Authorizing the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract 424000208

Attachment B - Contract Amendment Three

12.6 25-0565 ADOPT A RESOLUTION APPROVING AN ADDITIONAL GRANT AWARD TO DELTA COMMUNITY DEVELOPERS CORPORATION FOR THE

EDISON HOUSE PROJECT

Resolution 2025-06-03-1206:

1. Approving a $479,000 Prohousing Incentive Pilot (PIP) Program grant to Delta Community Developers Corporation (DCDC) for demolition, abatement, and construction activities at the Edison House Project, located at 645 West Harding Way; and

2. Authorizing the City Manager, or designee, to execute all documents and take any necessary and appropriate actions to carry out the purpose and intent of the Resolution.

Legislation Text

Attachment A - Resolution 2023-03-07-1205-01

Attachment B - Resolution 2023-03-07-1205-02

Attachment C - Resolution 2024-10-01-1209

Proposed Resolution

Approved Resolution 2025-06-03-1206

12.7 25-0553 APPROVE A MOTION FOR THE USE OF COOPERATIVE PURCHASING AGREEMENTS FOR AS-NEEDED PURCHASES FOR FIREFIGHTING EQUIPMENT, RESCUE TOOLS, AND ACCESSORIES, FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT, AND PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES

Motion 2025-06-03-1207:

1. Approving findings pursuant to Stockton Municipal Code 3.68.070(A)(5) which support and justify an exception to the competitive bid process.

2. Approving the use of the Sourcewell Cooperative Purchase Agreement No. 020124-LNC with LN Curtis to purchase firefighting equipment, rescue tools, and accessories for a term through April 4, 2028, in a total not-to-exceed amount of $785,000.

3. Approving the use of the Sourcewell Cooperative Purchase Agreement No. 010424-MES with Municipal Emergency Services to purchase firefighting personal protective equipment, for a term through March 27, 2028, in a total not-to-exceed amount of $215,000.

4. Approving Amendment No. 3 to the Agreement with Mallory Safety & Supply for the purchase of public safety and emergency preparedness equipment and related services, utilizing OMNIA Partners Cooperative Purchase Agreement No. 4400008495. Amendment No. 3 increases the not-to-exceed amount by $300,000, for a total not-to-exceed amount of $800,000.

Authorizing the Interim City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Mallory Safety and Supply Original Agreement

Attachment B - Mallory Safety and Supply Amendment No. 1

Attachment C - Mallory Safety and Supply Amendment No. 2

Attachment D - Mallory Safety and Supply Amendment No. 3

Attachment E - LN Curtis Agreement

Attachment F - MES Agreement

12.8 25-0475 APPROVE A MOTION TO EXTEND THE CALNET NEXTGEN PARTICIPATING AGREEMENT AND INCREASE EXPENDITURE AUTHORITY FOR CELLULAR SERVICES WITH AT&T MOBILITY, VERIZON WIRELESS, AND T-MOBILE

Motion 2025-06-03-1208:

1. Authorizing the City Manager to utilize the extension of the State of California CALNET NextGeneration (NextGen) contract (Attachment A) for AT&T Mobility cellular voice and data services for the remainder of the contract, which expires on June 30, 2027;

2. Authorizing the City Manager to utilize the extension of the State of California CALNET NextGen contract for Verizon Wireless cellular voice and data services (Attachment B) for the remainder of the contract, which expires on June 30, 2027;

3. Authorizing the City Manager to utilize the extension of the State of California CALNET NextGen contract for Verizon Wireless CALNET First Responder Cellular Services (Attachment B) for the remainder of the contract, which expires on June 30, 2027;

4. Authorizing the City Manager to utilize the State of California CALNET contract with T-Mobile for cellular voice and data services (Attachment C) for the remainder of the contract, which expires on June 30, 2027

5. Authorizing the City Manager to utilize the State of California CALNET NextGen contract for T-Mobile CALNET First Responder Cellular Services (Attachment C) for the remainder of the contract, which expires on June 30, 2027;

6. Authorizing the City Manager to amend the current AT&T Mobility and Verizon Wireless contracts and enter into a new agreement with T-Mobile for a total estimated amount of $1,587,813 through June 30, 2027;

7. Approving findings that support and justify an exception to the competitive bid process; and

8. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - CA ATT CALNET NextGen Cellular Contract

Attachment B - CA Verizon CALNET NextGen Cellular Contract

Attachment C - CA T-Mobile CALNET NextGen Cellular Contract

12.9 25-0535 ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO CON J. FRANKE ELECTRIC, INC. FOR THE WILSON WAY UNDERCROSSING PUMP STATION RECONSTRUCTION

Resolution 2025-06-03-1209:

1. Approving the filing of Notice of Exemption No. NOE20-25 under the California Environmental Quality Act (CEQA) for the Wilson Way Undercrossing Pump Station Reconstruction (Exhibit 1 to the Resolution).

2. Approving the project Plans and Specifications for the Wilson Way Undercrossing Pump Station Reconstruction (Exhibit 2 to the Resolution).

3. Awarding a $247,700 Construction Contract to Con J. Franke Electric, Inc of Stockton, CA, for the Wilson Way Undercrossing Pump Station Reconstruction (Exhibit 3 to the Resolution).

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Plans and Specs

Exhibit 3 - Construction Contract

Approved Resolution 2025-06-03-1209

12.10 25-0483 APPROVE MOTION TO EXECUTE A THREE-YEAR AGREEMENT, WITH TWO (2) ADDITIONAL ONE (1) YEAR OPTIONS TO EXTEND WITH KOEFRAN INDUSTRIES INC, FOR STOCKTON ANIMAL SHELTER REMOVAL AND DISPOSAL OF DECEASED ANIMALS IN A TOTAL NOT-TO-EXCEED AMOUNT OF $140,795

Motion 2025-06-03-1210:

1. Authorizing the City Manager to execute a three-year contract with two (2) one-year options to extend between the City of Stockton (City) and Koefran Industries Inc. (Koefran) for the Stockton Animal Shelter's (SAS) removal and disposal of deceased animals in an amount not to exceed $140,795;

2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. Authorizing the City Manager and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Koefran Standard Agreement

The following person spoke to this item: Mary Elizabeth

12.11 25-0515 APPROVE MOTION TO EXECUTE A THREE-YEAR AGREEMENT WITH NAVIANT, LLC. FOR HYLAND ONBASE IN AN AMOUNT NOT TO EXCEED $149,490

Motion 2025-06-03-1211:

1. Authorizing the Interim City Manager to execute a three-year contract between the City of Stockton (City) and Naviant, LLC. (Naviant) for Hyland OnBase System (OnBase) in an amount not to exceed $149,490;

2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. Authorizing the Interim City Manager to direct and to make any and all expenditures on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Naviant Renewal Agreement

12.12 25-0657 APPROVE THE SECOND FOLLOW-UP RESPONSE TO THE 2023-24 SAN JOAQUIN CIVIL GRAND JURY CASE NUMBER 0123, CRISIS IN GOVERNMENT

Motion 2025-06-03-1212:

1. Approving the City's second, follow-up response to the 2023-24 San Joaquin Civil Grand Jury Case Number 0123, Crisis in Government.

2. Authorizing the City Attorney to submit all approved responses to the San Joaquin County Civil Grand Jury on behalf of the City and Council.

Legislation Text

Attachment A - 2nd follow-up response to Case No. 0123, Crisis in Gvmt

Attachment B - Initial response to Case No. 0123,Crisis in Gvmt

Attachment C - October 10, 2024 Staff Report

13. ADMINISTRATIVE MATTERS

None

14. UNFINISHED BUSINESS

None

15. NEW BUSINESS

None

16. HEARINGS

16.4 25-0601 STOCKTON ECONOMIC STIMULUS PROGRAM (SESP) UPDATE AND CONSIDERATION OF POTENTIAL PROGRAM AMENDMENTS

Legislation Text

Attachment A - UOP Study

Attachment B - Resolution 2015-11-17-1602

Attachment C - Resolution 2018-07-17-1302

Attachment D - Motion 2019-08-20-1405

Attachment E - SESP Summary Unit Counts

PPT - 16.4 - SESP Update

Approve **Motion 2025-06-03-1604** continuing this item to either the last July City Council Meeting of the first August City Council meeting.

Moved by: Christina Fugazi , seconded by Michael Blower.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

16.1 25-0537 ADOPTION OF AN ORDINANCE TO AMEND TITLE 16 OF THE STOCKTON MUNICIPAL CODE TO REFLECT CHANGES TO STATE LAW AND ACCOMMODATE HOUSING DEVELOPMENT CONSISTENT WITH THE 2040 STOCKTON GENERAL PLAN

Legislation Text

Attachment A - Planning Commission Resolution

Attachment B - Proposed Amendments (Redline)

Proposed Ordinance

Approved Ordinance 2025-06-03-1601

PPT - 16.1 - Amending SMC Title 16

Note: Councilmember Villapudua left dais at 6:36 PM

The following person spoke to this item: Mary Elizabeth

Approve **Ordinance 2025-06-03-1601**: amending the following provisions of the Stockton Municipal Code (SMC) Title 16 (Development Code):

a. Division 1 (Purpose and Applicability of the Development Code),

b. Division 2, Chapter 16.16, Section 16.16.020 (Zoning districts established), Chapter 16.20, Section 16.20.020 (Allowable land uses and permit requirements), Chapter 16.24 (Zoning District Development Standards),
c. Division 3, Chapter 16.32, Section 16.32.060 (Graffiti), Section 16.32.070 (Light and Glare), Chapter 16.36 (General Development and Use Standards), Chapter 16.38 (Building Design Standards), Chapter 16.40 (Affordable Housing Incentive/Density Bonus Provisions), Chapter 16.48 (Fences, Hedges, and Walls), Chapter 16.52 (Infill Development Standards), Chapter 16.64, Section 16.64.040 (Number of Parking Spaces Required), Section 16.64.110 (Off-Street Loading Space Standards), Chapter 16.68 (Planned Development (Permit) Standards), Chapter 16.72 (Public Improvements), Chapter 16.80, Section 16.80.020 (Accessory Uses and Structures), Section 16.80.060 (Animal Regulations), Section 16.80.100 (Child care facilities), Section 16.80.120 (Condominium Conversions), Section 16.80.155 (Emergency Shelters), Section 16.80.210 (Mobilehome Parks and Subdivisions), Section 16.80.215 (Multi-Unit Residential), Section 16.80.220 (Multifamily Development), Section 16.80.225 (Co-Living Facilities), Section 16.80.230 (Multi-Use Facilities), Section 16.80.310 (Accessory Dwelling Units and Junior Accessory Dwelling Units), Section 16.80.350 (Urban Agriculture), Section 16.80.360 (Utility Equipment), Section 16.80.375 (Wind Power Equipment), Section 16.80.400 (Supportive and Transitional Housing),
d. Division 5, Chapter 16.112 (Administrative Exception), Chapter 16.164, Section 16.164.060 (Temporary Activity Permits Development Standards), Chapter 16.176, Section 16.176.020 (Waiver Review Authority),
e. Division 6, Chapter 16.196 (Condominium Conversions), Chapter 16.212 (Urban Lot Splits),
f. Division 7, Chapter 16.214 (Requests for Reasonable Accommodation Under the Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act), Chapter 16.220, Section 16.220.105 (Demolition or Relocation of Historic Resources), and
g. Division 8, Chapter 16.240 (Definitions/Glossary), and Chapter 16.250 (Use Classifications); and,

Finding no further environmental review is required for the proposed amendments to Title 16 (Development Code) under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of Title 14 of the California Code of Regulations (State CEQA Guidelines); and

Moved by: Michael Blower, seconded by Jason Lee.
Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.
Absent: Brando Villapudua.

~~**16.2 25-0068 ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND AN ORDINANCE FOR THE PREZONING OF 6505 SOUTH MCKINLEY AVENUE (APN 193-020-34) TO INDUSTRIAL, LIMITED ZONING FOR THE PURPOSES OF FUTURE INDUSTRIAL DEVELOPMENT (APPLICATION NO. P23-0125)**~~

~~RECOMMENDATION~~

~~It is recommended that the City Council:~~

~~1. Adopt a Resolution certifying a Mitigated Negative Declaration for the Project; and~~

~~2. Adopt an Ordinance for the Prezoning of Assessor Parcel Number 193-020-34 to Industrial, Limited (IL), and~~

~~3. Adopt a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission; and~~

~~4. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the approved resolutions and ordinance.~~

Legislation Text

Attachment A - Location Map and Aerial Photo

Attachment B - Zoning Map

Attachment C - General Plan Land Use Map

Attachment D - Conceptual Project Plans

Attachment E - Prezoning Description

Proposed Resolution - Mitigated Negative Declaration

Exhibit 1 - Mitigated Negative Declaration

Proposed Ordinance

Exhibit 1 - Prezoning Exhibit

PPT - 16.2 - 6505 South McKinley Avenue

Around The Bench Memo

Note: This item was pulled by Community Development Department on 6-3-2025.

Note: This item was continued by staff to the July 15, 2025 City Council meeting

16.3 25-0441 PUBLIC HEARING TO ACCEPT THE ECONOMIC DEVELOPMENT SUBSIDY 2024 ANNUAL REPORT

Legislation Text

Attachment A - Government Code 53083

Attachment B - AB 562 Annual Report 2024

PPT - 16.3 - Economic Development Subsidy

The following persons spoke to this item: Mary Elizabeth

Approve **Motion 2025-06-03-1603** accepting the Economic Development Subsidy 2024 Annual Report, which includes all subsidies the City has provided for economic development purposes over $100,000.

Moved by: Jason Lee, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.
Absent: Brando Villapudua.

16.5 25-0289 ADOPT THE BUDGET FOR THE FISCAL YEAR 2025-26 STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2

Legislation Text

Attachment A - Vicinity Map

Attachment B - Proposed FY 2025-26 Budget

Attachment C - Summary of Zones

Proposed Resolution

Approved Resolution 2025-06-03-1605

PPT - 16.5 - Con Landscape Maintenance Assessment District

The following person spoke to this item: Cynthia Gail Boyd

Approve **Resolution 2025-06-03-1605**:

1. Overruling any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.

2. Approving and adopting the Consolidated Landscape District's Annual Engineer's Report for the FY 2025-26 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certifying that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2025-26 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirming that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2025-26. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. Authorizing the City Manager or designee, on behalf of the City Clerk, file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2025-26 tax roll for the parcels in the Consolidated Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file

with the City Clerk.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Michael Blower, seconded by Mario Enríquez.
Vote: Motion carried 6-0

Yes: Christina Fugazi , Michael Blower, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.
Absent: Brando Villapudua.

16.6 25-0290 ADOPT THE BUDGET FOR THE FISCAL YEAR 2025-26 CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

Legislation Text

Attachment A - Vicinity Map

Attachment B - Proposed FY 2025-26 Budget

Proposed Resolution

Approved Resolution 2025-06-03-1606

PPT - 16.6 - Lighting Maintenance Assessment District

Approve **Resolution 2025-06-03-1606**:

1. Overruling any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approving and adopting the District's Annual Engineer's Report for the FY 2025-26 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certifying that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2025-26 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirming that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2025-26. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. Authorizing the City Manager or designee, on behalf of the City Clerk, file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2025-26 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual

Engineer's Report on file with the City Clerk.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Mario Enríquez, seconded by Michele Padilla.
Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

16.7 25-0536 HOLD PUBLIC HEARING FOR THE APPROVAL OF THE ANNUAL ENGINEER'S REPORT, FY 2025-26 ANNUAL BUDGETS, AND CONFIRM AND LEVY ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT NO. 2005-1

Legislation Text

Attachment A - District Zones Location Map

Attachment B - Summary of Zone Budgets

Attachment C - Consolidated Storm Drainage Maintenance District Locations

Proposed Resolution

Approved Resolution 2025-06-03-1607

PPT - 16.7 - Cons Storm Drainage Basin Main District

Approve **Resolution 2025-06-03-1607:**

1. Overruling all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing).

2. Approving and adopting the District Annual Engineer's Report for the Fiscal Year (FY) 2025-26, which contains the budget for each zone.

3. Confirming and levying the assessments for each zone as set forth in the Report.

4. Filing the assessments or a copy thereof, certified by the City Clerk or other City Official, with the San Joaquin County Auditor and causing the assessments to be entered on the FY 2025-26 tax roll as set forth in the Annual Engineer's Report on file with the City Clerk.

Authorizing the City Manager to take all appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Jason Lee, seconded by Mariela Ponce.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

16.8 25-0538 HOLD PUBLIC HEARING FOR THE APPROVAL OF THE ENGINEER'S REPORTS, FY 2025-26 ANNUAL BUDGETS, AND ASSESSMENTS FOR INDUSTRIAL STORM DRAINAGE BASIN MAINTENANCE DISTRICTS

Legislation Text

Attachment A - Storm Drainage Basin Districts Locations Map

Attachment B - District Budgets and Fund Balance Projections

Proposed Resolution - Airport Gateway Center

Proposed Resolution - Arch Road Industrial Park

Proposed Resolution - Charter Way Industrial

Proposed Resolution - North Newcastle

Proposed Resolution - Stockton Airport Business Center

Proposed Resolution - Western Pacific Industrial Park

Approved Resolution 2025-06-03-1608-01

Approved Resolution 2025-06-03-1608-02

Approved Resolution 2025-06-03-1608-03

Approved Resolution 2025-06-03-1608-04

Approved Resolution 2025-06-03-1608-05

Approved Resolution 2025-06-03-1608-06

PPT - 16.8 - Ind Storm Drainage Basin Main District

The following person spoke to this item: Mary Elizabeth

Approve **Resolutions 2025-06-03-1608-01, 2025-06-03-1608-02, 2025-06-03-1608-03, 2025-06-03-1608-04, 2025-06-03-1608-05, 2025-06-03-1608-06**:

1. Overruling all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in each District, provided, as to each District, no majority protest exists.

2. Approving and adopting the preliminary Fiscal Year (FY) 2025-26 annual budget for each District.

3. Confirming and levying FY 2025-26 assessments for each of the following six industrial storm drainage basin maintenance Assessment Districts (Districts):

1) Western Pacific Industrial Park Storm Drainage Basin Maintenance District, Project Number 81-1 (Western Pacific)

2) Charter Way Industrial Site Storm Drainage Basin Maintenance District, Project Number 86-4 (Charter Way)

3) Arch Road Industrial Park Storm Drainage Basin Maintenance District, Project Number 84-2 (Arch Road)

4) Airport Gateway Center Storm Drainage Basin Maintenance District, Project Number 96-03 (Airport Gateway)

5) Stockton Airport Business Center Storm Drainage Basin Maintenance District, Project Number 84-1 (Stockton Airport)

6) North Newcastle Storm Pump Station and Basin Maintenance District, Project Number 20-1 (North Newcastle)

4. Approving and adopting the Engineer's Reports (Reports) showing the FY 2025-26 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith as the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. Approving, confirming, and levying the assessments, as described in the Reports, of the annual amount of costs and expenses to maintain and operate the improvements upon the several subdivisions of land in each District, in proportion to the estimated benefits to be received by said subdivisions from the operation of said improvements and of the related incidental expenses as described in each respective Report.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of these resolutions.

Moved by: Michael Blower, seconded by Jason Lee.
Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

16.9 25-0478 2025 PUBLIC HEARING ON WORKFORCE VACANCIES, RECRUITMENT, AND RETENTION EFFORTS PURSUANT TO GOVERNMENT CODE SECTION 3502.3 (AB 2561)

Legislation Text

Attachment A - Assembly Bill 2561

PPT - 16.9 - 2025 Annual Workforce Report

The following persons spoke to this item: Bobby Bivens; Cynthia Gail Boyd, Yolanda Amen, Jenny Hernandez (Document Filed)

Document Filed - Jenny Hernandez

Approve **Motion 2025-06-03-1609** accepting the City of Stockton's Annual Workforce Vacancy, Recruitment, and Retention report pursuant to Government Code Section 3502.3.

Moved by: Jason Lee, seconded by Michael Blower.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

17. CITY MANAGER'S UPDATE

Steve Colangelo, Interim City Manager - Expediting PD and City-wide onboarding; YESS program participants; Fire Fighter applicant pool; reading program and community center day camps; opening of Holiday Park Pool and Brooking Park, ribbon cutting for the McKinley Park pool in mid-June, Play in the Shade program; Preconstruction meeting for an affordable housing development in downtown (La Passeggiata); Appointed Deputy Fire Chief; Appointed a new Division Chief of EMS/ECD (Document Filed)

Document Filed - Interim City Manager

18. COUNCIL COMMENTS

Councilmember Blower - congratulated Deputy City Manager Chad Reed; District 3 drive through recycling event; One Voice Trip, lobbying efforts, meetings; park Clean up; Stockton Police Department overview; Jewish Food Festival; Temple Israel 175th year; thanked Kemper Golf, fence along Swenson; Putt Tech Golf

Vice Mayor Lee - thanked Mayor for commitment; experience as councilmember, politics, City Hall culture; expectations of the Interim City Manager; citizen complaints; ASM Global, Wild N Out Live at arena; diversity report by department request, DEI manager; face covering ban; gang violence; financial health of the city, city auditor; city attorney formally requesting a meeting within the next 30 days, if they will not, enforce section 406 of the charter; McKinley Park and Poll opening June 17, 2025 at 1:00 PM; June 20, 2025 Impact Awards Fundraiser; August Knodt School Saturday June 7, 2025 District 6 Community Forum; euthanizing animals

Approve **Motion 2025-06-03-1800** initiating meeting with Moss Adams regarding a transition plan

Moved by: Jason Lee, seconded by Michele Padilla.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

Councilmember Padilla - graffiti, contact council or utilize Ask Stockton; public comments; city hall staff; summer jobs for youth; summer playmobile; homelessness crisis; city positivity; Wild N Out event

Councilmember Enriquez - Pride Month Flag raising; Legislative Environmental Committee transparency, next one will be Monday June 16, 2025; One Voice Washington DC trip; 250th Army Birthday Flag Raising; Mornings with Mario, next one Saturday June 21, 2025; homelessness; infrastructure fixes; Ask Stockton; thanked City Attorney, training on good governance; insight from staff, moral; public comment; Ad Hoc Committee for City Manager recruitment

Mayor Fugazi - Ad Hoc Committee for City Manager recruitment, timeline; One Voice Washington DC trip; homicides, gang violence; inclusivity; 100 block of East Harding businesses; YES program; summer activity guide on the city website; thanked the public and fellow councilmembers for their support; Juneteenth Celebration on the June 14, 2025 at the Fairgrounds; city budget study session

19. ADJOURNMENT - 9:08 PM

INFORMATIONAL ITEMS

1 25-0614 COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

Informational item only. No action taken.

Legislation Text

Audit 2023-10-26

Audit 2024-01-29

Audit 2025-02-26

Audit 2025-04-14

Center Site 2023-04-21

CSC 2025-04-17

Leg 2024-01-17

KATHERINE ROLAND, CMC, CPMC
STOCKTON CITY CLERK

MINUTES
CITY COUNCIL SPECIAL
MEETING OF JUNE 4, 2025

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

1. SPECIAL SESSION CALL TO ORDER / ROLL CALL - 2:00 PM

Roll Call
Present:
Michael Blower
Brando Villapudua
Christina Fugazi
Mariela Ponce
Mario Enríquez
Absent:
Michele Padilla, and Jason Lee.

Note: Councilmember Padilla and Vice Mayor Lee arrived at 2:01 PM

2. PUBLIC COMMENT

None

3. ITEMS FOR DISCUSSION

3.1 25-0642 BUDGET STUDY SESSION

Reviewed the proposed Fiscal Year (FY) 2025-26 Annual Budget, Fee Schedule, and the 2025-2030 Capital Improvement Plan. The complete documents are available for review on the City's website at: https://www.stocktonca.gov/government/budget___financial_reports/index.php, and in the City Clerk's Office.

Legislation Text

PowerPoint Presentation

Brandon Sepulvada, Budget Analyst II - Budget Overview; Council Goals; Citywide Overview/Expenditures; General Fund

Information Technology Department - Jamil Niazi, Information Technology Director

Human Resources Department - Rosemary Rivas, Human Resources Director

Administrative Services Department - Rosemary Rivas, Human Resources Director

Economic Development Department - Tina McCarty, Economic Development Director

Note: This meeting recessed at 4:12 PM and reconvened at 5:03PM

Community Development Department - Stephanie Ocasio, Community Development Director

Community Services Department - Kris Farro, Community Services Director

Non-Departmental, Charter Offices - Will Crew, Deputy City Manager

Public Works Department - Eric Alvarez, Deputy Public Works Director/City Engineer

Capitol Improvement Projects - Eric Alvarez, Deputy Public Works Director/City Engineer; Dr. Mel Lytle, Director of Municipal Utilities District

Municipal Utilities Department - Dr. Mel Lytle, Municipal Utilities Director

3.2 25-0643 BUDGET STUDY SESSION - CONTINUED

Legislation Text

PowerPoint Presentation

Note: This item was continued to the next City Council special budget study session on June 5th, 2025

4. ADJOURNMENT - 8:49 PM

KATHERINE ROLAND, CMC, CPMC
STOCKTON CITY CLERK

MINUTES
CITY COUNCIL SPECIAL
MEETING OF JUNE 5, 2025

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

1. SPECIAL SESSION CALL TO ORDER / ROLL CALL - 2:15 PM

Roll Call
Present:
Michael Blower
Brando Villapudua
Michele Padilla
Christina Fugazi
Mario Enríquez
Jason Lee
Absent:
Mariela Ponce.

Note Councilmember Ponce arrived at 3:22 PM

2. PUBLIC COMMENT

Mary Elizabeth - spoke to item 3.2

3. ITEMS FOR DISCUSSION

3.1 25-0626 APPROVE A MOTION TO ENTER AN AGREEMENT FOR ADMINISTRATIVE SERVICES DEPARTMENT RECRUITMENT THROUGH PECKHAM & MCKENNEY

Legislation Text

Attachment A - Agreement with Peckham and McKenney

Approve **Motion 2025-06-05-0301**:

1. Authorizing a contract with Peckham & McKenney for executive recruitment support services to the Administrative Services Department for a total not-to-exceed amount of $137,500; and

2. Authorizing the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Moved by: Michele Padilla, seconded by Jason Lee.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Christina Fugazi , Mario Enríquez, and Jason Lee.

Absent: Mariela Ponce.

3.2 25-0665 BUDGET STUDY SESSION - CONTINUED

Continued the review of the proposed Fiscal Year (FY) 2025-26 Annual Budget, Fee Schedule, and the 2025-2030 Capital Improvement Plan. The complete documents are available for review on the City's website at: https://www.stocktonca.gov/government/budget___financial_reports/index.php, and in the City Clerk's Office

Legislation Text

Document Filed- City Manager

Around the Bench

Office of Violence Prevention - Lora Larson, Director Office of Violence Prevention

4. ADJOURNMENT - 4:50 PM

KATHERINE ROLAND, CMC, CPMC
STOCKTON CITY CLERK

MINUTES
CITY COUNCIL AND CONCURRENT AUTHORITIES
MEETING OF JUNE 24, 2025

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

1. CLOSED SESSION CALL TO ORDER/ROLL CALL - 4:01 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Mariela Ponce
Mario Enríquez
Jason Lee
Absent:
Michele Padilla.

2. ADDITIONS TO CLOSED SESSION AGENDA

None

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 25-0582 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Number of Cases: One Name of Case: Francisco Terrones III v. City of Stockton, et al. (San Joaquin County Superior Court Case No. STK-CV-UAT-2021-0011378) This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code to discuss matters pertaining to existing litigation.

Legislation Text

3.2 25-0706 CONFERENCE WITH LABOR NEGOTIATOR

Legislation Text

3.3 25-0708 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Legislation Text

3.4 25-0709 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Legislation Text

4. CLOSED SESSION PUBLIC COMMENT

None

5. RECESS TO CLOSED SESSION

The Council recessed to Closed Session at 4:02 PM. The Council returned from Closed Session and adjourned at 4:30 PM

6. REGULAR SESSION CALL TO ORDER/ROLL CALL - 5:30 PM

Roll Call
Present:
Christina Fugazi
Michael Blower
Brando Villapudua
Michele Padilla
Mariela Ponce
Mario Enríquez
Jason Lee

7. INVOCATION/PLEDGE TO FLAG

The Invocation was given by Pastor Kevin Cano, Iglesia Misionera Garcia y Amor and the Pledge of Allegiance was led by Yocelin Barraza 11th grade Venture Academy

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

Lori Asuncion, City Attorney - In the matter of Francisco Terrones III v. City of Stockton, et al. (San Joaquin County Superior Court Case No. STK-CV-UAT-2021-0011378) the City Council voted 6-0 with Councilmember Padilla absent to settle this matter in the amount of $150,000, there are no other items to report

9. ADDITIONS TO REGULAR SESSION AGENDA

None

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.3 RECOGNITION OF CITY OF STOCKTON EMPLOYEE

Recipient: Patrick High, Police Sergeant

Patrick High, Police Sergeant - grateful for experience, thanked council

10.1 25-0705 PROCLAMATION - PARK AND RECREATION MONTH

Legislation Text

Recipient: Kris Farro, Director of Community Services

10.2 25-0720 PROCLAMATION - GUN VIOLENCE PREVENTION MONTH

Legislation Text

Recipients: Debra Ellison, Moms Demand Action, Cleveland School Remembers - Brady Chapter, Office of Violence Prevention Team

Debra Ellison, Moms Demand Action, Cleveland School Remembers - thanked Councilmembers, Cleveland school shooting; gun violence

11. PUBLIC COMMENTS - MATTERS NOT ON THE AGENDA

Armando Valerio - public safety, 25/26 budget, public health needs, Delta College Resource guide (document filed)

Document Filed - Armando Valerio

Stefanie Alfaro - animal cruelty, homelessness, penal codes, accountability

Zoyla Moreno - Spanish speaking, Latinos, Weston Ranch Crime Watch, police substation

Jessica Velez - unhoused population in Stockton, homeless support, displacement in Trinity Park

Eric Hoyt - unhoused, arrest, human rights

Pat Barrett - unhoused arrests, housing services, displacement, safe sleeping (documents filed)

Document Filed - Pat Barrett

Patrisha Cochran - homeless displacement

Mike Lopez - Trinity park homeless camp displacement, equitable housing, price of clean ups

Council Correspondence - Public Comment

12. CONSENT AGENDA

Approve the Consent agenda with a single vote save for items 12.1, 12.12, 12.16, 12.17, and 12.18 which were considered separately

Moved by: Michael Blower, seconded by Michele Padilla.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.1 25-0662 ADOPT A RESOLUTION APPOINTING A MEMBER TO THE MEASURE W OVERSIGHT COMMITTEE

Legislation Text

Attachment A - Redacted Application

Proposed Resolution - Appointment

Approved Resolution 2025-06-24-1201

Approve **Resolution 2025-06-24-1201** ratifying the appointment to the Measure W Committee of Stefani Alfaro for a term commencing immediately and ending on January 31, 2027

Moved by: Brando Villapudua, seconded by Jason Lee.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.2 25-0668 ADOPT A RESOLUTION ALLOCATING HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN AN AMOUNT UP TO $1,653,877 AND ALLOCATE UP TO $350,000 FROM THE LOW-MODERATE-INCOME HOUSING FUND TO DELTA COMMUNITY DEVELOPMENT CORPORATION FOR THE ACQUISITION OF FIVE SINGLE-FAMILY AFFORDABLE HOMES

Resolution 2025-06-24-1202:

1. Approving the allocation of up to $153,877 of 2017 HOME Investment Partnerships Program Entitlement (HOME) funds, expiring in September 2025, to Delta Community Development Corporation (DCDC) for the acquisition of five single-family affordable homes, from the HOME fund balance;

2. Approving the allocation of up to $1,500,000 of HOME funds to DCDC for the acquisition of five single-family affordable homes, from the HOME fund balance;

3. Approving the allocation of up to $350,000 of Low-Moderate-Income-Housing Funds (LMIHF) to DCDC for the acquisition of five single-family affordable homes;

4. Authorizing the City Manager, or designee, to take actions that are necessary and appropriate to carry out the purpose and intent of the resolution, including the execution of grant documents.

Legislation Text

Proposed Resolution

Approved Resolution 2025-06-24-1202

12.3 25-0352 AUTHORIZE THE ACQUISITION OF REAL PROPERTY LOCATED AT 1661 WEST FREMONT STREET AND APPROPRIATION OF FUNDS FOR THE ACQUISITION

Resolution 2025-06-24-1203:

1. Authorizing the appropriation of $400,000 from the Police Department's Pet Overpopulation Donation Accounts to be used for property acquisition and related costs of 1661 West Fremont Street for the Stockton Animal Shelter;

2. Authorizing the acquisition of real property located at 1661 West Fremont Street, Stockton, California, APN 135-110-14 (Property) from Andrew J. Frey and Debra D.

Frey, Trustees of the Andrew and Debra Frey Revocable Trust dated May 24, 2023 (Seller) in the amount of up to $3,200,000;

3. Authorizing the filing of Notice of Exemption No. 27-25 under the California Environmental Quality Act (CEQA) for the acquisition of real property located at 1661 West Fremont Street, Stockton, California, APN 135-110-14; and

4. Authorizing the City Manager to execute a purchase and sale agreement substantially similar in form to Exhibit 1 attached to the resolution within 45 days of the date of this action, and to take any and all actions necessary and appropriate to carry out the purpose and intent of this resolution, including the execution of documents.

Legislation Text

Attachment A - Vicinity Map

Attachment B - Aerial Map

Attachment C - Resolution 2024-12-03-1504

Proposed Resolution - 1661 West Fremont Street

Exhibit 1 - PSA - 1661 West Fremont

Exhibit 2 - NOE 27-25 - 1661 Fremont Street

Approved Resolution 2025-06-24-1203

12.4 25-0613 ADOPT A RESOLUTION WITH FINDINGS THAT JUSTIFY AND SUPPORT AN EXCEPTION TO THE COMPETITIVE BID PROCESS AND AUTHORIZE THE EXPANSION OF THE CITY OF STOCKTON'S PARTICIPATION IN THE JOINT POWERS AUTHORITY EXCESS RISK POOL, PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)

Resolution 2025-06-24-1204:

1. Approving findings that justify and support an exception to the competitive bidding process pursuant to Stockton Municipal Code 3.68.070(A)(5), for cooperative purchasing agreements;

2. Authorizing the City to expand participation in a Joint Powers Agreement with PRISM (Attachment A), without limitation, allowing the City of Stockton to participate in additional insurance programs such as: Primary Cyber Liability, Property (Attachment B), and Crime (Primary Cyber and Crime do not require Memoranda of Understanding since they are not major programs); and

3. Authorizing the City Manager to execute the Memoranda of Understanding for the additional programs described above.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - JPA 2020 Final PRISM Agreement

Attachment B - MOU Property Program

Proposed Resolution

Approved Resolution 2025-06-24-1204

12.5 25-0630 RESOLUTION TO ADOPT THE UPDATED PUBLICLY AVAILABLE CITY-WIDE SALARY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2025-2026

Resolution 2025-06-24-1205 adopting the updated version of the publicly available salary schedule effective July 1, 2025, to provide comprehensive information on salary compensation used to determine pension amounts in retirement for all City of Stockton job classifications and make the document available on the City's website.

Legislation Text

Proposed Resolution

Exhibit 1 - Salary Schedule 7-1-2025

Approved Resolution 2025-06-24-1205

12.6 25-0616 APPROVE A CONTRACT WITH AT&T TO PROVIDE SWITCHED ETHERNET SERVICE AND NETWORK-ON-DEMAND FIBER SERVICES TO REMOTE SITES

Motion 2025-06-24-1206:

1. Authorizing the purchase of the AT&T Switched Ethernet Service with Network on Demand (ASEoD) telecommunications service plan and support services in the amount of $433,850.40 (Attachment A) and authorize an additional contingency of $100,000 for a total amount of $533,850.40, for 60 months estimated to begin July 1, 2025, through June 30, 2030;

2. Approving findings which support and justify an exception to the competitive bid process; and

3. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and the intent of this motion.

Legislation Text

Attachment A - AT&T ASEoD Contract

12.7 25-0510 APPROVE A MOTION AUTHORIZING INCREASED EXPENDITURE AUTHORITY AND CONTINUED PARTICIPATION IN CALNET (STATE OF CALIFORNIA) CONTRACTS WITH AT&T CORPORATION AND COMCAST

Motion 2025-06-24-1207:

1. Authorizing the City Manager, or designee, to continue to utilize the State of California CALNET NextGeneration (NextGen) contracts (Attachment A) for telecommunication services, which expire on June 30, 2028;

2. Authorizing the City Manager, or designee, to continue to utilize the State of California CALNET Legacy 4 contracts (Attachment B), which expire on June 30,

2026, and exercise any optional extensions to these agreements; Attachment G

3. Authorizing the City Manager, or designee, to amend the CALNET NextGen and CALNET Legacy 4 agreements for services and products from authorized vendors (Attachment C) for an increased total estimated amount of $2,423,842, beginning July 1, 2025, through the respective extension periods of each agreement;

4. Approving findings that support and justify an exception to the competitive bid process; and

5. Authorizing the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - CALNET-NextGen-C4-CAT20-30-AM23-213-A11Y-1

Attachment B - CALNET-Legacy-C4-LEG-12-10-TS-01

Attachment C - CALNET-NextGen-Vendor-Categories

12.8 25-0605 ADOPT A RESOLUTION TO AUTHORIZE CONTRACT CHANGE ORDER NO.1 WITH SILVA LANDSCAPE FOR STORMWATER DRAINAGE BASIN MAINTENANCE

Resolution 2025-06-24-1208 authorizing Contract Change Order No. 1 to Agreement Number 423000298 with Silva Landscape for the maintenance of ten storm drainage detention basins to extend and fund the existing contract for an additional two years in the amount of $314,050 for a total contract not-to-exceed amount of $765,850.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Proposed Resolution

Exhibit 1 - Silva Landscape CCO 1

Approved Resolution 2025-06-24-1208

12.9 25-0672 ADOPT RESOLUTION TO AUTHORIZE THE MORMON SLOUGH IMPROVEMENTS PROJECT

Resolution 2025-06-24-1209:

1. Transferring funds in the amount of $50,000 from the Sidewalk, Curb, and Gutter Repairs Program Fiscal Year 2023-24 SB1, Project No. WD24004, to the Mormon Slough Improvements, Project No. WD25034.

2. Approving the Notice of Exemption No. NOE24-25 under the California Environmental Quality Act for the Mormon Slough Improvements, Project No. WD25034.

3. Approving the plans and specifications for the Mormon Slough Improvements,

4. Awarding a Construction Contract in the amount of $427,569 to FBD Vanguard Construction, Inc. of Livermore, CA, for the Mormon Slough Improvements, Project No. WD25034.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

Approved Resolution 2025-06-24-1209

12.10 25-0355 APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 5 FOR CITY OF STOCKTON CUSTODIAL SERVICES

Motion 2025-06-24-1210 authorizing Contract Change Order No. 5 in the amount of $1,115,201.26 with Imperial Maintenance Services, Inc. of Stockton, CA, for City of Stockton Custodial Services, Project No. OM-22-005.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract Change Order No. 5

Attachment B - Department Financial Breakdown

12.11 25-0497 APPROVE MOTION TO AWARD A SERVICE CONTRACT FOR ON-CALL ARBORIST SERVICES FOR THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT ROUND 4

Motion 2025-06-24-1211:

1. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Awarding a Service Contract to CalTLC dba California Tree and Landscape Consulting, Inc. of Auburn, CA, in the amount of $293,920, for On-Call Arborist Services for the Transformative Climate Communities Grant Round 4, Project No. OM-24-095/WE24052.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract for Services

12.12 25-0558 APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 6 FOR THE MCKINLEY PARK RENOVATION PROJECT

Legislation Text

Attachment A - Vicinity Map

Attachment B - CCO No. 6

Approve **Motion 2025-06-24-1212** authorizing Contract Change Order No. 6, in the amount of $284,064.10, with Otto Construction, Inc. of Sacramento, CA, for the McKinley Park Renovation, Project No. WR21017.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Moved by: Jason Lee, seconded by Mario Enríquez.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.13 25-0571 APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 2 FOR THE POOL AND WATER FILTER SYSTEM MAINTENANCE PROJECT

Motion 2025-06-24-1213 authorizing Contract Change Order No. 2, in the amount of $179,589, with All Seasons Pool Service of Lodi, CA, for the Pool and Water Filter System Maintenance, Project No. OM-22-016.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract Change Order No. 2

12.14 25-0578 APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 2 FOR ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING EQUIPMENT REPAIR AND MAINTENANCE SERVICES

Motion 2025-06-24-1214 authorizing Contract Change Order No. 2, in the amount of $561,230, with American Chiller Service, Inc. of Modesto, CA, for the On-Call Heating, Ventilation, and Air Conditioning Equipment Repair and Maintenance Services, Project No. OM-24-012.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - CCO No. 2 with American Chiller

12.15 25-0292 APPROVE MOTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR THE STREET RESURFACING ON FEDERAL-AID STREETS FISCAL YEAR 2024-25 PROJECT

Motion 2025-06-24-1215:

1. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Awarding a Professional Services Contract to R.E.Y. Engineers, Inc. of Folsom, CA, in the amount of $282,922 for design of the Street Resurfacing on Federal-Aid Streets Fiscal Year 2024-25, Project No. WD25006.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Vicinity Map

Attachment B - Professional Services Contract

12.16 25-0298 ADOPT RESOLUTION TO AUTHORIZE THE EL DORADO STREET BRIDGE OVER BIANCHI PROJECT

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

Approved Resolution 2025-06-24-1216

Approve **Resolution 2025-06-24-1216**:

1. Approving Notice of Exemption No. NOE16-25 under the California Environmental Quality Act for the El Dorado Street Bridge over Bianchi, Project No. WT22002.

2. Approving the plans and specifications for the El Dorado Street Bridge over Bianchi, Project No. WT22002.

3. Awarding a Construction Contract in the amount of $127,369 to Valentine Corporation of San Rafael, CA, for the El Dorado Street Bridge over Bianchi, Project No. WT22002.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Mario Enríquez, seconded by Mariela Ponce.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela

Ponce, Mario Enríquez, and Jason Lee.

12.17 25-0299 ADOPT RESOLUTION TO AUTHORIZE THE CITY STREET RE-STRIPING FISCAL YEAR 2024-25 SB1 PROJECT

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - NOE 18-25

Exhibit 2 - Construction Contract

Approved Resolution 2025-06-24-1217

Approve **Resolution 2025-06-24-1217**:

1. Appropriating funds in the amount of $80,000 from the Gas Tax fund balance to the City Street Re-Striping Fiscal Year 2024-25 SB1, Project No. WD25009.

2. Approving the Notice of Exemption No. NOE18-25 under the California Environmental Quality Act for the City Street Re-Striping Fiscal Year 2024-25 SB1, Project No. WD25009.

3. Approving the plans and specifications for the City Street Re-Striping Fiscal Year 2024-25 SB1, Project No. WD25009.

4. Awarding a Construction Contract in the amount of $301,867.50 to Chrisp Company of Stockton, CA, for the City Street Re-Striping Fiscal Year 2024-25 SB1, Project No. WD25009.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Mario Enríquez, seconded by Michael Blower.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.18 25-0300 ADOPT RESOLUTION TO AUTHORIZE THE LOCAL STREET RESURFACING PROGRAM FISCAL YEAR 2024-25 SB1 - PAVEMENT REPAIR PROJECT

Legislation Text

Attachment A_Vicinity Map

Proposed Resolution

Exhibit 1 - NOE 25-25

Exhibit 2 - Construction Contract

Approved Resolution 2025-06-24-1218

Approve **Resolution 2025-06-24-1218:**

1. Approving the Notice of Exemption No. NOE25-25 under the California Environmental Quality Act for the Local Street Resurfacing Program Fiscal Year 2024-25 SB1 - Pavement Repair, Project No. WD25003.

2. Approving the plans and specifications for the Local Street Resurfacing Program Fiscal Year 2024-25 SB1 - Pavement Repair, Project No. WD25003.

3. Awarding a Construction Contract in the amount of $408,232.79 to Robert Burns Construction, Inc. of Stockton, CA, for the Local Street Resurfacing Program Fiscal Year 2024-25 SB1 - Pavement Repair, Project No. WD25003.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Mario Enríquez, seconded by Michael Blower.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

12.19 25-0581 ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROCURE GENERAL LIABILITY COVERAGE FOR THE CITY OF STOCKTON, EXCEEDING THE CITY MANAGER'S SIGNING AUTHORITY UP TO A MAXIMUM OF $14,000,000 FOR THE POLICY PERIOD OF THE 2025/2026 FISCAL YEAR.

Resolution 2025-06-24-1219:

1. Approving findings that justify and support an exception to the competitive bidding process pursuant to Stockton Municipal Code 3.68.070(A)(5), for cooperative purchasing agreements;

2. Authorizing the City to expand participation in a Joint Powers Agreement with PRISM (Attachment A), without limitation, allowing the City of Stockton to participate in the General Liability program;

3. Authorizing the City Manager to execute the Memoranda of Understanding for the General Liability program, and

4. Authorizing the City Manager to procure General Liability coverage on behalf of the City of Stockton (City), in an amount exceeding the City Manager's standard signing authority in an amount up to a maximum of $14,000,000 for the policy period of the 2025/2026 fiscal year.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - MOU General Liability Program 2

Proposed Resolution

12.20 25-0658 AUTHORIZE THE CITY MANAGER TO APPROVE CONTRACTS FOR REVENUE AUDIT AND CONSULTING SERVICES

Motion 2025-06-24-1220:

1. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

2. Authorizing the City Manager to enter into a five-year agreement with Hinderliter, de Llamas & Associates (HdL) for revenue audit and consulting services for Sales and Use taxes in the amount of $605,000 and Transaction and Use Taxes in the amount of $94,000;

3. Authorizing the City Manager to enter into a five-year agreement with HdL Software, LLC for revenue audit and consulting services for Business License Tax in the amount of $100,000 and Transient Occupancy Tax in the amount of $123,500;

4. Authorizing the City Manager to enter into a five-year agreement with HdL Coren & Cone for revenue audit and consulting services for Property Tax in the amount of $187,500;

5. Authorizing the City Manager to enter into a five-year agreement with MuniServices, LLC (MuniServices) for revenue audit and consulting services for Utility User Tax in the amount of $475,000;

6. Authorizing the City Manager to enter into a five-year agreement with MuniServices, LLC for revenue audit and consulting services for Franchise fees in the amount of $81,250;

7. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Agreement - Hinderliter, de Llamas

Attachment B - Agreement - HdL Software, LLC

Attachment C - Agreement - HdL Coren and Cone

Attachment D - Agreement - MuniServices - UUT Tax Services

Attachment E - Agreement - MuniServices - Franchise Fee Services

13. ADMINISTRATIVE MATTERS

None

14. UNFINISHED BUSINESS

None

15. NEW BUSINESS

15.1 25-0712 DISCUSSION - DIVERSITY, EQUITY, AND INCLUSION

Informational item only. No action taken.

Legislation Text

Attachment A - Resolution 2022-07-12-1504

PowerPoint

Note: The meeting recessed at 6:59 PM and reconvened at 7:07 PM

The following persons spoke to this item: Yolanda Amen, Bobby Bivens, Julie Dunning, Pat Barrett; Tammy Williams; LanPhoung Nguyen; Andi Barrise

15.2 25-0629 SOUTH STOCKTON POLICE SUBSTATIONS

Informational item only. No action taken.

Legislation Text

Attachment A - Option 1 Total Cost

Attachment B - Option 2 Total Cost

Attachment C - Option 3 Total Cost

Attachment D - Option 4 Total Cost

PPT - 15.2 - South Stockton Substations

Council Correspondence - Public Comment

The following persons spoke to this item: Yolanda Amen, Pat Barrett, Brandie Boyd, Peter Ragsdale, Bobby Bivens, Dan Richardson, Andi Barrise

16. HEARINGS

16.1 25-0312 PUBLIC HEARING AUTHORIZING THE VACATION OF A PORTION OF SOUTH PERSHING AVENUE AND TEMPLE STREET RIGHTS-OF-WAY AND RESERVING PUBLIC UTILITY EASEMENTS

Legislation Text

Attachment A - Vicinity Map

Attachment B - Aerial Map

Attachment C - Consent to Vacation of Temple Street

Proposed Resolution - Pershing Avenue and Temple Street

Exhibit 1 - Pershing Ave - Plat and Legal

Exhibit 2 - Temple St - Plat and Legal

Exhibit 3 - NOE13-25 NOE Temple Street

Exhibit 4 - NOE15-25 NOE Pershing Ave

Approved Resolution 2025-06-24-1601

Approve **Resolution 2025-06-24-1601**:

1. Authorizing the vacation of a portion of South Pershing Avenue and Temple Street;

2. Authorizing the reservation of public utility easements;

3. Authorizing the filing of Notice of Exemption 13-25 and 15-25 under the California Environmental Quality Act (CEQA) for the abandonment of a portion of South Pershing Avenue and Temple Street; and

4. Authorizing the City Manager, or designee, to take all the necessary and appropriate actions to carry out the purpose and intent of this resolution.

Moved by: Brando Villapudua, seconded by Jason Lee.

Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

Note The meeting went into recess at 9:31 and came back 9:41 PM

16.2 25-0660 PUBLIC HEARING TO ADOPT THE FISCAL YEAR 2025-26 ANNUAL BUDGET; APPROVE THE 2025-2030 CAPITAL IMPROVEMENT PLAN; APPROVE THE FY 2025-26 FEE SCHEDULE; APPROVE THE FY 2025-26 CALIFORNIA CONSTITUTIONAL APPROPRIATIONS LIMIT; ADOPT THE FY 2025-26 ANNUAL BUDGET FOR THE PARKING AUTHORITY OF THE CITY OF STOCKTON; ADOPT THE FY 2025-26 ANNUAL BUDGET FOR THE SUCCESSOR AGENCY TO THE FORMER STOCKTON REDEVELOPMENT AGENCY

Legislation Text

Proposed City Resolution FY 2025-26 Budget

Proposed Resolution Parking Authority - FY 2025-26 Budget

Exhibit 1 - Parking Authority Proposed Budget 2025-26

Proposed Resolution Successor Agency FY 2025-26 Budget

Exhibit 1 - Successor Agency Proposed Budget 2025-26

Approved Resolution 2025-06-24-1602

Approved Resolution PA 2025-06-24-1602

Approved Resolution SRD 2025-06-24-1602

2025-26 FINAL Annual Budget PPT 6.24.25 v3.pdf

Approve **Resolution 2025-06-24-1602**:

1. Adopting the Fiscal Year (FY) 2025-26 Annual Budget, the 2025-2030 Capital Improvement Plan, and the FY 2025-26 Fee Schedule,

2. Adopting the FY 2025-26 California Constitutional (Gann) Appropriations Limit,

3. Approve other administrative and financial actions.

Resolution PA 2025-06-24-1602:

1. Adopting the FY 2025-26 Annual Budget for the Parking Authority (Exhibit 1 to the Parking Authority resolution).

Resolution SRD 2025-06-24-1602:

1. Adopting the FY 2025-26 Annual Budget for the Successor Agency to the former Stockton Redevelopment Agency (Exhibit 1 to the Successor Agency resolution).

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolutions.

Accepting staffs recommendation as presented for the Annual Budget with the following modifications: $150,000 that was to be reallocated from the City Managers discretionary fund to the Council discretionary fund and allocating it to fund the City Clerk and City Attorneys' budget asks, totaling approximately $128,000, and redistributing the remaining amount to the Council discretionary account. Approving additional positions for the Office of Violence Prevention, as part of the budget as presented, while waiting to fill the positions until the outcome of the Calvert grant and revenues.

Moved by: Jason Lee, seconded by Michele Padilla.
Vote: Motion carried 7-0

Yes: Christina Fugazi , Michael Blower, Brando Villapudua, Michele Padilla, Mariela Ponce, Mario Enríquez, and Jason Lee.

17. CITY MANAGER'S UPDATE

None

18. COUNCIL COMMENTS

Councilmember Blower - thanked City staff; tour of Stanislaus State Stockton Campus; Stockton Art Night; miniature golf course at Swenson; Juneteenth celebration; Stocktonian of the Year Banquet, Tino Adami; Taste of the Mile; Haggin Event; Cal Cities Central Valley division meeting

Councilmember Padilla - homelessness, active sites, resources, abatement in July; community event July 12, 2025, Michael Faklis Park; McKinley Park; thanked City staff

Councilmember Villapudua - thanked Chad Reed and Interim City Manager, Dameron hospital; Genova Bakery; Weber Point water splashing pad; Community Development Committee opening; thanked firefighters, vacant buildings; Happy 4th of July

Councilmember Enriquez - thanked Vice Mayor and Councilwoman Padilla, flag policy; budget sessions; Leadership Stockton Graduates; Pixie Woods fundraiser; Mornings with Mario, July 12, 2025, Groundstack coffee; East west connection

project; Stockton Pride; County Pride Flag Raising; Taste of the Mile; thanked City Manager office staff; Legislative/Environmental committee, vacant building ordinance; street vending; boards and commissions; unhoused; thanked Police Department; CalTrans; thanked Vice Mayor, press conference; oversight; Ad Hoc Committee dissolution discussion at our July meeting, how they are formed; appointed positions; Karate Championship June 29, 2205; American Cancer Discovery shop 40th Anniversary

Vice Mayor Lee - discussions on the dais, thanked Mayor; thanked staff; District 6 community forum; I am ready community council; Juneteenth celebration; press conference, diversity equity and inclusion, defunding of the DEI budget; policy on discretionary budget; homelessness crisis; DEI report card; pursue making DEI its own department; face covering ban ordinance; DEI plan to be presented to council within the next 30 days

Mayor Fugazi - animal cruelty, Item 12.3; St. Mary's shelter; homeless; Item 12.15, resurfacing streets; Mayor conference in Tampa; housing, grocery stores, jobs; smoke shop ordinance; vacant lot ordinance; charter policies; press conference, ad hoc for city manager; council comment time limits; college interns

19. ADJOURNMENT - 11:58 PM

KATHERINE ROLAND, CMC, CPMC
STOCKTON CITY CLERK

File #: 25-0747, **Version:** 1

APPOINTMENTS TO THE CLIMATE ACTION PLAN ADVISORY COMMITTEE

RECOMMENDATION

Adopt a resolution appointing the Mayor's seven recommended community members to serve on the seven-member Climate Action Plan Advisory Committee for four-year terms effective immediately and ending January 31, 2029.

Summary

Due to the expiration of the terms of all ten previous committee members in 2015 (Council Resolution 2013-09-24-1210, Attachment A), the City's current grant funded project to develop a new Climate Action and Adaptation Plan (CAAP), and the best practice to maintain consistency per the 2008 Settlement Agreement, the City recognized the need to reenact the Climate Action Plan Advisory Committee. Applications for the Climate Action Plan Advisory Committee were solicited from the public during April 2025 and June 2025.

Mayor Fugazi is recommending seven community members to serve on the Climate Action Plan Advisory Committee. The Mayor is requesting that the City Council, based on her recommendation, appoint these seven community members to the Climate Action Plan Advisory Committee for a four-year term effective immediately and ending on January 31, 2029.

Environmental
Tanisha Raj - Catholic Charities
Mary Elizabeth - Sierra Club

Non-Profit Community Organization
Patricia Barrett - Mineral Baths Community Garden
Julie Dunning - Tree Stockton

Labor
Tim Robertson - San Joaquin Building Trades Council

Business
Jeanice Nyung - Borderless Academics, Inc.

Developer
James Jimison - AG Spanos Companies

DISCUSSION

Background

On December 11, 2007, the City Council (Resolution No. 07-0515) adopted the 2035 General Plan and Infrastructure Studies and the Bicycle Master Plan. In January 2008, litigation was initiated against the City by the Sierra Club alleging inadequate environmental review under the California Environmental Quality Act. Subsequent to the filing of the Sierra Club lawsuit, the Attorney General of the State of California contacted the City and indicated that the State may join the pending litigation unless the City agreed to certain actions to more definitively implement the intent of the California Global Warming Solutions Act, also known as Assembly Bill 32.

On September 9, 2008, the City Council approved a Memorandum of Agreement (Settlement Agreement) with the Attorney General of California and the Sierra Club.

As required by the Settlement Agreement, a Climate Action Plan Advisory Committee was formed. The first committee was based on recommendations by former Mayor Edward Chavez and was appointed by City Council action on November 4, 2008 (Resolution No. 08-0438). The Climate Action Plan Advisory Committee is a volunteer board and is formed to monitor the City's compliance with the Settlement Agreement, help identify funding sources to implement the Settlement Agreement, and to make recommendations to the Planning Commission and City Council regarding the Climate Action Plan.

Though the Settlement Agreement requires just five members, the City has elected to expand participation to seven members. This membership consists of the following general categories: two members from the categories of environmental and non-profit community organization and one member from the categories of labor, business and developer. The Settlement Agreement does not specify that a member comes from a particular organization or company.

Present Situation

The terms of the previous ten committee members expired on September 23, 2015. Per the procedures set forth in Council Policy 100-2, applications were solicited from the public on April 8, 2025 to June 12, 2025. At the close of the solicitation period, the City Clerk's office had received a total of 13 applications for the seven available seats.

City staff are currently working under the funding of two grant programs to update the City of Stockton Climate Action Plan initially developed in 2008 and implemented from 2014-2020.

On December 12, 2023, City Council approved Resolution No. 2023-12-12-1202 to accept the State of California Adaptation Planning Grant Program (APGP) in the amount of $650,000 and on May 14, 2024, the City Council approve Resolution No. 2024-5-14-1502 to accept the United States Environmental Protection Agency Climate Pollution Reduction Grant (CPRG), in the amount of $1,000,000.

The APGP and CPRG grants will be used in combination to develop a new Comprehensive Climate Action & Adaptation (CCAAP) plan for the City which combines the names and requirements of both programs. The new CCAAP also known as Climate Action and Adaptation Plan (CAAP), will provide an updated prioritized strategic framework and blueprint to improve environmental and economic conditions in the Stockton community and the MSA by targeting reduced greenhouse gas emission,

enhanced health outcomes and supporting more sustainable practices.

As required by the September 9, 2008 Settlement Agreement with the Attorney General of California and the Sierra Club, the City must form a Climate Action Plan Advisory Committee as recommended by the Mayor and appointed by City Council.

The recommended candidates represent the diversity and passion of and for the community. Recruitment for the committee was advertised and solicited through multiple channels throughout the City and county to recruit fresh voices from diverse perspectives. The committee recruitment was advertised through the various Chambers of Commerce represented throughout San Joaquin County, the Board of Supervisors, the Port of Stockton, several influential non-profit organizations, the Building Trades Council, TCC projects, County events and City events.

City staff and the Mayor discussed the applicants and their qualifications. Upon review and careful consideration of all the applicants' qualifications and associations with the specified interest groups, Mayor Fugazi is recommending that the City Council appoint the community members (listed previously in the Summary) representing the identified interest groups, to serve on the Climate Action Plan Advisory Committee for a four-year term, effective immediately.

This Committee will advise and make recommendations to the Council on the Climate Action & Adaptation Plan and related plans/ programs, help identify funding sources to implement this plan and review in a timely manner all draft plans and policy statements developed and make recommendations to the Planning Commission and City Council regarding its review.

The Climate Action Plan Advisory Committee will establish a meeting schedule upon the first meeting of the committee. The Climate Action Plan Advisory Committee will meet once a month and for other related Climate Action Plan meetings. City Council consideration of the Climate Action Plan and related plan/ programs is expected in Spring 2026.

FINANCIAL SUMMARY

This action will have no direct financial impact to City Departments.

Attachment A - Resolution 2013-09-24-1210
Attachment B - Redacted Applications

Resolution No. 2013-09-24-1210

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING MEMBERS OF THE COMMUNITY TO SERVE ON THE CLIMATE ACTION PLAN ADVISORY COMMITTEE PURSUANT TO THE SETTLEMENT AGREEMENT WITH THE SIERRA CLUB AND THE ATTORNEY GENERAL OF CALIFORNIA

On September 8, 2008, the City Council approved a Memorandum of Agreement with the Attorney General of California and the Sierra Club regarding the General Plan litigation. A component of the Memorandum of Agreement was the establishment and maintenance of an Advisory Committee consisting of representatives from environmental, non-profit, labor, business, and developer interests; now, therefore,

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

1. The City Council shall appoint members of the community to serve on the Climate Action Plan Advisory Committee.

2. The following community members are appointed as Members on the Council Climate Action Plan Advisory Committee for a term of two years beginning on September 24, 2013, and ending September 23, 2015:

Non-Profit
Randall Hatch – Randy Hatch Planning Consultation
Carol Ornelas - Visonary Home Builders

Business
Trudy Reed - Reed & Company
Jeremy Terhune – Defenders of Wildlife

Developer
John Beckman – BIA of the Greater Valley
David Nelson – A G Spanos Companies

Labor
Chris Pedroza - Northern California Carpenters Regional Council
Matt Richard - Sheet Metal Workers Local Union #104

Environmental
Trevor Atkinson – Sierra Club
Dale Stocking – Sierra Club

3. Said appointments will be for a term of two years. Members may serve for one term and continue for unlimited terms subject to reappointment by the City Council.

4. The City Manager is authorized to take such other actions as are necessary and appropriate to carry out the intent of this resolution.

PASSED, APPROVED, and ADOPTED September 24, 2013.

ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: May 15, 2025

Profile

Email Address

Tanisha
First Name

Raj
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 2

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- ( ) Yes
- (•) No

Which Boards would you like to apply for?

Climate Action Plan Advisory Committee: Submitted

Question applies to Climate Action Plan Advisory Committee

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Do you actively represent any of the following interest groups? Select all that apply. *

- [x] Business
- [x] Environmental

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Interests & Experiences

Please tell us about yourself and why you want to serve.

I've been a lifelong Stocktonian resident with an undergraduate degree in Environmental Studies and graduate degree in Water and Environmental Law. For the last three years, I've been serving the Stockton community professionally as an Environmental Justice Program Coordinator doing community engagement, outreach, and education on policies that affect the local communities. Therefore, I would like to use my knowledge and experience to drive an impactful outcome to the climate action plan.

Please state the reason you would like to be a member of this board/commission.

I would like to use my expertise to bring about a just and sustainable climate action plan for Stockton to ensure that we are moving in a direction that allows economic growth meanwhile being environmentally sustainable.

Have you served on an advisory group before?

- ○ Yes
- ◉ No

How did you hear about the position?

CAAP outreach

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

- (•) Yes
- ( ) No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

- ( ) Yes
- (•) No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

- ( ) Yes
- (•) No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

TR

Date Signed

05/15/2025

Profile

Email Address

Mary
First Name

Elizabeth
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 5

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- ( ) Yes
- (•) No

Which Boards would you like to apply for?

Climate Action Plan Advisory Committee: Submitted

Question applies to Climate Action Plan Advisory Committee

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Do you actively represent any of the following interest groups? Select all that apply. *

- [x] Environmental
- [x] Non-Profit Community Organization

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am a fourth generation Stocktonian that went away for school and returned for family which was recently granted Founding Family of San Joaquin County status. I began my professional science training at Indiana University, Bloomington (B.S. Microbiology), continued graduate studies here in Stockton at the University of the Pacific (M.S. Biological Science/Physical and Life Science teaching credentials) and at the University of California, Davis (M.S. Hydrologic Science). I became involved with environmental issues specifically water quality and waste discharges after working for McCormick and Baxter Creosoting Company as a quality control chemist. I subsequently became a Registered Environmental Health Specialist and worked for San Joaquin County on contaminated site cleanups. I went back to school and earned a Master of Hydrologic Science degree from the University of California Davis from which I was recruited to work for a consulting firm. I found that I missed the teaching aspect of my graduate program. I began to use my teaching credentials that I earned many years before and have continued working in the field of education. I want to serve because I want to be part of the positive changes happening in Stockton, increasing public participation, and to represent various groups in the community including environmental and disadvantaged communities. A climate adaptation and resiliency plan is a step in the City's effort to develop an energy resilient community reducing greenhouse gases and developing clean energy jobs.

Please state the reason you would like to be a member of this board/commission.

While in Sacramento, when opportunities arose to use my science skills outside of teaching, I took advantage and did consulting work if the project fit into my schedule. Since I have moved to Stockton and now that I am working at the School for Adults two evenings a week and a month during summer break, I have stopped pursuing those outside assignments. Nevertheless, I still very much enjoy the technical aspects of environmental project planning and implementation and have time to pursue those interests. After returning to Stockton, I have returned to doing conservation work for the Sierra Club, Delta Sierra Group Conservation Chair. I have been increasingly involved with groundwater planning in the Eastern San Joaquin Subbasin since the development of the Sustainable Groundwater Management Act in 2014 attending meetings, working with NGOs, and providing comments, serving on the San Joaquin Advisory Water Commission. I am also a member of the AB617 Steering Committee involved with developing and implementing projects to improve air quality within the Stockton project boundaries. I have attended a community choice citizen advisory meeting online and am available during the meeting times. I am knowledgeable of technical and regulatory issues. I want to ask the questions that will help more of our residents understand these issues and get more involved. Good public outreach and involvement efforts are necessary to have a strong sense of community and a successful program implementation.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

I am currently serving on the San Joaquin County Advisory Water Commission and AB 617 Steering Committe.

How did you hear about the position?

Email announcement.

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

No, my source of income, real estate interests, and investments are not in the under development.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

None needed.

Enter Your Initials:

ME

Date Signed

6.18.2025

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Apr 14, 2025

Profile

Email Address

Patricia
First Name

Barrett
Last Name

Street Address

Suite or Apt

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

If selected "Other," please specify.

Latinx, Sub White

What district do you live in? *

- [x] District 6

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

If you have checked “No”, please identify how you prefer to be contacted:

n/a

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

◉ Yes ○ No

If yes, please list

Mayor's Roundtable on ADA Water Advisory Group

Which Boards would you like to apply for?

Climate Action Plan Advisory Committee: Submitted

Question applies to Climate Action Plan Advisory Committee

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Do you actively represent any of the following interest groups? Select all that apply. *

☑ Environmental
☑ Non-Profit Community Organization

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community

Question applies to Water Advisory Group

Do you reside within one of the Stockton Municipal Utilities' three utility service areas?

◉ Yes ○ No

Question applies to Water Advisory Group

If yes, state which one:

Calwater

Interests & Experiences

Please tell us about yourself and why you want to serve.

Lived in stockton for 15 yrs, retired, part time self employed, work in mental health advocate for South Stockton and marginal populations

Please state the reason you would like to be a member of this board/commission.

Doing my civic duty and represent district 6 Councilmember, underserved communities, really involved with the world's sustainable development goals

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

Mayor's Task Force for People with Disabilities Taft Community Advisory Board Tri City Homeless Coalition, Alameda county SJC Behavioral Health Services Behavioral Health Board Election Advisory Committee

How did you hear about the position?

Email

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

n/a

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

n/a Service dogs

Enter Your Initials:

PB

Date Signed

11082023

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Apr 09, 2025

Profile

Email Address

Julie
First Name

M
Middle Initial

Dunning
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 4

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- (•) Yes
- ( ) No

If yes, please list

Measure A

Which Boards would you like to apply for?

Climate Action Plan Advisory Committee: Submitted

Question applies to Climate Action Plan Advisory Committee

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Do you actively represent any of the following interest groups? Select all that apply. *

- [x] Non-Profit Community Organization

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Activist for the Visual Environment, Public Art, or Regional/National Individual Artists' work
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am retired from the State of California after a 35+ year career where the majority of my time was spent as the District 10 Director of Administration, acting District Director, and later at the HQ level as Chief of Strategic Planning and Performance Management. While performing my duties as Director of Admin, I became proficient in budgetary oversight. I have a keen sense for fiscal responsibility, and a passion for governmental transparency and accountability. Additionally, during my 35-year career, I had extensive involvement in capital project planning and development where I had to work closely with cities and counties on the development and implementation of local and regional matters. This work required a working knowledge of policies, rules, and regulations and how to interpret and apply them. I truly enjoyed my time as a civil servant and like to stay active/informed by attending various Council and committee meetings. I am very interested in City of Stockton's governance and would like to serve my community at the local level. Currently I serve as the Board President for Tree Stockton, a non-profit organization focused on the preservation and enhancement of the City's urban forest.

Please state the reason you would like to be a member of this board/commission.

I have a keen interest in the betterment and future development of the City of Stockton. I want to use my 35 years of professional government experience and my personal interest in the environment to help Stockton become a healthier city and develop the plan and programs necessary to address current and future climate and environmental issues.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

During my years of employment with the state I served on various internal and external advisory committees. Some were for process improvements; others were for providing recommendations on implementation of new policies/procedures, and others were topic or project specific citizen's advisory groups. I am currently serving on the Measure A Advisory Committee.

How did you hear about the position?

Various outreach efforts from the City Clerk's office and m Council member.

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

None

Enter Your Initials:

jd

Date Signed

4-9-2025

Profile

Email Address

Jeanice
First Name

Nyung
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 4

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- ( ) Yes
- (•) No

Which Boards would you like to apply for?

Climate Action Plan Advisory Committee: Submitted

Question applies to Climate Action Plan Advisory Committee

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Do you actively represent any of the following interest groups? Select all that apply. *

☑ Business

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am an community based education service provider with a social and environmental mission that drives my work with K-12 youth in Stockton and the greater Central Valley. I have a particular interest and passion for an environmentally sustainable future for all and would like to contribute my experience as a scientist, educational access advocate, and community builder to accomplish the goals of this committee for a greater Stockton.

Please state the reason you would like to be a member of this board/commission.

I believe a diverse set of collaborators will ensure we get these policies and projects right. My experience in the Peace Corps, multi-lingual skills and cultural sensitivity and future focused solutions based lens will strengthen this board and ensure it's longevity through youth involvement.

Have you served on an advisory group before?

○ Yes ◉ No

How did you hear about the position?

Stockton Rising Annual Summit

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

JN

Date Signed

05/14/2025

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: May 29, 2025

Profile

Email Address

James
First Name

E.
Middle Initial

Jimison
Last Name

Street Address

Suite or Apt

Stockton
City

CA
State

Postal Code

What district do you live in? *

- [x] Other

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- ( ) Yes
- (•) No

Which Boards would you like to apply for?

Climate Action Plan Advisory Committee: Submitted

Question applies to Climate Action Plan Advisory Committee

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Do you actively represent any of the following interest groups? Select all that apply. *

☑ Developer

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community

Interests & Experiences

Please tell us about yourself and why you want to serve.

Active residential developments in Stockton

Please state the reason you would like to be a member of this board/commission.

Active residential developments in Stockton.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

IWG

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

(•) Yes ( ) No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

JEJ

Date Signed

5/29/2025

Profile

Email Address

Tim
First Name

Robertson
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 3

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- ( ) Yes
- (•) No

Which Boards would you like to apply for?

Climate Action Plan Advisory Committee: Submitted

Question applies to Climate Action Plan Advisory Committee

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Do you actively represent any of the following interest groups? Select all that apply. *

- [x] Labor

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Interests & Experiences

Please tell us about yourself and why you want to serve.

My name is Tim Robertson and I am executive director of the San Joaquin Building Trades Council. Though I have long been a part of the Stockton community, I have recently move to the city and am looking to get even more involved. I'm passionate about the pursuit of practical and effective solutions to climate change given the real impact city residents are facing and the potential for worsening conditions long term. As an advocate for workers and their families, I am committed to ensure that climate policy provides increased economic and job opportunities in order to uplift our communities and am very versed in the intersection between environmental and economic justice. I am currently serving on multiple committees that are exploring responsible climate change development, including one convened by Lawrence Livermore Laboratory and another by the University of California - Berkeley. Further, I serve on the Steering Committee for North Valley Thrive, which is exploring regional strategies for carbon management and clean energy development. I am also well connected to the community and work well with various individuals and organizations that are interested in climate policy and I work to build consensus when possible, but am comfortable with differing opinions and disagreeing respectfully. I'm also comfortable working with elected officials and public agencies in pursuit of equitable climate development.

Please state the reason you would like to be a member of this board/commission.

I am passionate about helping reverse some of the generational challenges many Stockton residents face. Most health and economic metrics demonstrate that systemic issues make it harder for the average Stockton resident to thrive than in other places. There are solutions, but they will require a focused community leadership that can cut through historical divisions. Bringing people and entities together to improve lives is both my day job and my passion. Leveraging new public and private investment in climate solutions is a once in a generation opportunity for our communities to improve the health of our residents while boosting economic opportunities. As I am already heavily engaged and committed to this work, I would be honored and thrilled to bring my perspective to the Climate Action Plan Community Advisory Committee.

Have you served on an advisory group before?

○ Yes ◉ No

How did you hear about the position?

I received outreach from the city and was encouraged to apply by community members.

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

TWR

Date Signed

6/3/25

File #: 25-0619, **Version:** 1

ADOPTION OF PROPOSED COUNCIL POLICY MANUAL CHAPTER 2.09 - PUBLIC RECORDS REQUESTS

RECOMMENDATION

Staff recommends that the City Council adopt by resolution the proposed Council Policy Manual (CPM) Chapter 2.09 - Public Records Requests.

Summary

On May 17, 2025, the responsibility for California Public Records Act (CPRA) requests was transferred to the City Clerk's Office. A draft policy for the CPM reflecting the change in responsibility was presented to the Legislation/Environmental Committee on May 27, 2025, and the Committee voted to forward a recommendation for adoption to the City Council.

DISCUSSION

Background

California Public Records Act (CPRA) request responsibilities were assigned to the Community Relations Officer and guided by Administrative Directive LAW-02 Requests for Public Records or Release of File Information (Attachment A)

The Community Relations Officer position has been eliminated and Public Records Requests responsibilities transferred to the City Clerk's Office. There is no current policy in place to address Public Records Requests under the responsibility of the City Clerk's Office. Additionally, Administrative Directives are issued under the City Manager's Authority which does not extend to the Clerk's Office. It is therefore necessary to establish a policy under the Council Policy Manual.

On May 27, 2025, the Legislation/Environmental Committee reviewed the proposed CPM Chapter 2.09 - Public Records Requests policy and recommended it to Council for adoption.

After the Legislation/Environmental Committee meeting, staff determined it was necessary to add a section addressing the search of personal devices. The text reads as follows:

"3) Search of personal devices

The City strongly discourages the use of personal devices for City business. Per the requirements of City of San Jose v. Superior Court (2017) 2 Cal.5th 608, Councilmembers and staff are asked to conduct a good faith search for public records that may be on their personal devices including text messages, direct messages on social media, or voice mails saved on their device.

a. Councilmembers will search their own personal devices and complete the Personal

Device Affidavit - City Council

b. City Employees will search their own personal devices and complete the Personal Device Affidavit - City Employee"

Present Situation

In accordance with the recommendation of the Legislation/Environmental Committee and noting the change to add a section on the search of personal devices, staff now presents the proposed CPM Chapter 2.09 - Public Records Requests (Attachment B). This policy will provide additional details to support the process by which requests for public records are completed and establish the authority of the Clerk's Office to do so.

FINANCIAL SUMMARY

There is no financial impact from approval of these changes.

Attachment A - Administrative Directive Law-02
Attachment B - Draft CPM Chapter 2.09

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No.	Page No.
REQUESTS FOR PUBLIC RECORDS OR RELEASE OF FILE INFORMATION	**LAW—02**	**1 of 4**
	Effective Date: **1/25/16**	Revised From: 5/15/82, 4/15/84, 11/17/97, 5/1/02, 3/28/05

I. PURPOSE

To establish procedures for the release or withholding of information and/or documents.

II. POLICY

The California Public Records Act (Government Code §§ 6250 et seq.) embodies the legislative policy of the state by providing for accessibility to and copying of certain records, by defining what documents are "public records" and exempting certain types of records from general release. It is essential that the Act be followed to ensure proper release of information and to prevent disclosure of information which may compromise the City's position or defense in threatened or pending litigation of any type.

III. PROCEDURES

Most City documents are "public records" and will be released to the public promptly upon request. However, except for those specific documents mentioned below, a request for information form should be filled out and routed to the City Attorney's Office, with a copy to the City Manager's community relations designee, to determine if any exceptions to the Public Records Act apply. Requests should be processed as follows:

1. The original executed form shall be submitted to the Department or custodian of the document or information.

2. Requests for public records must sufficiently describe the records sought so that identification, location and retrieval can be accomplished. Verbal requests requiring a search for records should be confirmed in writing. The Department or custodian shall assist the requesting party by (a) attempting to identify the exact records or information that are responsive to the request; (b) describing the technology and physical location in

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: **REQUESTS FOR PUBLIC RECORDS OR RELEASE OF FILE INFORMATION**	Directive No. **LAW—02**	Page No. **2 of 4**
	Effective Date: **1/25/16**	Revised From: 5/15/82 4/15/84 11/17/97 5/1/02 3/28/05

which the records exist; and (c) providing suggestions for overcoming any practical basis for denying access to the records or information sought. If the records are located in more than one department, the department where the request originated shall coordinate the response from the other departments.

3. The Department or custodian shall notify the requesting party within ten days that the request will be processed within a reasonable time, unless an extension is necessary due to unusual circumstances or the requested information is privileged or exempt from the Public Records Act. A response (the record, notice of exemption or notice of extension of time to respond) will be provided to the City Manager's community relations designee. The City Manager's community relations designee will then provide the information to the requesting party by mailing to the address provided or, if requested, the requesting party may be notified by phone and arrange to receive the response. In the event the requesting party is a member of the media, the City Manager's community relations designee will provide the information to the City Council and to any affected member of the City Manager's Executive Team so they are prepared to respond to questions from the media.

4. The Department or custodian shall ascertain if the document or information requested is reasonably identifiable and contained in their files. The Department shall identify on the request form those documents which appear to respond to the request and the estimated cost of preparing the documents. The City is only obligated to produce the records upon payment of fees covering the direct costs of duplication or statutory fees and costs, if applicable.

5. The request form and a copy of the identified document(s), if less than five (5) pages, shall be forwarded to the City Attorney. If more than five pages, an explanation of the volume and content should be stated on the request form and arrangements made to deliver the file for evaluation.

6. The Department or custodian shall submit, with the form and documents(s), sufficient additional information to enable the City Attorney

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: **REQUESTS FOR PUBLIC RECORDS OR RELEASE OF FILE INFORMATION**	Directive No. **LAW—02**	Page No. **3 of 4**
	Effective Date: **1/25/16**	Revised From: 5/15/82 4/15/84 11/17/97 5/1/02 3/28/05

to determine if the document is a "public record" or if the information or any part of it is exempt from disclosure pursuant to Government Code §

6254 et seq. or any other exemption. The City Attorney's office will provide the City Manager's community relations designee with all materials to be included in the response.

7. Exceptions to above procedure:

(a) This policy does not apply to the release of accident reports completed by the Police Department. See Vehicle Code section 20012 for those persons entitled to the accident report.

(b) Requests to the City Clerk for any staff reports or minutes of meetings of the City Council or any board or commission or for a duly adopted ordinance or resolution may be released without further review unless specific questions or issues apply to the particular request.

(c) Requests to the Community Development Department for copies of building permits and inspection records may be released without further review unless specific questions or issues apply to the particular request.

(d) Requests to the Housing and Redevelopment Department for copies of Inspection Reports and related materials, including all Notices issued by the Neighborhood Services Division regarding code enforcement matters may be released without further review unless specific questions or issues apply to the particular request.

(e) Requests to the Fire Department for inspection reports may be released without further review unless specific questions or issues apply to the particular request.

(f) Requests to the Administrative Services Department for copies of business licenses may be released without further review as long

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: **REQUESTS FOR PUBLIC RECORDS OR RELEASE OF FILE INFORMATION**	Directive No. **LAW—02**	Page No. **4 of 4**
	Effective Date: **1/25/16**	Revised From: 5/15/82, 4/15/84, 11/17/97, 5/1/02, 3/28/05

as any confidential information, including financial information, social security numbers, and home telephone numbers is blacked out.

(g) This policy does not apply to documents intended for dissemination as public information or to requests that would require the City to compile data, perform research or create new records not currently in existence.

(h) This policy does not apply to a subpoena for records (subpoena duces tecum) issued to a non-party witness in a case in which neither the City nor the Redevelopment Agency is a party. See LAW-004 for procedures applicable to the subpoena.

(i) This policy does not apply to any subpoena issued by a party to a lawsuit in which the City or Redevelopment Agency is a party. Such subpoenas should be referred immediately and directly to the City Attorney's office for evaluation and processing.

APPROVED:

KURT O. WILSON
CITY MANAGER

CHAPTER 2.09
PUBLIC RECORDS REQUESTS

§ 2.09.010. Policy.

The California Public Records Act (Cal. Gov. Code§ 7920.000 et. seq.; formerly Cal. Gov Code,§ 6250 et. seq.), the "Act," embodies the legislative policy of the State of California safeguarding the accountability of government to the public and promoting maximum disclosure of the conduct of government operations by providing for access to certain records, defining what documents are "public records," and exempting certain types of records from general release. It is essential that the Act be followed to ensure transparency, the proper release of information, and to prevent disclosure of information which may compromise the City's position or defense in threatened or pending litigation of any type.

The public has the right to inspect existing public records during office hours or on the City's website and/or receive copies of public records, unless there is a legal basis to not disclose records. Express legal authority is required to deny access to public records; the authority may be within the Act itself or other laws outside the Act. The Act does not provide for a standing or continuing request for documents that may be generated in the future. The City Clerk’s Office works with the City Attorney’s Office to balance the public's right to information and disclosure.

Note: Requests may be referred to by requesters as "FOIA" requests or "Freedom of Information" requests, which refers to the federal law governing the public's right to information. Within the State of California, these requests are addressed under the California Public Records Act.

With the following exceptions, the procedures for processing requests under the Act must be followed by all City Departments:

1) This policy does not apply to the release of accident reports completed by the Police Department, per the California Motor Vehicle Code Section 20012 for persons entitled to the accident report.

2) Requests for any staff reports or minutes of meetings of the City Council or any Board, Commission or Committee or for a duly adopted ordinance or resolution may be released without review unless specific questions or issues apply to a particular request.

3) Requests to the Community Development Department for copies of building permits and inspection records may be released without further review unless specific questions or issues apply to a particular request.

4) Neighborhood Services Division records may be released without further review with personal information about the reporting or complaining party redacted or blacked out or unless specific questions or issues apply to a particular request.

5) Requests to the Fire Department for inspection reports may be released without further review unless specific questions or issues apply to a particular request.

6) Requests for copies of business licenses may be released without further review after any confidential information, including financial information, social security numbers, personal telephone numbers, and home addresses are redacted or blacked out.

7) This policy does not apply to documents intended for dissemination as public information or to requests that would require the City to compile data, perform research or create new records not currently in existence.

8) This policy does not apply to:

a. Police Department records

b. Subpoena records, such records should be referred immediately and directly to the Attorney's office for evaluation and processing.

§ 2.09.020. Procedures

Most City documents and records are "public records" and will be released to the public promptly under the requirements of the California Public Records Act (Cal. Gov. Code 7920.000 §§ et seq.), the "Act." Certain records are exempt under the Act. Exemptions will be determined in consultation with and review by the City Clerk's Office and the City Attorney's Office. Requests may be received in writing, electronically (via email or Ask Stockton), or verbally. Those requesting records (requesters) are not required to fill out a form or provide the request in writing.

1) Departments must:

a. Provide records, or links to publicly available information, per the related policy, when appropriate.

b. Immediately forward all written requests to the City Clerk's Office.

c. For verbal requests:

i. Refer the requester to the City Clerk's Office by telephone, email or in-person, or

ii. Gather all information from the requester, including a description of information, documents or records requested and contact information for the requester, and

iii. Forward the information to the Public Information Office via email or using the Ask Stockton topic "Public Records."

d. Assist with determining what information the requester is seeking and what public record may include the information.

e. Forward all potentially responsive documents or records to the City Clerk's Office upon request.

i. Do not create reports or records for the purposes of responding to a request.

ii. Do not accept open-ended requests or requests for future actions or records.

iii. Do not refuse the request because it is difficult or time consuming.

2) The City Clerk's Office must:

a. Log and track requests, including:

i. How the request was received, for example, email, Ask Stockton, etc.;

ii. Date received by the City;

iii. Date that response(s) due to the requester;

iv. Name/Organization of requester;

v. Description of request; and

vi. Department(s)/employee(s) responsible for gathering records.

b. Send request(s) and description of records or documents requested to Departments.

c. Determine what records exist within 10 calendar days.

i. Forward the records or an extension letter to the requester by the 10th calendar day from the date that the request was received by the City; the City may request up to 14 additional calendar days to determine what records exist that are responsive to the request.

d. Submit an Information Technology (IT) Data Extraction Request, if email (communications) records are requested.

i. Work with IT to define search parameters.

ii. Review all potentially responsive emails and forward to the City Attorney's Office for review.

e. Forward draft response letter and potentially responsive documents to the City Attorney's Office to determine what records may be exempt from disclosure under the Act or other laws.

f. Send a complete or partial, timely response by the due date, unless the response date has been extended by notifying the requester in writing:

i. The response may include links to responsive records or documents include responsive records as attachments to the response.

ii. If the response is voluminous, records may be provided on a rolling basis, with dates communicated in writing to the requester.

iii. Records may also be provided electronically with access to a shared folder or link, or using an external drive.

3) Search of personal devices

The City strongly discourages the use of personal devices for City business. Per the requirements of *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608, Councilmembers and staff are asked to conduct a good faith search for public records that may be on their personal devices including text messages, direct messages on social media, or voice mails saved on their device.

a. Councilmembers will search their own personal devices and complete the Personal Device Affidavit – City Council

b. City Employees will search their own personal devices and complete the Personal Device Affidavit – City Employee

§ 2.09.030 Responsibilities

All City Staff:

- Assist requester with submitting request
- Immediately forward requests to the City Clerk's Office
- Gather responsive records as appropriate

City Clerk's Office:

- Log and track requests
- Send requests for records to departments
- Respond to requestor with determination of existing records within 10 days
- Submit requests for responsive emails
- Work with City Attorney's Office to determine exemptions
- Provide requestor with response as determined by policy

City Attorney's Office:

- Provide consultation for the City Clerk's Office on potential exemptions under the Act

§ 2.09.040. Relevant authority.

California Public Records Act (GC 7920.000 §§ et.seq.)

§ 2.09.050. Related administrative directive, city policy, city procedure.

Citywide Policies and Procedures, Chapter 13 – Communication

§ 2.09.060. Related forms, documents, or links.

Personal Device Affidavit – City Council

Personal Device Affidavit – City Employee

§ 2.09.070. Frequently asked questions or comments.

The examples provided in Responsibilities, Relevant Authority, and Related Administrative Directive sections of the Council Policies are intended to be illustrative and not exhaustive.

§ 2.09.080. Update history.

Resolution No.

STOCKTON CITY COUNCIL

A RESOLUTION ADOPTING CITY COUNCIL POLICY MANUAL CHAPTER 2.09, PUBLIC RECORDS REQUESTS

The responsibility of Public Records Requests has been transferred to the City Clerk's Office; and

The existing Administrative Directive LAW-02 is no longer applicable; and

The Public Records Request process is best supported by a Council Policy; and

The Legislation and Environmental Committee voted on May 27, 2025, to approve forwarding a recommendation to Council to adopt the proposed City Council Policy Manual Chapter 2.09 – Public Records Requests; and

After the Legislation and Environmental Committee meeting, a section was added regarding the search of personal devices; now, therefore,

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

1. City Council approves and adopts City Council Policy 2.09 entitled "Public Records Requests;" attached hereto as "Exhibit 1."

2. The City Clerk is hereby authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

CHAPTER 2.09
PUBLIC RECORDS REQUESTS

§ 2.09.010. Policy.

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v. Description of request; and

vi. Department(s)/employee(s) responsible for gathering records.

b. Send request(s) and description of records or documents requested to Departments.

c. Determine what records exist within 10 calendar days.

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f. Send a complete or partial, timely response by the due date, unless the response date has been extended by notifying the requester in writing:

i. The response may include links to responsive records or documents include responsive records as attachments to the response.

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a. Councilmembers will search their own personal devices and complete the Personal Device Affidavit – City Council

b. City Employees will search their own personal devices and complete the Personal Device Affidavit – City Employee

§ 2.09.030 Responsibilities

All City Staff:

- Assist requester with submitting request
- Immediately forward requests to the City Clerk's Office
- Gather responsive records as appropriate

City Clerk's Office:

- Log and track requests
- Send requests for records to departments
- Respond to requestor with determination of existing records within 10 days
- Submit requests for responsive emails
- Work with City Attorney's Office to determine exemptions
- Provide requestor with response as determined by policy

City Attorney's Office:

- Provide consultation for the City Clerk's Office on potential exemptions under the Act

§ 2.09.040. Relevant authority.

California Public Records Act (GC 7920.000 §§ et.seq.)

§ 2.09.050. Related administrative directive, city policy, city procedure.

Citywide Policies and Procedures, Chapter 13 – Communication

§ 2.09.060. Related forms, documents, or links.

Personal Device Affidavit – City Council

Personal Device Affidavit – City Employee

§ 2.09.070. Frequently asked questions or comments.

The examples provided in Responsibilities, Relevant Authority, and Related Administrative Directive sections of the Council Policies are intended to be illustrative and not exhaustive.

§ 2.09.080. Update history.

File #: 25-0752, **Version:** 1

ADOPT A RESOLUTION APPOINTING A MEMBER OF THE MEASURE A CITIZENS' ADVISORY COMMITTEE

RECOMMENDATION

It is recommended that the City Council adopt a resolution ratifying the appointment of Duwayne Chavez to the Measure A Citizens' Advisory Committee for a term beginning immediately upon appointment and ending January 31, 2029.

DISCUSSION

Background

On July 9, 2013, the Stockton City Council adopted Resolution 2013-07-09-1601 calling for a special election and Ordinance 2013-07-09-1601 establishing the 3/4 cent sales tax and authorizing the formation of a Citizens' Advisory Committee through Ordinance 2013-07-09-1601 contingent upon voter consideration and approval at the November 5, 2013, special election. Upon the passage of Measure A and Advisory Measure B on November 5, 2013, the City Council adopted the City of Stockton Transaction and Use Tax Ordinance Citizens' Advisory Committee Charter detailing the role and duties of the Citizens' Advisory Committee. Each member of the City Council, including the Mayor, shall nominate one member to the Committee. The members nominated are not required to be from specific Council Districts.

At the regular Council meeting of December 3, 2013, the Council approved staff's recommendation to include the term of service for the Advisory Committee members in the Committee Charter. The staff recommendation adopted by motion action was to have the terms of the Advisory Committee Members coincide with the term of each appointing Councilmember.

Present Situation

Mayor Fugazi reviewed the active applications on file. In accordance with the provisions of Ordinance 2013-07-09-1601 and the City of Stockton Transaction and Use Tax Ordinance Citizens' Advisory Committee Charter, Mayor Fugazi is nominating Duwayne Chavez to the Measure A Citizens' Advisory Committee to fill the remaining term, beginning immediately and ending January 31, 2029.

FINANCIAL SUMMARY

There is no financial impact to the General Fund.

Attachment A - Redacted Application

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Jun 29, 2025

Profile

Email Address

Duwayne
First Name

Chavez
Last Name

Ethnicity

Gender

What district do you live in? *

- [x] District 1

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- ( ) Yes
- (•) No

Which Boards would you like to apply for?

Measure A Citizens' Advisory Committee: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Interests & Experiences

Please tell us about yourself and why you want to serve.

It has always been my objective in life to be of service to my community and make a difference.

Please state the reason you would like to be a member of this board/commission.

As a former police officer, I have a background in law enforcement which I believe can be used to fulfill the duties called for by this board.

Have you served on an advisory group before?

- ○ Yes
- ◉ No

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

- ◉ Yes
- ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

- ○ Yes
- ◉ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

DC

Date Signed

06/29/2025

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING ONE MEMBER TO THE MEASURE A CITIZENS' ADVISORY COMMITTEE

A vacancy exists on the Measure A Citizens' Advisory Committee due to the resignation of the Mayoral Appointee, Tracie Glaves. and

Having reviewed the active applications on file, Mayor Fugazi has nominated Duwayne Chavez to fill the vacancy; now, therefore,

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

1. Duwayne Chavez is hereby appointed to the Measure A Citizens' Advisory Committee, for a term effective immediately, and ending on January 31, 2029.

PASSED, APPROVED, and ADOPTED July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk, City of Stockton

File #: 25-0770, **Version:** 1

APPROVE A MOTION TO ENTER INTO AN AGREEMENT FOR A ONE-TIME GENERAL FUND TRANSFER OF FUNDS TO GOSPEL CENTER RESCUE MISSION IN THE AMOUNT OF $150,000

RECOMMENDATION

It is recommended that City Council approve by motion an agreement with Gospel Center Rescue Mission Inc. for a one-time transfer of funds in the amount of $150,000 from the City Council's Fiscal Year 2023-24 Year-End Discretionary fund.

It is also recommended that the motion authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the motion.

Summary

Council approved Resolution 2025-04-15-1501 (Attachment A), which authorized the transfer of $150,000 from the City Council Fiscal Year 2023-24 Year-End Discretionary funds to the Gospel Center Rescue Mission Inc., a 501 (c)(3) organization, to assist with its funding shortfall.

Per Resolution 2025-04-15-1501, "An agreement with Gospel Center Rescue Mission, Inc. will be executed with Council approval at a future date." Staff have prepared said agreement for Council's approval.

DISCUSSION

Background

At the Council meeting on December 3, 2024, the City Council approved a resolution that authorized the appropriation of $3,000,000 in Council Priority Project Funds. On February 4, 2025, Council approved Resolution 2025-02-04-1213 which authorized an appropriation of $2,000,000 to Light Up Stockton. The Council directed the Budget/Finance/Economic Development Committee to discuss the use of the remaining $1,000,000 of Council Priority Project Funds. The committee met on February 19th and recommended that $850K go toward a neighborhood traffic calming program and $150K go toward supporting a budget shortfall at the Gospel Center Rescue Mission.

The Gospel Center Rescue Mission Inc., a nonprofit 501(c)(3), has been serving the homeless men, women, and children of San Joaquin County since 1940. Per its mission statement, the Gospel Center Rescue Mission, Inc. is a ministry to the people of San Joaquin County where the homeless and addicted in our community are presented the opportunity for spiritual, physical, emotional restoration and equitable inclusion through the love of Jesus Christ.

Present Situation

At the April 15, 2025, council meeting, the City Council considered and approved the appropriation of $1,000,000 from the FY 2023/24 Year-End Discretionary funds for Council priority projects. At that meeting, the council approved the appropriation and expenditure of these funds to pay for a neighborhood traffic calming program and to assist the Gospel Center Rescue Mission with covering a stated shortfall to help support its efforts to serve the unhoused population in Stockton.

In accordance with Council direction, staff have prepared an agreement (Attachment B) between the City and Gospel Center Rescue Mission (GCRM) which will transfer the approved $150,000 from the Fiscal Year 2023-24 Year-End Discretionary Fund. The agreement will provide a one-time payment of $150,000 to GCRM to be transferred within 30 days of execution of the agreement. GCRM must use these funds solely to support their operational or programmatic costs related to its core mission of serving the unhoused and addicted population in Stockton and San Joaquin County as detailed in the Agreement. GCRM will provide a brief final report on the outcome of this funding no later than June 30, 2026.

Findings

Pursuant to Stockton Municipal Code (SMC) 3.68.070, Council may approve findings which support an exception to the competitive bidding process. The following findings support and justify an exception:

1. Cases of Emergency. The City Council approved a resolution “Proclaiming a Local Emergency on Homelessness” in November 2024, which calls upon the City Manager to, among other things, “Collaborate with Community Based service providers to strategically contract subject matter expertise,” supporting rapid engagement with organizations actively addressing homelessness. The Gospel Center Rescue Mission provides direct services to individuals experiencing homelessness and is a key partner in advancing the City’s response.

2. This funding is supporting a clearly defined public purpose, which is to support a long-standing nonprofit providing shelter, recovery services, and wraparound care to the unhoused population in Stockton. Supporting this organization directly aligns with the Council’s priority of addressing homelessness.

3. Gospel Center Rescue Mission provides unique, integrated services on a single campus, including addiction treatment, emergency shelter, medical services, and workforce readiness. There are no equivalent providers with the same scale, scope, or location specific reach within Stockton’s downtown core.

FINANCIAL SUMMARY

This funding plan was proposed and approved as part of the Fiscal Year 2023-24 Year-End Discretionary Council Priority Projects.

Attachment A - Resolution 2025-04-15-1501
Attachment B - Agreement with Gospel Center Rescue Mission

Resolution No. 2025-04-15-1501

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE APPROPRIATION OF $1,000,000 FROM FY 2023-24 YEAR-END DISCRETIONARY FUNDS FOR COUNCIL PRIORITY PROJECTS

The City of Stockton developed the Neighborhood Traffic Calming Program to address safety, noise, and quality of life issues caused by vehicle traffic on neighborhood streets. The program offers a formal process for implementing traffic calming measures and includes a toolbox of potential solutions; and

The Neighborhood Traffic Calming Program, Project No. WT16008, anticipates construction for Fiscal Year 2025-26, and reflects eight locations currently in design phase, to address traffic areas across the City; and

The Gospel Center Rescue Mission Incorporated, a 501(c)(3) organization located in Stockton, California, is dedicated to serving the homeless and addicted population of San Joaquin County. The mission focuses on long-term recovery, offering support through addiction treatment, medical care, and spiritual guidance; now, therefore,

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

1. Authorize the transfer of $850,000 from the City Council Discretionary funds to the Neighborhood Traffic Calming Program (NTMP), Project No. WT16008.

2. Authorize the transfer of $150,000 from the City Council Discretionary funds to the Gospel Center Rescue Mission Incorporated, a 501(c)(3) organization to assist in their funding shortfall. An agreement with Gospel Center Rescue Mission Incorporated will be executed with Council approval at a future date.

3. 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 April 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

AGREEMENT BETWEEN CITY OF STOCKTON AND GOSPEL CENTER RESCUE MISSION FOR SHELTER OPERATION SERVICES

THIS AGREEMENT is entered into _____ between the City of Stockton, a municipal corporation ("City"), and Gospel Center Rescue Mission, Inc., a California non-profit organization ("Recipient").

RECITALS

The City Council of the City of Stockton allocated $150,000 in Fiscal Year 2023-24 Year-End Discretionary Funds to support the ongoing operations of Gospel Center Rescue Mission, Inc. This allocation was made in response to a funding shortfall that the organization reported to City leadership, which threatened its ability to sustain critical services for individuals experiencing homelessness.

The source of funding for this agreement is the City Council's Year-End Discretionary Fund, an allocation authorized as part of the adopted budget to support one-time community investments aligned with Council priorities. Use of these funds is subject to Council approval and must promote a public benefit.

Gospel Center Rescue Mission, Inc. is a 501(c)(3) nonprofit organization that provides critical services to individuals experiencing homelessness and addiction in Stockton and the greater San Joaquin County region. Founded in 1940, the organization offers shelter, addiction recovery, medical care, and wraparound support services to more than 1,000 individuals each day.

In November 2024, the City of Stockton formally proclaimed a Local Emergency on Homelessness, recognizing the growing and severe threat to public health and safety posed by unsheltered homelessness within the City. This agreement supports the City's emergency response objectives by providing financial assistance to a nonprofit partner delivering critical serves to individuals experiencing homelessness.

The City supports the mission and impact of Gospel Center Rescue Mission, Inc. and desires to provide one-time funding assistance to help address an identified operational funding gap.

This Agreement establishes the terms and conditions for the use of the City's one-time financial contribution to support community-based services aligned with the City's goals for public health, safety, and community well-being.

DEFINITIONS

In addition to those terms defined elsewhere in this Agreement:

"City Funds" means the $150,000 available from City to Recipient pursuant to this Agreement. The City Funds are comprised of **$150,000** allocated by the City Council from the City's Fiscal Year 2023-24 Year-End Discretionary Funds.

"Public Benefit" means a positive outcome or impact that benefits the general public or a significant portion of it, rather than being limited to a specific individual or group.

AGREEMENT

NOW THEREFORE, in recognition of the mutual consideration provided herein, City and Recipient hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Term of Agreement**

    a. The term of this agreement shall commence on the date it is fully executed by both Parties and shall continue until December 31, 2025, unless earlier terminated in accordance with Section 5.

2. **Funding**

    a. The City shall provide a one-time payment of **$150,000** to Recipient within thirty (30) days of full execution of this Agreement and receipt of a completed vendor data form and W-9.

3. **Use of Funds**

    a. Recipient shall use the funds solely to support operational or programmatic costs related to its core mission of serving the unhoused and addicted population in Stockton and San Joaquin County. Recipient agrees to expend funds provided by this Agreement consistent with its terms. If the City determines that funds were not expended consistent with the terms of this Agreement, Recipient shall return all non-compliant expenditures to the city within 30 days of notification.

    b. Allowable uses may include, but are not limited to:

        i. Personnel costs for shelter or recovery programs
        ii. Supplies and materials for client services
        iii. Operational support for program facilities
        iv. Transportation or outreach services

    c. Recipient shall not use funds for capital expenditures, political activity, religious instruction, or any purposes unrelated to public benefit.

4. **Reporting**

    a. Recipient shall submit a brief final report to the City by June 30, 2026, detailing:

        i. A summary of activities funded by this Agreement
        ii. Number of individuals served
        iii. Narrative of community impact
        iv. Total amount expended

5. **Termination**

    a. The City may terminate this Agreement for any reason with thirty (30) days' written notice. In the event of termination, Recipient shall return any unspent funds and provide a report on expenditures to date.

6. **Notices**

    a. Any notice or communication under this Agreement by either party to the other shall be sufficiently given if delivered by personal service or if dispatched by registered mail, postage prepaid, return receipt requested, and:

        i. Notice or communication to Recipient is addressed as follows:

            Gospel Center Rescue Mission
            445 S. San Joaquin St.
            Stockton, CA 95203

        ii. Notice or communication to City is addressed as follows:

            City of Stockton
            City Manager's Office
            425 N. El Dorado
            Stockton, CA 95202

    b. Any change by either party to the above address information shall be served in the same manner and take effect upon receipt.

7. **Independent Entity**

    a. Recipient is not an agent, employee, or contractor of the City. This Agreement shall not be interpreted as creating any joint venture, partnership, or employer-employee relationship.

8. **Entire Agreement**

    a. This Agreement constitutes the **entire agreement** of the parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof.

9. **Amendments**

    a. This Agreement may only be modified by a written amendment signed by both Parties.

10. **Breach and Remedies**

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

        i. Recipient's failure to comply with the terms of this Agreement, including but not limited to use of, or permitting the use of, City Funds provided under this Agreement for ineligible activities.
        ii. Any failure to comply with deadlines in this Agreement.

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

        i. Immediately terminate this Agreement.
        ii. Require the return of any unexpended City Funds provided to Recipient.
        iii. Require repayment of City Funds already disbursed and expended under this Agreement in the event it is determined that ineligible uses were funded.
        iv. Require the return or transfer of all funds and/or property derived from the use of City Funds including, but not limited to, recaptured funds and returned funds.

v. Seek all available remedies, including specific performance, if applicable, to ensure the terms of the Agreement are met.

c. All remedies available to City are cumulative and not exclusive. City may give written notice to Recipient to cure the breach or violation within a period of not less than 15 days.

11. **Waiver**

a. City's failure to act with respect to a breach by Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12. **Choice of law and Venue.**

a. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any action to enforce or for breach of this Agreement shall be brought exclusively in the state of California, San Joaquin County Superior Court or if brought in federal court, in the Eastern District Federal Court.

13. **Hold Harmless and Indemnity**

a. To the fullest extent permitted by law, Recipient shall hold harmless, defend, and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with this Agreement or failure to comply with any of its obligations contained, except such loss or damage which was caused by the sole negligence or willful misconduct of City. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this agreement.

b. If the Recipient should subcontract any portion of the work to be performed under this agreement, the Recipient shall require each sub-contractor to indemnify, hold harmless and defend the City, its officers, officials, employees, and volunteers in accordance with the terms of the preceding paragraph.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

GOSPEL CENTER RESCUE MISSION, INC.,
a California nonprofit corporation

BY: David L Midura

ITS: Chief Executive Officer

ATTEST: CITY OF STOCKTON

_____
KATHERINE ROLAND
CITY CLERK

CITY OF STOCKTON

BY: _____
STEVE COLANGELO INTERIM
CITY MANAGER

APPROVED AS TO FORM:
LORI M. ASUNCION
CITY ATTORNEY

BY: _____

File #: 25-0692, **Version:** 1

RESOLUTION APPOINTING MIKAELA CABANG TO THE STOCKTON ARTS COMMISSION AS YOUTH ARTS COMMISSIONER

RECOMMENDATION

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

1. Appoint Mikaela Cabang to the Stockton Arts Commission as the Youth Arts Commissioner for a one-year term beginning immediately and ending June 30, 2026.

2. Authorize the City Manager to take whatever actions are appropriate and necessary to carry out the purpose and intent of this Resolution.

Summary

The Stockton Arts Commission ("SAC") includes one designated Youth Arts Commissioner to serve as a liaison and voice for Stockton's young artists. Following an open application and interview process, staff and commissioners recommend the appointment of Mikaela Cabang to serve in this role.

DISCUSSION

Background

The Youth Arts Commissioner position is a one-year term intended for a student who demonstrates leadership and a commitment to the arts and community service. The position was publicly announced on March 26, 2025, and the application period closed on April 30, 2025. Four qualified applications were received (Attachment A - Redacted Applications). Of those, three applicants participated in interviews.

Present Situation

After review and deliberation, Mikaela Cabang was identified as the top candidate. Mikaela is a youth leader with significant experience in youth advocacy, visual storytelling, and civic engagement through organizations such as Changeist, Little Manila Rising, and Unbound Stockton. Her demonstrated leadership, community service, and artistic contributions align well with the goals of the Stockton Arts Commission.

Pending Council approval, Mikaela Cabang will serve from July 15, 2025, through June 30, 2026, as a full voting member of the Commission.

FINANCIAL SUMMARY

The Stockton Arts Commission receives no remunerations. There is no direct financial impact to the City by taking this action.

Attachment A - Redacted Applications

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees Submit Date: Apr 30, 2025

Profile

[redacted]
Email Address

Sidney
First Name

K
Middle Initial

Clark
Last Name

[redacted]
Street Address

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Prefer not to say

What district do you live in? *

☑ District 5

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

N/A
Employer

Student
Job Title

Student
Occupation

Employer Address

N/A

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

N/A

Which Boards would you like to apply for?

Arts Commission: Submitted

Question applies to Arts Commission

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Outside of your profession, indicate what type of Arts you are active in? Select all that apply. *

- [x] Music
- [x] Theater
- [x] Youth Commissioner

Question applies to Arts Commission

Are you interested in or accomplished in fund-raising?

- (•) Yes
- ( ) No

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Interests & Experiences

Please tell us about yourself and why you want to serve.

Hi, my name is Sidney Clark, I am an incoming senior at Lincoln High School, and I have been heavily involved in many of the arts programs available to me. I have participated in 8 Stockton Civic Theater Jr. productions, notably playing the role of Dauntless in Once Upon a Mattress Junior, am currently participating in the Valley Youth Acapella group here in town, and have made it into the All-State honor choir 2 years in a row. I want to serve in the youth Arts Commission because of the connections I have made through these experiences and my drive to spread the joys of music and theater.

Please state the reason you would like to be a member of this board/commission.

I want to be on the youth Arts Commission because of the programs I am involved in and the connections I have made throughout them. I have worked with nearly every choir in this city, and been in now 13 musicals through different programs such as SCT, Kudos, and Lincoln High School's summer theater program. These experiences have allowed me to meet people of different backgrounds and interests, helping me to better understand the people around me. I believe that I can provide a unique perspective on this commission and help to educate and promote music across the city.

Have you served on an advisory group before?

○ Yes ◉ No

If yes, please explain.

N/A

How did you hear about the position?

My choir director for Valley Youth Acapella, Joan Calonico, sent the whole group an email about this position, encouraging us to apply.

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

N/A

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

N/A

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

N/A

Enter Your Initials:

SC

Date Signed

4-29-2025

Sidney Clark

[redacted]

EDUCATION:

- Junior in high school
- CPR training (2017)
- Masterclasses
  - An operatic style singing masterclass
  - 2 acting masterclasses with SCT Jr.

EXPERIENCE:

- 5 years of JMC school choir
- LHS Choirs
  - 1 year of Concert Choir
  - 1 year of Sinfonia Voce
  - 1 year of Chamber Choir
- Honor Choirs
  - 1 year of middle school San Joaquin County Honor Choir
  - 3 years of high school San Joaquin County Honor Choir
  - 2 years of California Central Regional Honor Choir
    - First year audition score: 88/100
    - Second year audition score: 100/100
  - 2 years of California All-State Honor Choir
- Stockton Chorale Programs
  - 5 semesters of VYA
  - 1 semester of Stockton Youth Chorale
- SCT Jr. Productions (2016-2022)
  - Mulan Jr.
  - Xanadu Jr.
  - Shrek Jr. - Featured Ensemble
  - All Shook Up Jr.
  - The Show Must Go Online
  - Emma Jr.
  - Once Upon a Mattress Jr. - Lead Role
- Lincoln High Productions (2022-2025)
  - Hello Dolly
  - Legally Blonde (Summer Program)
  - Addams Family
  - Grease (Summer Program) - Featured Ensemble
  - High School Musical (Summer Program) - Jack Scott

SKILLS:

- Proficient in classical, musical theater, contemporary, and accapella styles of music
- Nearly perfect pitch and interval recognition
- Able to read and perform music at first sight
- Understands basic music theory
- Experienced in aiding less experienced peers in a choral setting
- Strong skills in communication, especially when written
- Able to adjust to different structures and group dynamics
- Has a wide range (soprano 1-tenor 1, lowest note Eb3)
- Quick learner
- Able to collaborate with personalities different from my own
- Able to conduct pieces in 4/4, 3/4, 2/4, and 6/8 with practice based on the complexity of the piece

INTERESTS/ACTIVITIES:

- Singing
- Acting (in a musical or straight setting)
- Speedrunning video games
- Reading
- Learning about physical sciences
- Mindfulness practices
- Tabletop roleplaying games (DND)
- LHS Drama Club
- Valley Youth Acapella

AWARDS:

- Academic
  - Honor Roll (2022-2024 fall)
  - Principal's Honor Roll (2024 spring, 2025 fall)
  - 2 Odyssey of the Mind Silver Medals
- Choral
  - Valley Youth Acapella Participation Award
  - Valley Youth Acapella Musicianship Award
  - LHS Choir Letter + 1 “eighth note”

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees Submit Date: Apr 30, 2025

Profile

[redacted]
Email Address

Mikaela
First Name

J
Middle Initial

Cabang
Last Name

[redacted]
Street Address

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Ethnicity

☑ Asian or Pacific Islander

Gender

☑ Female

What district do you live in? *

☑ District 3

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Arts Commission: Submitted

Question applies to Arts Commission

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Outside of your profession, indicate what type of Arts you are active in? Select all that apply. *

- [x] Dance
- [x] Photography
- [x] Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History\,

Question applies to Arts Commission

Are you interested in or accomplished in fund-raising?

- (•) Yes
- ( ) No

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Interests & Experiences

Please tell us about yourself and why you want to serve.

My name is Mikaela Cabang, and I'm a student and youth leader based in Stockton. I've grown up surrounded by the beauty and challenges of this city, and I've found purpose through creative expression and community service. I currently volunteer with local organizations like Changeist, Little Manila, and Unbound Stockton, and previously served as a photojournalist for The Collegian at Delta College. These experiences have shown me how powerful the arts can be in amplifying youth voices, preserving culture, and inspiring change. I want to serve on the Youth Arts Commission because I believe Stockton's youth deserve more spaces to be seen, heard, and supported through the arts.

Please state the reason you would like to be a member of this board/commission.

I want to be a part of the Youth Arts Commission to help bridge the gap between youth creativity and civic engagement. I've seen how art can bring healing and visibility to underserved communities, and I want to make sure Stockton's young artists have the resources and representation they need. As someone who understands what it's like to not always feel seen, I'm passionate about creating inclusive spaces where youth from all backgrounds feel welcomed. I hope to use my voice, creativity, and experience to help bring more accessible, youth-led art initiatives to life in our city.

Have you served on an advisory group before?

○ Yes ◉ No

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

I'm applying for the position of Youth Arts Commissioner.

Enter Your Initials:

MJC

Date Signed

04/29/2025

Mikaela Cabang

[redacted]

Youth Leader | Photojournalist | Changemaker

EDUCATION

High School Student | Expected graduation: June 2026

San Joaquin Delta College | Concurrent Enrollment | August 2024 - Present

EXPERIENCE

Photojournalist | The Delta Collegian | August 2024 – December 2024

- Captures compelling images to elevate feature stories, campus news, and investigative articles.
- Collaborates with writers and editors to craft visually impactful narratives for diverse audiences.
- Covers live events, community stories, and interviews to amplify voices and shed light on key issues.

Team Leader | Changeist | November 2024 – Present

- Mentors and inspires youth to explore leadership and community-building initiatives.
- Leads activities on storytelling, social impact, and changemaking skills.
- Builds a supportive environment for youth to design and execute impactful projects.

Media Team Member | Changeist | January 2024 – July 2024)

- Produced meaningful content addressing community issues and inspiring change.

SKILLS

Photography and Visual Storytelling

Leadership and Youth Mentorship

Event Planning and Coordination

Social Emotional Learning (SEL) Instruction

Community Engagement and Service

AWARDS

Presidential Volunteer Service Award – Gold (2023, 2024)

Youth Mental Health First Aid Certification (June 2024)

Certificate of Recognition for Filipino Studies & Civic Engagement – LEAD Filipino

EXTRA CURRICULARS

- Developed media skills through storytelling, photography, and investigative work.
- Collaborated with peers to create content that entertains, illuminates, and advocates.

Student Coach | Unbound Stockton | Junc 2024– Present

- Facilitated workshops on Social Emotional Learning (SEL) and STEAM activities for youth.
- Volunteered in campus beautification projects, food bank distributions, and family engagement events.
- Promoted teamwork and community service among students and families.

Youth Leader | Little Manila Rising for Yo Cali | March 2025 – Present

- Collaborates with 12 youth organizations across California.
- Co-create a powerful, values-driven narrative centering the experiences and aspirations of young people in our communities.
- Participates in structured activities such as leadership training, wellness campaigns, and healing justice practices.

*References and Letter of Recommendation available upon request

4-H Rising Stars Team (2021–2023)

4-H Justice, Equity, Diversity, and Inclusion (JEDI) Team (2021–2023)

Little Manila Afterschool Program

Healing Puso

EPIC Club

VOLUNTEER WORK AND SERVICE HOURS

Changeist: 100+ hours (2023 - Present)

Unbound Stockton: 50+ hours (2024 - Present)

Community Programs: 100+ hours in 4-H, Little Manila, Healing Puso, and EPIC Club

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees Submit Date: Apr 18, 2025

Profile

[redacted]
Email Address

Diana
First Name

G
Middle Initial

Arzola Chacon
Last Name

[redacted]
Street Address

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Ethnicity

☑ Hispanic

Gender

☑ Female

What district do you live in? *

☑ Other

[redacted]
Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Arts Commission: Submitted

Question applies to Arts Commission

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Outside of your profession, indicate what type of Arts you are active in? Select all that apply. *

- [x] Photography
- [x] Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History

Question applies to Arts Commission

Are you interested in or accomplished in fund-raising?

- (•) Yes
- ( ) No

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community

Interests & Experiences

Please tell us about yourself and why you want to serve.

I want to become a youth art commissioner because I believe in the power of art to connect people, spark important conversations, and inspire change. As an artistically driven individual myself, I've seen how creative expression can empower individuals and bring communities together.

Please state the reason you would like to be a member of this board/commission.

I'm passionate about ensuring that youth voices are represented in local art initiatives, and I want to help make the arts more accessible to everyone, especially underrepresented groups.

Have you served on an advisory group before?

- ( ) Yes
- (•) No

How did you hear about the position?

Was referred by school principal who sent out a school-wide message

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

DGAC

Date Signed

4/18/2025

Diana Arzola Chacon

[redacted]

Motivated and adaptable high school student in her 3rd year with a strong foundation in customer service. Skilled in assisting individuals, handling transactions, and maintaining organization to enhance experiences.

VOLUNTEER EXPERIENCE

Stockton Symphony, San Joaquin Delta College — *Volunteer*

February 2024 - March 2024

Assisted in scanning tickets, assisting customers to their seats and other basic guest service functions. Provided excellent customer service by addressing concerns and offering extra assistance.

Stockton Unified School District, Flora Arca Mata Elementary School — *Volunteer*

April 2024 - May 2024

Assisted in preparing and serving food to guests in a fast paced environment. Maintained cleanliness and organization in the serving area to ensure safety hazards. Provided friendly and efficient customer service, answering questions and accommodating special requests.

Stockton Covenant Church, Stockton — *Volunteer*

July 2024 - December 2024

Assisted in organizing, setting up, and managing events when needed. Handled donations, sorted items, and maintained a clean and organized area. Collaborated with others to ensure smooth operations

EDUCATION

Health Careers Academy High School, Stockton

August 2022 - May 2026

A specialized high school centered in the healthcare field, offering coursework in anatomy, medical terminology, biology, and healthcare practices.

SKILLS

Communication

Customer Service

Bi-lingual (English/Spanish)

Adaptability

LANGUAGES

English (Fluent)

Spanish (Fluent/Native language)

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees Submit Date: Mar 30, 2025

Profile

[redacted]
Email Address

Christabel
First Name

Osei-wusu
Last Name

[redacted]
Street Address

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Ethnicity

☑ African American

Gender

☑ Female

What district do you live in? *

☑ District 6

[redacted]
Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Arts Commission: Submitted

Question applies to Arts Commission

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Outside of your profession, indicate what type of Arts you are active in? Select all that apply. *

- [x] Dance
- [x] Theater\,

Question applies to Arts Commission

Are you interested in or accomplished in fund-raising?

- (•) Yes
- ( ) No

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Knowledge of new artistic & design expressions
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

Question applies to multiple boards

Are you at least 18 years of age?

- ( ) Yes
- (•) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am Christabel Osei-Wusu, a sophomore in high school with over 10+ years of experience in Performing Arts. My background includes working on and off stage in my school's theatre, performing with my school's dance team, and being secretary in my school's theatre club. I am eager to serve in this role because the arts are something that is very important to me, and I want to share the magic of the arts with others.

Please state the reason you would like to be a member of this board/commission.

I would like to be a member of this board/commission because I want to be able provide some ideas that can help the arts in the city of Stockton thrive. I also believe my experience in performing arts as well as my hard work, creativity, and willingness to cooperate with others will be a great contribution to the Arts Commission!

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

I am in an advisory group called the Cougar's Advisory. We meet with the principal every once a month to discuss what's been going around the school and how we can improve our school.

How did you hear about the position?

I heard about this position from my theatre teacher/director.

City Council Policy 3.03 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

C.O.W

Date Signed

03/30/25

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING MIKAELA CABANG TO THE STOCKTON ARTS COMMISSION

The Stockton Arts Commission acts in an advisory capacity to the Stockton City Council in connection with the artistic and cultural development of the City; and

The Stockton Arts Commission promotes and encourages programs that further the development and public awareness of all the arts including public art, fine arts, and performing arts; and

The Stockton Arts Commission recommends the appointment of Mikaela Cabang for one term to expire on June 30, 2026; and

In accordance with Stockton Municipal Code Section 2.94.040 A, members of the Stockton Arts Commission are appointed by the Mayor with approval of the City Council; now, therefore,

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

1. The City Council appoints Mikaela Cabang to the Stockton Arts Commission.

2. Mikaela Cabang's term will commence immediately upon approval and expire on June 30, 2026.

3. The Mayor with approval of the City Council agrees with the current recommendation of the Stockton Arts Commission and the Community Services Department.

4. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

File #: 25-0713, **Version:** 1

ADOPT A RESOLUTION AUTHORIZING THE ACCEPTANCE, APPROPRIATION, AND BUDGETING OF GRANT FUNDING FROM THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS UNDER THE WATERWAY CONNECTIONS INITIATIVE GRANT

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing the City Manager, or designee, to accept and appropriate the grant award, conduct all negotiations, sign and submit all documents including applications, agreements, amendments, and payment requests, and make all necessary and appropriate actions in compliance with the grant terms and provisions of the State of California Division of Boating and Waterways funding;

2. Authorizing the filing of an appropriate environmental review under the California Environmental Quality Act (CEQA) by December 31, 2025; and

3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Summary

The City of Stockton has been awarded $2 million from the Department of Boating and Waterways (DBW) under the Waterways Connective Initiative grant for the improvements of the Louis Park Boat Launch facility (Attachment A - Louis Park Boat Launch Rendering). Acceptance and appropriation of this funding will provide the City with necessary design plans, permits, and funding for future construction, aimed at enhancing both the safety and accessibility of the facility for all boaters, including those using non-motorized vessels.

DISCUSSION

Background

The Louis Park Boat Launch facility was last renovated in 2008 and has since undergone routine maintenance and minor enhancements to support boater use. As recreational needs have evolved, upgrades are now necessary to ensure the site remains safe and accessible. Proposed improvements include ADA-compliant pathways, an on-site restroom (likely an *Exeloo*), and the extension of the original dock to include low-profile access to the water for non-motorized vessel users.

In October 2024, the City identified a funding opportunity through DBW's Waterways Connective

Initiative grant, which provides grant funding to support infrastructure improvements at boating facilities. On December 3, 2024, Council approved Resolution No. 2024-12-03-1210 (Attachment B - Resolution 2024-12-03-1210), authorizing the City to submit a grant application on December 2, 2024, requesting $700,000 to fund planning and design efforts for the Louis Park Boat Launch facility improvements. After the application was submitted, DBW representatives conducted a site-walk and expressed desire to fund not only the planning phase, but the construction as well.

Present Situation

On May 8, 2025, the Boating and Waterways Commission approved a total grant award of $2 million, which includes the original $700,000 for planning and design, with an additional $1.3 million to fund construction.

ENVIRONMENTAL CLEARANCE

The Louis Park Boat Launch project was previously exempt from CEQA (Attachment C - CEQA Louis Park Boating Facilities Grant) as the original ask only involved planning and design. With the addition of construction activities, CEQA compliance is now required and must be completed by December 31, 2025.

The Community Development Department (CDD) has determined that the project may still qualify for a Categorical Exemption under CEQA Guidelines Section 15301(d), as it involves the rehabilitation of existing facilities to meet current health and safety standards. The project is also consistent with the City's General Plan, including Policy LU-6.3, which supports access to well-maintained public facilities. Staff from EDD will coordinate with CDD on the appropriate environmental review for construction of the Louis Park Boat Launch facility improvements, ensuring compliance and completion of CEQA by December 31, 2025.

FINANCIAL SUMMARY

There are no matching funds requirements, and there is no impact to the City's General Fund or any other unrestricted fund as a result of the recommended action. The funds will be appropriated and budgeted in the Special Grant Fund, in the Marina Division.

Staff will return to Council with a recommendation to award a contract for project planning, design, and permitting following a Request for Proposal (RFP) process. This first phase will include the development of detailed plans for the proposed improvements, as well as obtaining necessary permits for in-water construction. Once the design is complete, the City will issue a Request for Bids for Phase 2 of this project to complete construction. The anticipated grant funding will support the completion of design and construction work for this project.

Attachment A - Louis Park Boat Launch Rendering
Attachment B - Resolution 2024-12-03-1210
Attachment C - CEQA Louis Park Boating Facilities Grant

ATTACHMENT A

Resolution No. 2024-12-03-1210

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS UNDER THE WATERWAY CONNECTIONS INITIATIVE GRANT

The City of Stockton has the authority to construct, operate, and maintain the motorized launch at Louis Park and improvements to the non-motorized boat launch at Louis Park; and

The City of Stockton is requesting a $700,000 grant from the Division of Boating and Waterways under the Waterway Connections Initiative Grant; and

The City of Stockton desires to enhance, repair, or rebuild and protect the motorized launch at Louis Park and improvements to the non-motorized boat launch at Louis Park to meet the needs of watercraft users and provide other public amenities to those utilizing the facility; now, therefore,

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

1. The City Manager, or designee, is authorized to submit an application to the California Division of Boating and Waterways under the Waterway Connections Initiative Grant.

2. The City Manager, or designee, is authorized to accept the grant award, conduct all negotiations, sign and submit all documents including applications, agreements, amendments, and payment requests, and make all necessary and appropriate actions in compliance with the grant terms and provisions of the State of California, Division of Boating and Waterways funding.

3. Authorizing the filing of a Notice of Exemption No. NOE 55-24 under the California Environmental Quality Act, a copy of which is attached as Exhibit 1 and incorporated by this reference.

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4. The City Manager is authorized to take actions necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED: December 3, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

MEMORANDUM

November 20, 2024

TO: Jordan Peterson, Deputy Director of Redevelopment
Economic Development Department

FROM: Nicole D. Moore, LEED-AP, Contract Planner
Community Development Department

SUBJECT: **CEQA NOE 55-24 – CALIFORNIA DIVISION OF BOATING & WATERWAYS – LOUIS PARK BOAT LAUNCH PLANNING INITIATIVE**

The Community Development Department received a request to review the above-referenced project for conformity with the Stockton General Plan and make an environmental determination pursuant to the California Environmental Quality Act (CEQA). The City of Stockton's Economic Development Department is seeking grant funding from the Division of Boating and Waterways (DBAW) to support future improvements to the Louis Park Boat Launch facility. The funding, through the Waters Connection Initiative grant, will enable the City to contract with an engineering firm to develop plans for the proposed enhancements, as outlined in Attachment A – Louis Park Boat Launch Conceptualized Plans. These potential improvements include the addition of an ADA-compliant pathway, a low-profile dock, a boat washing station, enhanced lighting, and a terraced viewing area.

In accordance with Government Code §65402, the Community Development Department determines the project is in conformance with the Stockton General Plan. This determination is based on, but not limited to, conformance with General Plan Policy, LU-6.3 (Land Use) stating, "Ensure that all neighborhoods have access to well-maintained public facilities and utilities that meet community service needs."

Concerning the California Environmental Quality Act (CEQA) determination, the Community Development Department concludes the project is Categorically Exempt under CEQA Guidelines as it involves the restoration and rehabilitation of deteriorated or damaged structures, facilities and equipment to meet current standards of public health and safety. The project is also not subject to any of the exceptions to the use of a Categorical Exemption listed at CEQA Guidelines §15300.2.

Upon approval by City Council, the Economic Development Department is advised to complete the attached Notice of Exemption (**Attachment B**) and file it with the San Joaquin County Clerk Office to initiate a 35-day statute of limitations on court challenges. Please retain a copy of the original posted notice within the project file in the Economic Development Department project file.

By: NDMoore

Nicole D. Moore, LEED-AP, Contract Planner

Attachments

Attachment A: Request and Project Location
Attachment B: Draft Notice of Exemption

MEMORANDUM

November 20, 2024

TO: Nicole Moore, Contract Planner
Community Development Department

FROM: Jordan Peterson, Deputy Director of Redevelopment
Economic Development Department

SUBJECT: **CALIFORNIA DIVISION OF BOATING & WATERWAYS – LOUIS PARK BOAT LAUNCH PLANNING INITIATIVE**

Please provide the appropriate environmental review for the above-referenced project as described below:

Project Title: Louis Park Boat Launch Planning Initiative

Applicant: City of Stockton – Economic Development Department

Description/Location: Planning activities, including engineering and design, for Louis Park motorized and non-motorized boat launch improvements.

The City of Stockton is seeking grant funding from the Division of Boating and Waterways (DBAW) to support future improvements to the Louis Park Boat Launch facility. The funding, through the Waters Connection Initiative grant, will enable the City to contract with an engineering firm to develop plans for the proposed enhancements, as outlined in Attachment A – Louis Park Boat Launch Conceptualized Plans. These potential improvements include the addition of an ADA-compliant pathway, a low-profile dock, a boat washing station, enhanced lighting, and a terraced viewing area.

Additionally, the engineering firm will be responsible for obtaining any necessary permits related to the proposed improvements as well as conducting hydrographic or bathymetric surveys. Should subsequent environmental reviews be required for project implementation, City staff will carry out the necessary evaluations to ensure compliance with CEQA.

Also, please make the required determination as to conformity to the General Plan in accordance with Section 65402 of the Government Code. If you have questions regarding this request, please contact me at extension 8506.

JORDAN PETERSON
DEPUTY DIRECTOR OF REDEVELOPMENT

Attachment

ATTACHMENT A

ATTACHMENT B

EXHIBIT 1

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 Economic Development Dept.
400 E. Main St., 4th Floor
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: California Division of Boating & Waterways – Louis Park Boat Launch Planning Initiative
CEQA Exemption File No.: NOE 55-24
Applicant: City of Stockton, Economic Development Department
Project Description/Location: The City of Stockton's Economic Development Department is seeking grant funding from the Division of Boating and Waterways (DBAW) to support future improvements to the Louis Park Boat Launch facility. The funding, through the Waters Connection Initiative grant, will enable the City to contract with an engineering firm to develop plans for the proposed enhancements, as outlined in Attachment A – Louis Park Boat Launch Conceptualized Plans. These potential improvements include the addition of an ADA-compliant pathway, a low-profile dock, a boat washing station, enhanced lighting, and a terraced viewing area.

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(d).

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).

CARRIE WRIGHT, DIRECTOR
ECONOMIC DEVELOPENT DEPARTMENT

November 20, 2024
(DATE OF PREPARATION)

By _____
Jordan Peterson, Deputy Director of Redevelopment

_____
(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

ATTACHMENT C

State of California - Department of Fish and Wildlife

2025 ENVIRONMENTAL DOCUMENT FILING FEE

CASH RECEIPT

DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER: 39-04212025-081

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF STOCKTON		04/21/2025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
SAN JOAQUIN	39-04212025-081

PROJECT TITLE

CALIFORNIA DIVISOIN OF BOATING & WATERWAYS-LOUIS PARK BOAT LAUNCH PLANNING INITIATIVE

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF STOCKTON		( )

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
400 E MAIN ST 4TH FLOOR	STOCKTON	CA	95202

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,123.50	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,968.75	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,401.75	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X Kelley McHugh	Kelley McHugh ,Deputy

ORIGINAL - PROJECT APPLICANT COPY - CDFW/ASB COPY - LEAD AGENCY COPY - COUNTY CLERK DFW 753.5a (Rev. 01012

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 Economic Development Dept.
400 E. Main St., 4th Floor
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: California Division of Boating & Waterways – Louis Park Boat Launch Planning Initiative
CEQA Exemption File No.: NOE 55-24
Applicant: City of Stockton, Economic Development Department
Project Description/Location: The City of Stockton's Economic Development Department is seeking grant funding from the Division of Boating and Waterways (DBAW) to support future improvements to the Louis Park Boat Launch facility. The funding, through the Waters Connection Initiative grant, will enable the City to contract with an engineering firm to develop plans for the proposed enhancements, as outlined in Attachment A – Louis Park Boat Launch Conceptualized Plans. These potential improvements include the addition of an ADA-compliant pathway, a low-profile dock, a boat washing station, enhanced lighting, and a terraced viewing area.

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(d).

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).

CARRIE WRIGHT, DIRECTOR
ECONOMIC DEVELOPENT DEPARTMENT

November 20, 2024
(DATE OF PREPARATION)

By _____
Jordan Peterson, Deputy Director of Redevelopment

4/21/2025
(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.

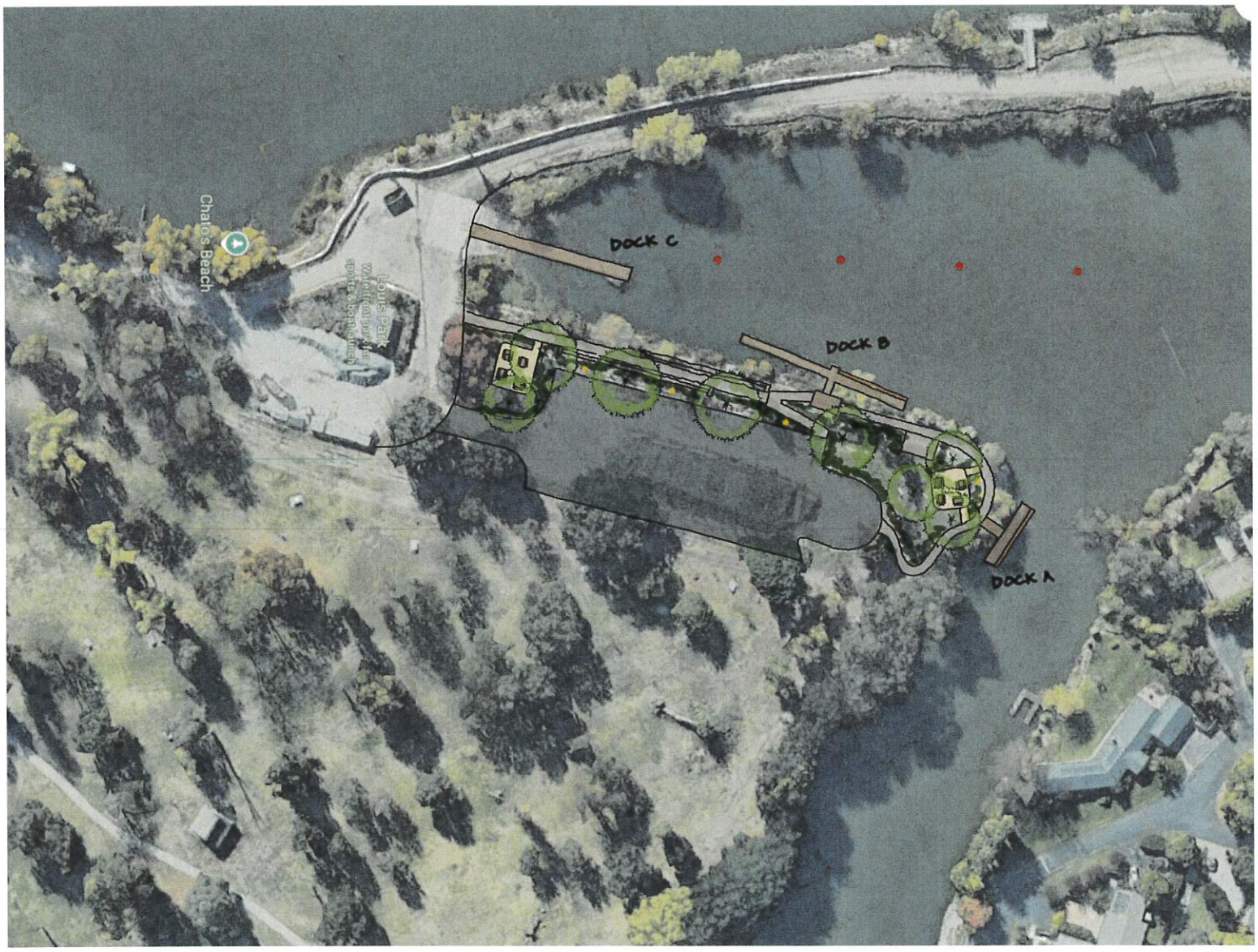
_____ _____
Signature Title

DEPUTY COUNTY CLERK

MAY 26 2025
Posting Period Ending Date

Filed Doc #: 39-04212025-081
04/21/2025 10:26:28 AM
Steve J. Bestolarides
San Joaquin County Clerk

ATTACHMENT A



Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE ACCEPTANCE, APPROPRIATION AND BUDGETING OF GRANT FUNDING FROM THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAY CONNECTIONS INITIATIVE GRANT

The City of Stockton has the authority to construct, operate, and maintain the motorized launch at Louis Park and improvements to the non-motorized boat launch at Louis Park; and

The City of Stockton has been awarded a $2 million grant from the Division of Boating and Waterways under the Waterway Connections Initiative Grant (Exhibit 1 – Award Letter); and

The City of Stockton desires to enhance and repair the non-motorized boat launch at Louis Park to meet the needs of watercraft users and provide other public amenities to those utilizing the facility; now, therefore,

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

1. Authorizing the City Manager, or designee, to accept, appropriate, and budget the grant award, conduct all negotiations, sign and submit all documents including applications, agreements (Exhibit 2 – Standard Agreement), amendments, and payment requests, and make all necessary and appropriate actions in compliance with the grant terms and provisions of the State of California, Division of Boating and Waterways funding.

2. Authorizing the filing of an appropriate environmental review under the California Environmental Quality Act (CEQA) by December 31, 2025.

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3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED: July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

State of California • Natural Resources Agency
Gavin Newsom, *Governor*
DEPARTMENT OF PARKS AND RECREATION
Armando Quintero, *Director*
Division of Boating and Waterways
P.O. Box 942896
Sacramento, California 94296-0001

Steve Colangelo, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Email: Madison.lozada@stocktonca.gov

Subject: Louis Park Non-motorized Boat Launching Facility $2,000,000 Construction Grant (Contract C24709007) (Project #1241)

Dear Mr. Colangelo:

Attached is the Agreement between City of Stockton and the Department of Parks and Recreation, Division of Boating and Waterways (DBW) for the above listed project.

Please complete the following items:

__X__ Standard Agreement (STD 213), sign in blue ink or e-sign and date.

__X__ CCC 04/2017, enclosed as Exhibit G, have the proper individual complete, sign in blue ink or e-sign and date. The CCC 04/2017 package contains clauses and conditions that may apply to your Agreement. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur.

Return entire Agreement with signatures to heidi.burns@parks.ca.gov or one hard copy to the address stated above.

The Agreement Performance Period and Term begin the date the face-page is signed by DBW. DBW will write this date on the blank lines at execution. **This Agreement is not binding on either party until approved by DBW**. The State will not make payments for any work done or purchases made prior to the Agreement being fully executed.

For inquiries regarding the implementation of this Agreement, please contact Joe Dux at (916) 902-8822 or by email at joe.dux@parks.ca.gov.

For inquiries regarding the processing of this Agreement, please contact me at (916) 902-8293 or by email at heidi.burns@parks.ca.gov.

Sincerely,

Heidi Burns

Heidi Burns
Grants and Loans Unit

Attachments

SCO ID: 3790-C24709007

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C24709007	

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

CONTRACTING AGENCY NAME
Parks and Recreation, Division of Boating and Waterways (Department)

CONTRACTOR NAME
City of Stockton

2. The term of this Agreement is:

START DATE
6/1/2025 or the date signed by the Department (whichever comes later)

THROUGH END DATE
2/1/2027

3. The maximum amount of this Agreement is:
$2,000,000.00 (two million dollars and zero 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	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	5
Exhibit D	Construction Terms	17
Exhibit E	Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines	4
Exhibit F	Feasibility Report	5
Exhibit G	Contractor Certification Clauses 4/2017	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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
425 N. El Dorado Street	Stockton	CA	95202

PRINTED NAME OF PERSON SIGNING	TITLE
Steve Colangelo	Interim City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID: 3790-C24709007

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
C24709007	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Parks and Recreation, Division of Boating and Waterways (Department)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
P.O Box 942896	Sacramento	CA	94296
PRINTED NAME OF PERSON SIGNING	TITLE		
Ramona Fernandez	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

Scope of Work

City of Stockton (Contractor) agrees to complete the design, permits, and construction of improvements to the Louis Park non-motorized boat launching facility located at 3121 Monte Diablo Avenue, Stockton, CA 95203, with the funding from this agreement.

1. **Engineering** - The engineering scope of work includes completing the design and establishing an engineer's estimate of construction costs for installing a low freeboard float, a gangway, a concrete abutment, steel guide piles, a two-unit restroom, associated utilities, accessible parking with striping, an accessible path of travel to the boat launch, pathway lighting, a retaining wall (if needed for the accessible path), and project credit signage as described in Exhibit F Feasibility Report.

2. **Permits** - Include but are not limited to: U.S. Army Corps of Engineers Section 404 Permit, California Department of Fish and Wildlife Streambed Alteration Permit, Sec. 1602, California Regional Water Quality Control Board 401 Water Quality Certification, and any additional permits identified as necessary through the CEQA process.

3. **Construction** – Construct the non-motorized boat launching facility and improvements as identified in the engineering designs detailed in Item 1 above.

Project representatives during the term of this Contract shall be:

Madison Lozada, Administrative Analyst II City of Stockton 3121 Monte Diablo Avenue Stockton, CA 95203 (209) 937-7541 Madison.lozada@stocktonca.gov	Joe Dux, Project Manager Division of Boating and Waterways P.O. Box 942896 Sacramento, CA 94296 (916) 902-8822 joe.dux@parks.ca.gov

Budget Detail and Payment Provisions

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the project scope and estimated costs up to a maximum of $2,000,000 specified in the Louis Park NMBLF Project Cost Estimate chart provided below.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the 2021 funding year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the project, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Project Cost Estimate

City of Stockton estimates the project cost total as currently proposed is $2,000,000. The Louis Park NMBLF Project Cost Estimate chart (see page 2) identifies the estimated cost breakdown.

Table 1: Louis Park NMBLF Project Cost Estimate	
CONSTRUCTION SCOPE	**COST ESTIMATE**
Mobilization	$ 65,000
Demolition	90,000
Low Freeboard Float and Gangway (8 foot by 100 foot)	400,000
Concrete Abutment	50,000
Steel Guide-Piles	105,000
Two-unit Unisex Precast Restroom	160,000
Utilities	229,390
Concrete ADA Parking and Striping	100,000
Accessible Path of Travel from Parking to Restroom to Boarding Float	80,000
ADA Pathway Lighting	49,500
Retaining Wall	50,000
Project Credit Sign	10,000
Construction Subtotal	**$ 1,388,889**
NON-CONSTRUCTION COSTS	
Escalation 9%	125,000
Contingency 15%	208,333
Engineering 12%	166,667
Inspection 5%	69,444
Permits 3%	41,667
Non-Construction Subtotal	**$ 611,111**
TOTAL ESTIMATED PROJECT COST	**$ 2,000,000**
Source = Concept/Cost Estimate dated April 2025	
*Percentages are of the Construction Subtotal	
*3% per year for 3 years = 9% escalation	

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor 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 contractor, 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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

CONSTRUCTION TERMS

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ARTICLE 1 - DEFINITIONS

A. “Budget Act”: The legislative enactment of a budget in support of on-going programs (appropriations) in accordance with the provisions of Section 12 of Article IV of the Constitution of the State of California.

B. “CEQA”: The California Environmental Quality Act.

C. “Commission”: The Boating and Waterways Commission.

D. “Contract”: Legally binding agreement that authorizes funds to finance all or part of the Project Costs.

E. “Contract Performance Period”: The time during which the Contractor may carry out the work authorized by the Contract.

F. “Contractor”: The Entity identified as the Contractor on the Standard Agreement Form 213 of the Contract.

G. “Date of Acceptance”: The date specified on the Project Completion Certification, and which denotes the beginning of the twenty (20) year portion of the Contract term in accordance with Article 3, Subpart A of this Exhibit.

H. “Department”: The Department of Parks and Recreation, Division of Boating and Waterways.

I. “Exhibit F”: The feasibility report, which presents the proposed Project in “concept” form only. The actual Project layout shall be determined by the Contractor and the engineer of record (to be determined) during the design process taking actual site conditions and public safety into account. The Project must meet the scope, cost and intent of this report and shall conform to Department guidelines.

J. “Project”: The construction, improvement or development of a recreational small craft boat launching facility as described in Exhibit F.

K. “Project Area”: The real property, and improvements thereto, identified in Exhibit F, within which the Project will be undertaken.

L. “Project Completion Certification”: A fully executed Notice of Completion, or equivalent, which states the Contractor has accepted the Project as complete on a specific date (Date of Acceptance).

M. “Project Costs”: Engineering, permitting, material and construction costs that are incurred by the Contractor for the purpose of completing the Project. However, Project costs incurred:

1. Shall not include any indirect or overhead charges,
2. For engineering, permitting and inspection shall be no greater than the combined maximum budget allocation for *Engineering*, *Inspection* and *Permit* Costs as identified in Exhibit F (Louis Park Non-motorized Boat Launching Facility Feasibility Report),
3. For engineering, inspection, and construction management services provided by the Contractor or Contractor's personnel may only be reimbursed with prior written approval of Department, and
4. Shall not include any expenses incurred prior to the start date of this Contract.

ARTICLE 2 - CONTRACTOR'S WARRANTIES

A. The Contractor warrants that the obligation created by this Contract will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.

B. The Contractor warrants that it has title to, or adequate interests in, the Project Area. Adequate interests include, but are not limited to, the following:
   1. Access to the Project Area by a maintained public way,
   2. A right of passage over a waterway, open to the public, between the Project Area and navigable waters, and
   3. Easements or other rights of way outside the Project Area sufficient to provide utilities and services to the Project.

C. The Contractor warrants that there is no encumbrance, lien, easement, license, title, cloud or other interest that may interfere with the Project Area or use thereof by the public.

ARTICLE 3 - TERM OF CONTRACT

A. This Contract, subject to any provision for prior termination, shall begin on the Contract Start Date and shall continue for twenty (20) years from the Date of Acceptance by the Contractor. If the Date of Acceptance occurs before or after the stated Contract Performance Period end date, the Contract will be amended to reflect the revised 20-year term.

B. This Contract may be extended, amended or cancelled upon the written agreement of the parties.

C. Failure by the Contractor to comply with the terms of any Department contract may jeopardize the Contractor's ability to be awarded funding in future funding opportunities offered by the Department.

ARTICLE 4 - BUDGET CONTINGENCY

A. Only funds that have been appropriated by the Legislature and approved for expenditure on the Project by the Department, on or before the first date of the Contract Performance Period of this Contract, are authorized for disbursement through this Contract.

B. In the event that the Legislature or Department, for any reason, does not approve sufficient funding for this Project, or should the Contractor be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and provided that the Contractor has not accepted any Contract funds, Department shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Contract and the Contractor shall not be obligated to perform any provision of this Contract; this Contract shall be of no further force and effect.

C. In the event that the Legislature or Department does not approve sufficient funds to complete the Project, or should the Contractor be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and the Contractor has drawn Contract funds:

1. The Contractor shall repay all drawn Contract funds within ninety (90) days of the end of the fiscal year that such approval is denied, or
2. The Contractor shall complete the Project within the scheduled timeline using the Contractor’s own funds, or

Upon the Department’s discretion,

3. Department and Contractor may agree upon a reduced scope version of the Project to be completed within the scheduled timeline and all funds in excess of those previously appropriated necessary to complete the Project shall come from the Contractor, or

4. Department and Contractor may, within ninety (90) days of knowledge of such denial, agree that the expenditure of such funds toward the Project constitutes construction completion. The date of such agreement shall become the Date of Acceptance of the Project and the Contractor shall be obligated to perform all non-construction provisions of this Contract for twenty (20) years beyond the Date of Acceptance.

ARTICLE 5 - DISBURSEMENT OF CONTRACT

The Department shall provide a Contract to the Contractor in the maximum amount stated on the face page of the Contract, however:

A. No funds shall be disbursed for work performed prior to the first date of the Contract Performance Period of this Contract.

B. The Department shall have no obligation to disburse any Contract funds for construction activities unless and until the Contractor demonstrates that it has acquired all permits necessary to construct and operate the Project.

C. The Department shall have no obligation to disburse any Contract funds unless and until the Contractor provides the Department with copies of fully executed contracts for which it seeks reimbursement.

D. The Department shall have no obligation to disburse any Contract funds unless and until the Contractor demonstrates that it has satisfactorily complied with the California Environmental Quality Act (CEQA) for the Project.

E. Contract disbursements to cover Project Costs shall be made in arrears as follows:

1. Contractor shall request a Contract disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless the Contractor has a form otherwise approved by the Department in writing. Paid invoices or other evidence of the Contractor’s payment of Project Costs must accompany Contract disbursement requests.
2. Contract disbursement requests shall be submitted in duplicate hardcopy to the Department in a form satisfactory to the Department.
3. In the event no reimbursable expenses were incurred during a quarter, the Contractor shall report to the Department of any progress made on the Project,

or explanation of no progress made on the Project, at least quarterly, but not more frequently than monthly.

4. The Department shall withhold from each Contract disbursement an amount equal to ten percent (10%) of each disbursement until the Department has accepted the Project as complete and has approved all Project Costs and all stop notices or other liens have been released.
5. The Contractor shall request the final Contract disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Contractor.

F. The Department, at its sole discretion, may withhold any Contract disbursement if the Contractor fails to comply with any of the provisions of this Contract or if the Contractor is in breach of any contract with the State or the Department until the breach is remedied.

G. The Contractor shall maintain accounting records in accordance with Generally Accepted Accounting Principles.

ARTICLE 6 - DESIGN AND CONSTRUCTION OF PROJECT

A. The Contractor shall obtain from the Department advance written approval of the following:

1. All bid documents prior to advertisement including plans and specifications,
2. All subcontracts prior to award,
3. All change orders of $5,000 or more, for any work performed under this Contract, and
4. All changes to Project schedule discussed in Subpart D of this Article, of thirty (30) days or more.

B. All architectural and engineering subcontracts for plans and specifications shall require that the plans and specifications:

1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to appear on construction contract design documents),
2. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout & Design Guidelines for Boat Launching Facilities*,

3. Be submitted to the Department in 11” X 17” hardcopy and electronically in full sized and 11” X 17” PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
4. Become the property of the Contractor,
5. Provide for all Project facilities set forth in Exhibit F, and
6. Provide for shore side facilities for removing waste from vessel holding tanks in accordance with Harbors and Navigation Code Section 654.1.

C. All construction contracts for the Project shall:

1. Be awarded in accordance with all applicable laws and regulations,
2. Contain the following clause: “The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Contract, enter the Project Area for purposes of inspecting the Project Area.”
3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,
4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Contract,
5. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the Contractor or Contractor’s representative, and
6. If a boat launching ramp is to be constructed, require the preparation of a concrete test panel as specified in Subpart F of this Article.

7. Shall contain the requirements of Article 10 Liability and Fire Insurance and Article 20 Liability of this Contract.

D. The Contractor shall, within sixty (60) days of approval of this Contract, provide the Department with a Project schedule showing the proposed dates of the following Project phases or milestones:

1. Beginning and ending dates of Project design consultant selection by the Contractor,
2. Submission of the consultant services agreement to the Department for approval,
3. Beginning and ending of Project design,
4. Submission of plans and specifications to the Department for approval at 30%, 60%, 90% and 100% completion,
5. Beginning and ending dates of Contractor advertising of Project for bids,
6. Project bid opening date,
7. Submission of the construction Contract to the Department for approval,
8. Beginning and ending dates of Project construction,
9. Acceptance of Project by the Contractor, and
10. Submission of a Project Completion Certification to the Department.

E. The Contractor shall provide the Department with a Construction Schedule showing all construction milestones, including the date the v-grooving test panel will be prepared and ready for Department inspection as required by Subpart F below.

F. No placement or v-grooving of concrete for boat launching ramps on the Project shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a Department representative prior to placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by Department. The Contractor may incorporate the test panel into other concrete work (i.e. trash enclosure, etc.).

G. Prior to the commencement of the construction of the Project, the Contractor shall cause the subcontractor to provide a corporate surety acceptable to the Department to be

furnished in favor of the Contractor and the Department, as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated below:

1. Faithful performance – one-hundred percent (100%) of the total subcontract bid price.
2. Labor and materials – one-hundred percent (100%) of the total subcontract bid price.

H. The Contractor shall provide at least quarterly written reporting to the Department as to the progress and status of the Project using the form provided by the Department unless the Contractor has a form otherwise approved by the Department in writing.

ARTICLE 7 - COMPLETION OF PROJECT

A. The Contractor shall complete the Project no later than February 1, 2027.

B. The Contractor shall provide the following to the Department within sixty (60) days of the Date of Acceptance:

1. A Project Completion Certification (or equivalent)
2. An accounting of all contract funds
3. As-built plans and specifications electronically

ARTICLE 8 - OPERATION AND MAINTENANCE OF PROJECT

A. The Contractor shall not transfer its interest in the Project Area without the written approval of the Department.

B. The Project and all other improvements constructed or placed in the Project Area shall be operated solely as a recreational small craft boat launching facility. Other uses of the facility such as for craft fairs, festivals, SNO-PARKS, special events, storage, transient parking, camping, etc., are not allowed without the prior written permission of the Department.

C. The Project Area shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times during the term of this Contract except as approved by the Department. Notwithstanding Harbors and Navigation Code section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the Project Area which result in

closure or partial closure of waterways in the Project Area to any recreational vessel shall be subject to prior approval by the Department. Failure to obtain prior approval of the Department for such restrictions shall constitute a breach of this Contractor and may result in penalties set forth in Article 9 of this Exhibit.

D. The Contractor (or any lessee or concessionaire operating under the authority of the Contractor) shall not charge any fee or combination of fees totaling more than $13.00 to include but not limited to fees for: vessel launch and retrieval, parking, entry, day-use, and water-use. Such funds may be collected and used only to make repairs, renewals, and replacements necessary for the efficient operation of the recreational small craft boat launching facility and to keep the facility in good repair at all times. The total fee charged may be adjusted annually in accordance with percentage changes in the *United States Bureau of Labor Statistics Consumer Price Index* (CPI) using the *U.S. City Average, All Items, 1982-84 = 100*, as of the first date of the Contract Performance Period of this Contract. Any adjustment exceeding the annual percentage change in the CPI shall be made only after the Contractor obtains the written approval of the Department. Such rates and fees shall be maintained at a level comparable to those charged at State owned boat launching facilities in the region.

E. The Contractor shall maintain the Project Area and all improvements funded by this Contract in accordance with the Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines (Guidelines), a copy of which is attached to and made a part of this Contract. The Department and its agents may, at any and all reasonable times during the term of this Contract, enter the Project Area for purposes of inspecting the Project Area to determine if the facility is being maintained according to the Guidelines.

1. The Contractor shall provide to the Department, within sixty (60) days of the first date of the Contract Performance Period of this Contract, a maintenance schedule for approval detailing how each objective of the attached Guidelines will be addressed within the Project Area over the term of this Contract. Each objective of the Guidelines must be considered; any objectives that are not applicable to the Contractor shall be included in the schedule with notation that such objective does not apply to this Project Area. The Department shall not unreasonably withhold its approval; however, it is the Contractor’s responsibility to ensure that such maintenance schedule adequately addresses the

Contractor's responsibilities and each objective. The Department's written approval of the maintenance schedule shall be required before any funds are disbursed.

2. The Contractor shall comply with the approved maintenance schedule throughout the term of this Contract. Failure to maintain the facility according to the maintenance schedule is a breach of this Contract.
3. Any changes to the maintenance schedule must be approved in writing by the Department.

F. The Department shall not be liable for any costs of maintenance, management, control or operation of the Project Area.

G. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.

H. All Project Area facilities shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All subcontracts relating to the operation of the Project shall include a nondiscrimination and compliance clause as referenced in Article 6, Subpart C of this Exhibit.

I. All concession agreements for the operation and maintenance of the Project Area must have the written approval of the Department prior to award. The Department will approve such concession agreements only when the Contractor can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the Department. Any concession agreement for operation and maintenance of greater than five (5) years shall require the concessionaire to make a capital investment, acceptable to the Department, in the Project Area.

J. All concession agreements for operation of the Project shall provide the following:

1. Fees paid to the Contractor by the concessionaire for the operation and maintenance of the Project (usually a percentage of gross receipts) may only be for "reasonable administrative charges" so as not to motivate the Contractor to turn over the operation and maintenance of the Project for purely profit considerations.
2. Fees paid to the concessionaire for use of the facility shall be no greater than those allowed in this Contract.

3. The concessionaire shall operate the Project and all other improvements placed in the Project Area solely as a recreational small craft boat launching facility unless receiving written permission from the Contractor and the Department for other permanent or special event uses.
4. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
5. All Department signs shall be kept permanently in place.

ARTICLE 9 - BREACH OF CONTRACT

The Department through written notice may require the Contractor to remedy to Department's satisfaction any breach of this Contract within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Contractor begins such remedy within the said period; however, if the Contractor fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

A. The Department may take any action to correct the breach. The Contractor shall be liable for all costs, including administrative costs, incurred in the course of correcting the breach.

B. The Department may require the Contractor to repay the Department for all Project Costs funded by the Contract. The Contractor shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which Department demands repayment. Repayment shall be determined by the Department on a prorated unexpired term basis (the remainder of the twenty (20) year term as determined in Article 3, Subpart A).

C. In the event the Contractor adopts time-of-day, speed zones, special-use area, pollution control measures, or any other restrictions which restrict any or all of the Project Area, or result in its closure or partial closure to any form of recreational vessel, the Department may determine the percentage of boaters affected and may require the Contractor to repay the Contract on a prorated unexpired term basis for that percentage of all Project Costs funded by the Contract. The Contractor shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which a Department

demands repayment. Repayment shall be made according to a schedule determined by the Department after consultation with Contractor.

ARTICLE 10 - LIABILITY AND FIRE INSURANCE

A. The Contractor shall, at a minimum, maintain in full force and effect during the term of this Contract the following insurance:

Bodily Injury or Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property and Product Damage	$1,000,000 each occurrence
	$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project.

B. All policy or policies shall contain the following endorsement:
The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Contractor and the Department in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department.

C. The Contractor agrees that all contracts between it and the subcontractor (or subcontractors) responsible for construction of the Project shall contain a clause which requires the subcontractor(s) to obtain insurance in the minimum amounts and kinds specified above in Article 10, Subpart A.

D. The insurance requirements specified above in Article 10, Subpart A, may be satisfied to the extent that the Contractor can provide comparable protection for the Contractor and the Department by virtue of the Contractor participation in any "risk management" plan, self-insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan has been approved by the Department.

E. The Contractor agrees that all subcontracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the Project shall contain a clause requiring said designer(s) to obtain Architect’s Professional Liability (errors and omissions) Insurance in the amount of $1,000,000.

F. Copies of any policy or policies, including any new or renewal policy, shall be in a form satisfactory to the Department. Copies of such policy or policies shall be submitted to the Department at least twenty (20) days prior to the effective date or dates thereof.

G. Loss under any fire insurance policy shall be payable to the Department for deposit in an appropriate trust fund with the State of California. The proceeds may be paid to the Contractor upon the Contractor's application for the reconstruction of the destroyed facilities.

H. The Department shall not be responsible for the payment of any premiums or assessments on the Contractor’s insurance policies.

I. The Contractor shall provide proof of insurance to the Department annually and upon written request by the Department.

ARTICLE 11 - INSTALLATION OF OTHER FACILITIES

A. The Contractor may at its own expense place or cause to be placed within the Project Area any structure, alteration, and/or improvement in addition to those set forth and described in Exhibit F, provided that such facilities:

1. Are constructed, maintained and operated for the use, enjoyment, protection and service of the public,
2. Are in compliance with Article 8 of this Exhibit,
3. Do not directly or indirectly reduce the service capabilities for the boating public called for in Exhibit F including the sanitary and parking facilities, and
4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.

B. The Department shall not be obligated to make or cause to be made any alteration, improvement, or repair to any facilities within the Project Area in addition to the original construction to the Project as provided for herein.

ARTICLE 12 - SIGN REFERRING TO DEPARTMENT FINANCING

The Contractor shall cause a permanent sign to be installed within the Project Area, which shall include the Department’s logo (to be provided by Department) and a statement that the Department financed the Project. The sign may contain additional statements, which recognize the participation of other government agencies in the Project. The sign shall be installed before

the Project is made available to the public. The standard Department precast concrete sign shall be used unless the Contractor is required to use a different sign style or motif. An electronic drawing of the standard Department Project credit sign shall be furnished by the Department to the Contractor for inclusion in the plans and specifications. The location of the Project credit sign and make-up of a non-standard sign, including the dimensions, materials and lettering, requires the prior approval of the Department.

ARTICLE 13 - DIRECTIONAL SIGNS

The Contractor shall at the direction of the Department cause permanent directional signs to be installed, which shall provide adequate directions for reaching the Project Area. The signs shall be installed on major roads in the area and in as close proximity as possible to freeway exits in conformance with the provisions of the Local Agency's Development Code and the State Department of Transportation (CalTrans) policy. The locations and make-up of the signs, including the dimensions, materials, and lettering, require the prior approval of the Department.

ARTICLE 14 - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other default or matter.

ARTICLE 15 - PROJECT REPRESENTATIVES

The Contractor and the Department shall each designate specific staff representatives for the purposes of communication between parties. The Contractor's representative shall be by delegation of authority, signed by the person designated by resolution to sign the Contract or any amendments, and to make decisions concerning the Contract.

ARTICLE 16 - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Contractor of any remedy specified in this Contract for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 17 - OPINIONS AND DETERMINATIONS

Where the terms of this Contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Contractor, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

ARTICLE 18 - ASSIGNMENT

No assignment or transfer of this Contract or any part hereof, rights hereunder, or interest herein by the Contractor shall be valid unless and until it is approved by the Department in writing. The Department's approval shall be granted at its sole discretion and may be made subject to such reasonable terms and conditions as the Department may impose.

ARTICLE 19 - SUCCESSORS AND ASSIGNS OBLIGATED

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

ARTICLE 20 - LIABILITY

A. The Contractor waives all claims and recourse against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Contract.

B. The Contractor agrees to indemnify, defend, and hold harmless the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by the Contractor in the performance of this Contract.

C. The Contractor shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.

D. If the Department is named as a co-defendant, the Contractor shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

ARTICLE 21 - TERMINATION

A. Prior Termination. This Contract shall terminate on the date specified in Article 7, Subpart A of this Exhibit if by such date (1) the Contractor has not met all conditions precedent to disbursement under this Contract, or (2) the Department has disbursed no part of the Contract funds.

B. Termination. In addition to the Department’s right to terminate pursuant to Exhibit C, and as otherwise provided in this Contract, the Department may terminate this Contract without cause upon thirty (30) calendar days advance written notice to the Contractor.

C. In the event of termination, the Contractor shall promptly return all advanced funds to the Department.

ARTICLE 22 - SUPERSEDING GENERAL TERMS AND CONDITIONS (GTC)

A. Notwithstanding Paragraph 13 in Exhibit C, payment to the Contractor for expenses shall be limited as provided for in Article 5 of this Exhibit.

B. Paragraph 5 in Exhibit C is replaced by Article 20 of this Exhibit.

Introduction

This document presents guidelines for meeting the minimum maintenance standards for the operation and maintenance of publicly owned boat launching facilities that are funded by the California Department of Parks and Recreation, Division of Boating and Waterways (DBW).

Because DBW funds these publicly owned facilities, the State has a financial stake in their success. The attached guidelines, developed by DBW, are intended to ensure that DBW funded boat launch facilities are managed and maintained in a manner compatible with DBW's mission – *to provide safe and convenient boating access* – and that the public entity owning the facility (the "Agency") is fulfilling its responsibilities. The Agency's primary responsibility in this context is maintaining the value of the property, including both tangible site improvements and the intangible value of the boat launch facility's reputation with the boating public.

Scope

The scope of these guidelines is limited to those items that reflect the quality of the boat launch facility (BLF) and its operations. The seven categories that are addressed are: (1) regular maintenance, (2) major maintenance, (3) boat launch facility staff, (4) boat launch facility operations and administration, (5) boat launch facility regulations, (6) security, and (7) amenities.

The scope does not include financial measures and other items that would be covered separately when a Memorandum of Understanding (MOU), Operating Agreement, Concession Agreement or Lease Agreement occurred between an Agency and an operator. In addition, these guidelines are separate from, and complementary to, the conditions and expectations set forth in any contractual agreement that might exist between the Agency and an operator. These guidelines were developed under the assumption that any contractual obligations, such as financial performance, reporting, and lease payments from an operator to an Agency, would be monitored separately. However, in the event that an Agency contracts out the operation of a BLF to an operator, any agreement between the Agency and the operator must specify that the operator must apply these guidelines and operate and maintain the BLF to at least the minimum condition that would be achieved by following these guidelines.

These guidelines should be applied within the context of the existing maintenance conditions of the boat launch facility. Likewise, they should reflect long-term goals for the boat launch facility.

The three key long-term goals that apply to most publicly owned boat launch facilities are as follows:

- Maintain the boat launch facility to a standard that attracts boaters to the boat launch facility.
- Meet current and long-range needs of the community and of boaters in the region.
- Produce, or set aside, boat launch or parking revenues sufficient to maintain the boat launch facility infrastructure, such as regular slurry sealing and striping of the parking lot, replacement of boarding float flotations as needed, or restroom roof repairs.

The following guidelines represent the minimum that shall be required of an Agency to operate and maintain a DBW funded BLF.

Guidelines

The following table documents, in categories, the minimum outcomes that must be met in a properly maintained DBW funded BLF. The Agency is responsible for preparing, and updating, a maintenance schedule describing, in detail, how each of the objective/outcomes will be addressed by the Agency during the term of the BLF contract. During the contract term, the maintenance schedule shall be updated every five years, and whenever there are changes to the property, expected or unexpected, that might normally require changes in maintenance levels (examples include, but are not limited to, new construction or other major physical and non-physical changes including storm damage, faster than anticipated erosion, or higher than expected usage). In the event that such a change will not require a change in maintenance levels an updated maintenance schedule is still required; and, the Agency must clearly document why no change in service is required.

In order to verify that Agencies are maintaining facilities as required, DBW will make periodic and random inspections of funded BLFs. After an inspection, Agencies will be provided with DBW's inspection results. In the event that facilities are not being maintained to DBW's guidelines, the Agency will be required to respond and take corrective action immediately. Agencies that do not maintain their facilities to at least these guidelines will not be considered for future DBW funding.

Category	Objectives/Outcomes
A. Regular Maintenance	Maintenance of existing and new structures and facilities is conducted on a regular basis to maintain viability of the boat launch facility. Taking into account the initial condition of the boat launch facility, the facilities, including ramps, boarding floats, restrooms, lighting, and landscaping are maintained in a safe, neat, sanitary, and orderly condition.
B. Major Maintenance	Inspections for possible major maintenance problems are conducted to prevent the need for premature replacement of facilities. The boat launch facility structures are maintained in an acceptable manner, enhancing the long-term viability of the boat launch facility and reducing risk to users, the Agency, and DBW. The facility is maintained in an insurable condition and is free of defects caused by neglect. Major maintenance of necessary items is scheduled and completed in a timely manner and minimizes degradation of the boat launch facility.
C. Staff	Boat launch facility staff, where provided, are qualified, competent, and experienced. Staff are (1) knowledgeable about boats and boating, (2) available every day including peak season holidays, (3) friendly, (4) professional in appearance, and (5) proactive in meeting the needs of customers.

Category	Objectives/Outcomes
C. Staff (*cont.)*	Boat launch facility staff, where provided, are responsive to customers and maintain a service orientation. A mechanism to reach staff or other personnel in off-hours or emergencies is in place.
D. Operations and Administration	The Operator has a long-range plan to maintain viability of the boat launch facility that is realistic and reflective of DBW's mission.
	The staff management plan specifies staffing levels and availability of staff, and procedures for responses to complaints. All facilities and services are operated in accordance with hours authorized in the contract/operating agreement.
E. Regulations	The boat launch facility is in compliance with applicable federal, state, and local laws, rules, regulations, contracts, and restrictions.
F. Security	Boat launch facility security is maintained to appropriate guidelines for the region. The Boat launch facility security system is in place and operational and law enforcement incidents at the boat launch facility are at levels similar to other boat launch facilities in the region.
G. Amenities	Amenities provided are in good condition, and help draw customers to the facility.

LOUIS PARK NON-MOTORIZED BOAT LAUNCH FACILITY
PROJECT SCOPE AND BUDGET SUMMARY

The Division of Boating and Waterways (DBW) proposes to fund up to $2,000,000 from the Waterways Connection Initiative (WCI) funding to the City of Stockton (City) to engineer, design, acquire permits, and construct non-motorized boating access improvements to the Louis Park Boat Launching Facility (BLF) at 3121 Monte Diablo Ave, Stockton, CA 95203.

PROPOSED PROJECT SCOPE

Engineering, permitting, construction, and inspection of the following items:

- Low Freeboard Float and Gangway (8 foot by 100 foot)
- Concrete Abutment
- Steel Guide-Piles
- Two-Unit Unisex Precast Restroom
- Utilities
- Concrete ADA Parking and Striping
- ADA Path of Travel from parking to restroom to boarding float
- ADA Pathway Lighting
- Retaining Wall (if necessary) for ADA-compliant pathway between restroom and beginning of path to the boarding float
- Project Credit Sign

Background:

The Louis Park BLF is in the City of Stockton, in San Joaquin County, about 70 miles east of San Francisco and 40 miles south of Sacramento. The BLF is part of the larger 73 acre Louis Park, a regional park that includes 40 picnic tables, three restrooms, baseball diamonds, basketball courts, tennis and handball courts, and Pixie Woods, a children's play park.

The BLF provides public boating access from a protected cove at the recently completed Smith Canal flood gate, alongside the San Joaquin River. From there boaters can enter the Deepwater Channel which provides access to over 1,000 miles of Sacramento-San Joaquin Delta waterways.

This waterway is a major artery leading into downtown Stockton. It connects the City to the Pacific Ocean through the San Joaquin River and the Port of Stockton. At the City's downtown waterfront, boaters can dock at the marina for day use or overnight, and access the downtown waterfront promenade which offers a wide range of dining options and entertainment venues.

Visitors can explore other boat launching facilities in the area, including the Buckley Cove BLF, located five miles to the northwest on the Stockton Channel, and the Morelli Park BLF, located five miles to the east on the Stockton Channel.

The Louis Park BLF was constructed in 1964 by the City of Stockton. The facility consisted of a two-lane boat launching ramp, a boarding float, a 54 vehicle- trailer parking area, and a fishing access dock.

In FY 2003, the City of Stockton was given a $792,000 Harbors and Watercraft Revolving Fund grant that widened the two-lane boat launching ramp to four launching lanes, added boarding floats, extended the parking area, slurry sealed/restriped the parking area, constructed a sidewalk, installed storm drainage, new lighting, a shade structure, and safety railing.

Waterways Connections Initiative

In FY 2021-22, the Department of Parks and Recreation was allocated approximately $154 million in a direct appropriation from the state's Budget Act, SB-170. This funding was intended to expand waterway-related outdoor access to under-resourced, underserved, or park-poor urban communities with a population of at least 2,500, that lack connection to waterways. Of this appropriation, DBW was allocated $10 million for local assistance boat launching facility projects that fit this funding criteria.

The City of Stockton has a population of 319,000 and is identified as a disadvantaged community with 15% of the population at or below the poverty level. It is one of the most racially diverse cities in the country. While the City has three public boat launch facilities for motorized vessels, formal facilities for non-motorized boating is insufficient for its population.

Existing Conditions:

- The City recently slurry sealed and striped the parking area.
- The concrete v-grooved boat launch ramp and pile-guided boarding floats are in good condition and expected to be operational for at minimum, another 10 years.
- The walkway that runs along the north side of the boat launching ramp has many bumps and cracks and is not ADA compliant.
- The existing pile-guided boarding float and gangway that runs parallel to the walkway are dilapidated and not suitable for non-motorized craft.
- The City removed the previous restroom building; there currently is no restroom at the facility.

Grant Award Includes:

Funding for reimbursement of costs to design, permit, construct, and inspect the non-motorized improvements identified above under PROPOSED PROJECT SCOPE. The

PROJECT COST ESTIMATE below and PROPOSED PROJECT SCOPE identified above supersede the City's application.

The City and DBW agreed to the proposed Louis Park NMBLF Project Cost Estimate in Table 1 below, and DBW's engineer developed the concept design included on page 5 of this exhibit. The cost estimate (Table 1) and design concept supersede all previous designs and cost estimates and are the basis for this contract.

Project Funding Excludes:

Any costs in excess of $160,000 for the boater restroom, reimbursement for City administration, owner's representation, project management, CEQA and related studies, picnic tables, shade structures, bike racks, etc., landscaping (unless required by permits), and all other non-boating related park amenities.

Condition: CEQA must be completed, at no expense to the WCI contract, by December 31, 2025. No grant reimbursement will be authorized until the City has demonstrated that CEQA is complete.

Table 1: Louis Park NMBLF Project Cost Estimate	
CONSTRUCTION SCOPE	**COST ESTIMATE**
Mobilization	$ 65,000
Demolition	90,000
Low Freeboard Float and Gangway (8 foot by 100 foot)	400,000
Concrete Abutment	50,000
Steel Guide-Piles	105,000
Two-unit Unisex Precast Restroom	160,000
Utilities	229,390
Concrete ADA Parking and Striping	100,000
Accessible Path of Travel from Parking to Restroom to Boarding Float	80,000
ADA Pathway Lighting	49,500
Retaining Wall	50,000
Project Credit Sign	10,000
Construction Subtotal	**$ 1,388,889**
NON-CONSTRUCTION COSTS	
Escalation 9%	125,000
Contingency 15%	208,333
Engineering 12%	166,667
Inspection 5%	69,444
Permits 3%	41,667
Non-Construction Subtotal	**$ 611,111**
TOTAL ESTIMATED PROJECT COST	**$ 2,000,000**
Source = Concept/Cost Estimate dated April 2025	
*Percentages are of the Construction Subtotal	
*3% per year for 3 years = 9% escalation	

PROJECT METRICS

Annual Launches

Current: According to the City, the facility was closed for the past three years for flood gate construction and did not track annual boat launches at the facility.

Future: The City estimates the annual number of public non-motorized boat launches at the improved facility will be 5,000 per year. This amount factors in participants of club rowing. While clubs may use DBW funded facilities, funding decisions are based on use by the typical public recreational boater, therefore, DBW assumes a more conservative usage of 3,000 non-motorized launches per year.

Annual User Days

A typical non-motorized boat can accommodate one person per vessel. Therefore, DBW estimates that the annual user days for this facility will be 3,000 annual user days.

Unit Day Value

The 2018 California Boating Needs Assessment Study established a unit day value in the Central Valley. The unit day value is an established way to measure recreational benefits boaters gain from the experience of boating on a particular body of water. The unit day value, adjusted for the consumer price index (CPI), is $50.47. DBW estimates that the unit day value for the proposed facility will increase after the facility is improved to $151,410 annually (unit day value x projected annual user days).

Benefit-Cost Ratio

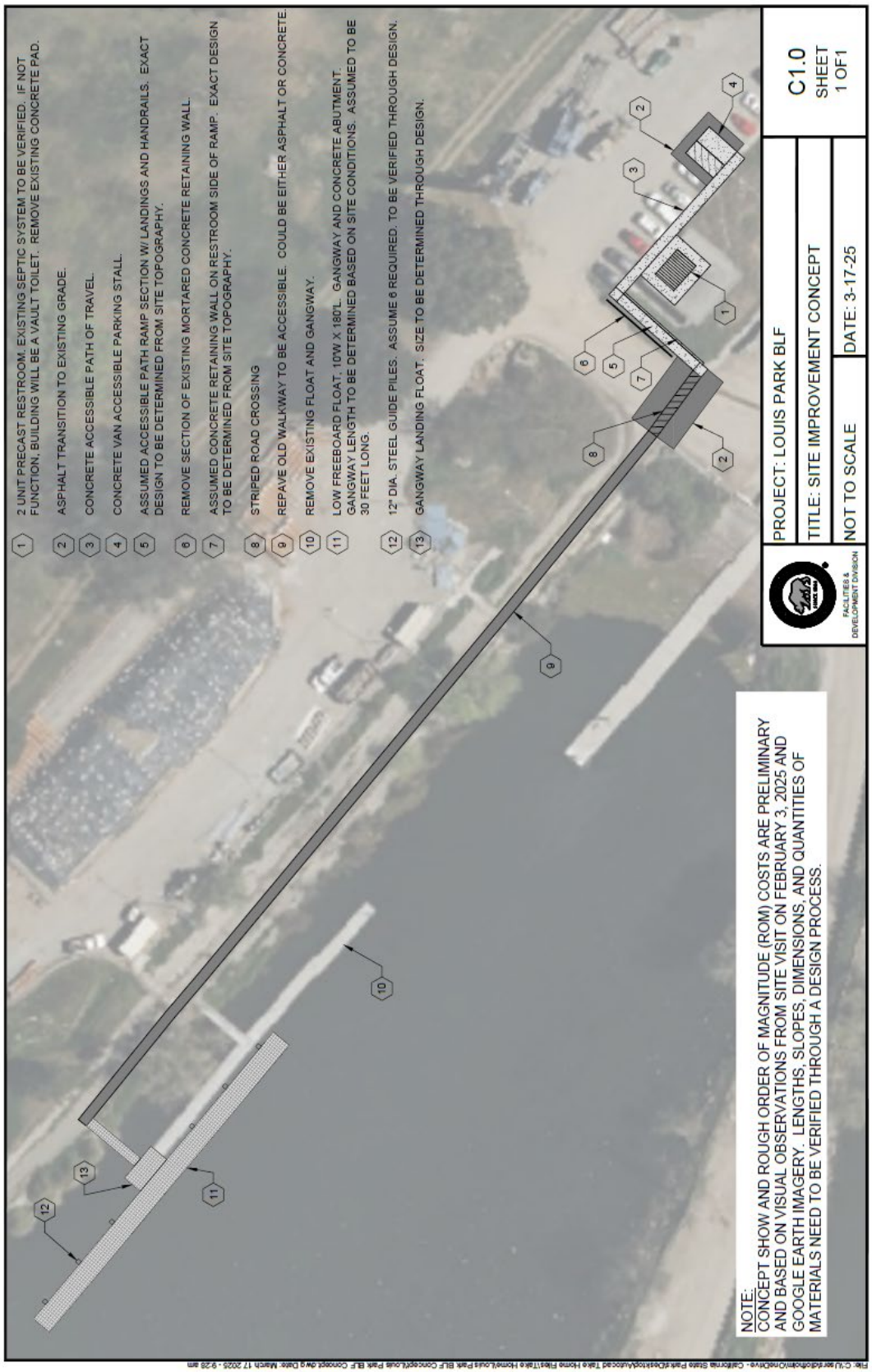
A common method used in the analysis of investments is to establish net present value of the benefits and costs associated with a project. If the Benefit/Cost ratio exceeds “1” then the investment, weighed against available investment alternatives, is worthy of consideration from a financial perspective. The results of this analysis are as follows:

Benefit: The total benefits over the 20-year life of the project are estimated to be $2,370,630.

Cost: Net costs over the 20-year grant period are estimated to be $2,000,160.

Ratio: Assuming a total project cost of $2,000,000 to complete designs, acquire permits, and complete construction, the Benefit-Cost Ratio is 1.19.

Louis Park NMBLF Concept Design



CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective CONTRACTOR to the clause(s) listed below. This certification is made under the laws of the State of California.

CONTRACTOR/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or

violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

CONTRACTOR agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial

Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No 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.

2). No officer or employee shall contract on his or her own behalf as an independent CONTRACTOR with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). 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.

2). 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 12-month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's 'name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

File #: 25-0262, **Version:** 2

ADOPT A RESOLUTION TO ALLOCATE GRANT FUNDING FROM THE HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM TO PERMANENT AND INTERIM HOUSING PROJECTS AND APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDING FROM HHAP ROUND 6

RECOMMENDATION

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

1. Approve and allocate the following HHAP recommendations for funding in the total of $3,886,680, which includes the following 5 projects:

    - $409,010.00 to Children's Home of Stockton for the Catalyst Project.
    - $409,010.00 to Lutheran Social Services of Stockton for Project Hope.
    - $409,010.00 to PREVAIL of Stockton for the Propel Project.
    - $1,244,210.00 to St. Mary's Community Services for Pathways Neighborhood.
    - $1,415,440.00 to Delta Community Developers Corp. for Harding Way Apartments.

2. Authorize staff to apply for, accept, and appropriate grant funding for Round 6 of the Homeless Housing, Assistance and Prevention Grant Program.

3. Authorize the City Manager, or designee, to enter into and execute any associated documents and take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The State's HHAP funds are designed to support regionally coordinated efforts between the County, Continuum of Care (CoC) and the City to expand and develop local capacity to address immediate homelessness challenges throughout the state. HHAP funds are focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families maintain their permanent housing.

Staff recommend that Council approve a resolution authorizing the allocation of HHAP funding to five projects. Staff further recommends Council authorize staff to apply for, accept, and appropriate grant funding for HHAP 6. The HHAP award amounts are formula-based; however, the City is still required to apply for funds. Approval of this recommendation will position the City to apply for funds just made available in March through the HCD NOFA application. In February, staff received notification that the

City of Stockton potential award amount for HHAP 6 would be $11,531,786.79. The application is due in August 2025 and must be applied for in conjunction with San Joaquin County.

DISCUSSION

Background

On June 21, 2022, City Council adopted Resolution No. 2022-06-21-1203 (Attachment A - Resolution 2022-06-21-1203) to apply for, accept, and appropriate grant funding from the California Interagency Council on Homelessness (Cal ICH) for Round 3 of the HHAP Program. Cal ICH was the former HHAP oversight department and has been replaced by the Department of Housing and Community Development (HCD). Subsequently, on November 15, 2022, City Council approved a motion (Attachment B - Approved Motion 2022-11-15-1602) authorizing the submission of a grant application to apply for, accept, and appropriate grant funding for Round 4 of the HHAP Program. Initial obligation deadlines for Rounds 3 and 4 have been met. The final obligation of funds proposed by this resolution will complete allocation of those respective rounds and allow submittal of the application to receive HHAP 6.

Present Situation

The 2025 HHAP Rounds 3 & 4 NOFA was released February 6, 2025, and closed March 13, 2025. A total of 11 responses were received and reviewed by Economic Development Department (EDD) for HHAP funding eligibility.

- All projects were reviewed to determine HHAP eligibility for permanent and interim housing uses.
    - 11 projects were eligible.

- Eligible projects were then reviewed to determine the capacity of meeting HHAP obligation and spending deadlines.
    - 5 projects met this threshold.

The five eligible projects that could reasonably meet HHAP obligation and spending deadlines were subsequently evaluated and scored by the Review Team. Additionally, the five eligible project applications were shared with the County's Neighborhood Preservation Department (NPD), who serves as the Collaborative Applicant for the CoC and is also a HHAP funding recipient, to ensure NPD agrees the projects align with regional housing and homeless plans.

Following thorough review, staff recommends funding the named projects:

- Children's Home of Stockton for the Catalyst Project $409,010.
    - Provides shelter and supportive services for Transitional Age Youth (TAY), ages 18-25. Catalyst is expanding from 18 to 24 beds. Services include case management, therapy, service linkages, and important resources for clients.

- Lutheran Social Services of Stockton for Project Hope $409,010.
    - Provides 12 TAY program participants with shelter and case management, housing navigation, life skill development, employment support, and connection to community resources.

- PREVAIL of Stockton for the PROPEL Project $409,010.
    - Providing Resources and Opportunities for Peers Experiencing Life (PROPEL). Safe House and Emergency Shelter for youth ages 12-17 and Opportunity House Emergency Shelter for youth ages 18-24.

- St. Mary's Community Services for the Pathways Neighborhood $1,244,210.
    - Providing low-barrier sheltering for clients, providing case management and wraparound services with a focus on obtaining and sustaining permanent housing.

- Delta Community Developers Corp. for the Harding Way Apartments $1,415,440.
    - The funds will be used to rehabilitate the current structure to create 33 affordable housing units and 2 clinical offices to provide on-site Behavioral Health Services through San Joaquin County to mental health consumers and individuals experiencing substance abuse, as well as on-site laundry facilities.

All programs utilize the Coordinated Entry System (CES) and Homeless Management Information System (HMIS), both mandated for HHAP funding.

A more comprehensive outline is provided in Attachment C - HHAP Recommendations.

These projects support the Regional Goals (Attachment D).

HHAP 6 Application

In addition to allocating the final pieces of funding for HHAP Rounds 3 and 4, the attached resolution gives authority to the City Manager to apply for HHAP Round 6 funding.

HHAP 6 reflects the State's priorities in prevention and expeditiously reducing unsheltered homelessness through homelessness prevention activities, sustaining existing interim and permanent housing solutions, and long-term sustainability of permanent affordable housing (Health and Safety Code section 50243(a)). To accomplish these goals, HHAP 6 requires applicants to update and continue to implement the regionally coordinated homelessness action plans that were created as a requirement of the HHAP 5 application. (Health and Safety Code section 50240).

HHAP 6 Application and Award Process

NOFA and Final Allocations Available	February 2025
NOFA Application Walk-through	March 18, 2025
Final Applications Due	August 29, 2025
HCD reviews and approves application	Rolling, Sept. - Dec. 2025

Obligation and expenditure requirements for each Round of HHAP are shown in Attachment E.

FINANCIAL SUMMARY

There will be no financial impact to the City's General Fund or any other unrestricted fund as a result

of this action. Funding to support the recommendations is budgeted and available in the Special Grant Fund (Fund 280, Sub-fund 282), Housing Division. If awarded, HHAP 6 funding will be appropriated in the Special Grant Fund (Fund 280, Sub-fund 282), Housing Division.

Attachment A - Resolution 2022-06-21-1203
Attachment B - Approved Motion 2022-11-15-1602
Attachment C - HHAP Recommendations
Attachment D - Regional Goals
Attachment E - HHAP Obligation and Expenditure Deadlines

Resolution No. 2022-06-21-1203

STOCKTON CITY COUNCIL

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 agendized 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.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

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

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

City of Stockton

Economic Development Department

CITY OF STOCKTON
ECONOMIC DEVELOPMENT DEPARTMENT

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CITY OF STOCKTON
ECONOMIC DEVELOPMENT DEPARTMENT

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[i]. 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[ii]. 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[iii].

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.

Vision:	Homelessness should be rare, brief, and non-reoccurring.
Directive:	Develop solutions to address homelessness, including increasing the affordable housing supply.
Goals:	1. Establish a coordinated and engaged regional system of care. 2. Increase access and reduce barriers to homeless crisis response services. 3. Ensure households experiencing homelessness have access to affordable and sustainable permanent housing solutions.

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.

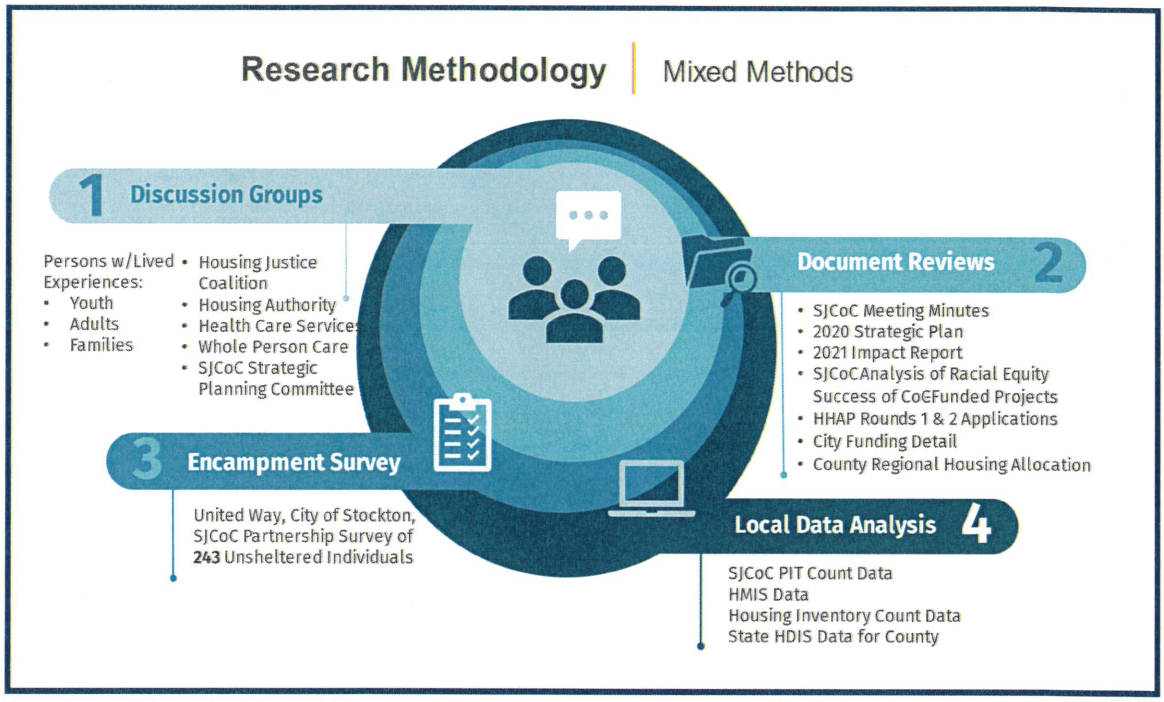
Continuums of Care: Continuums of Care (CoCs) are local planning bodies that coordinate federal funding allocations to address homelessness and assist homeless individuals and families move into permanent housing. The federal Department of Housing and Urban Development provides guidelines for the operation 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 oversite 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

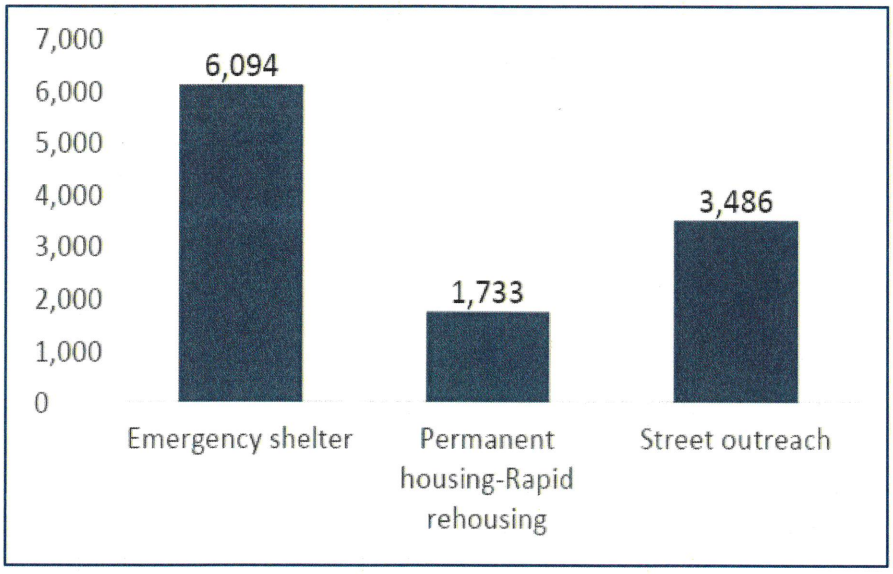
Service Utilization, Over a 12-Month Period

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.

	Total Shelter Beds	Occupancy	Utilization Rate
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.

	Total Bed Capacity	Occupancy	Utilization Rate
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.

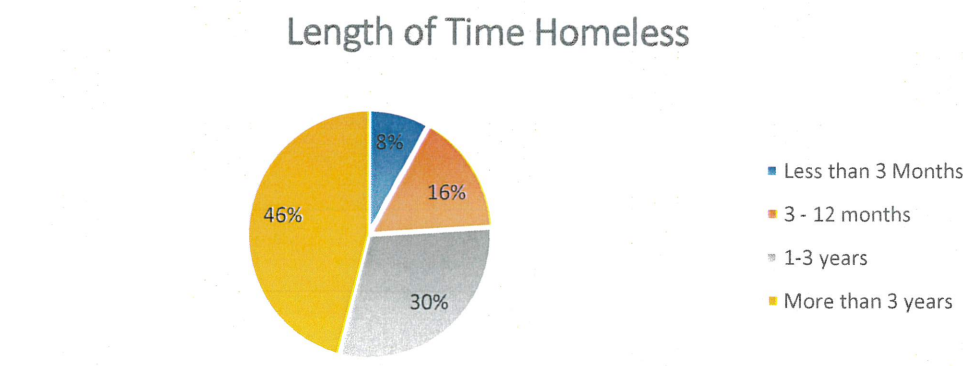
In the survey, people living on the streets talked candidly about their experiences and decisions to stay unsheltered. Many respondents had utilized shelter services on occasion (53% of survey participants) and indicated a myriad of reasons for not using shelters with more regularity. The most frequent 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)



Source: 2021 United Way of San Joaquin Encampment Outreach Study

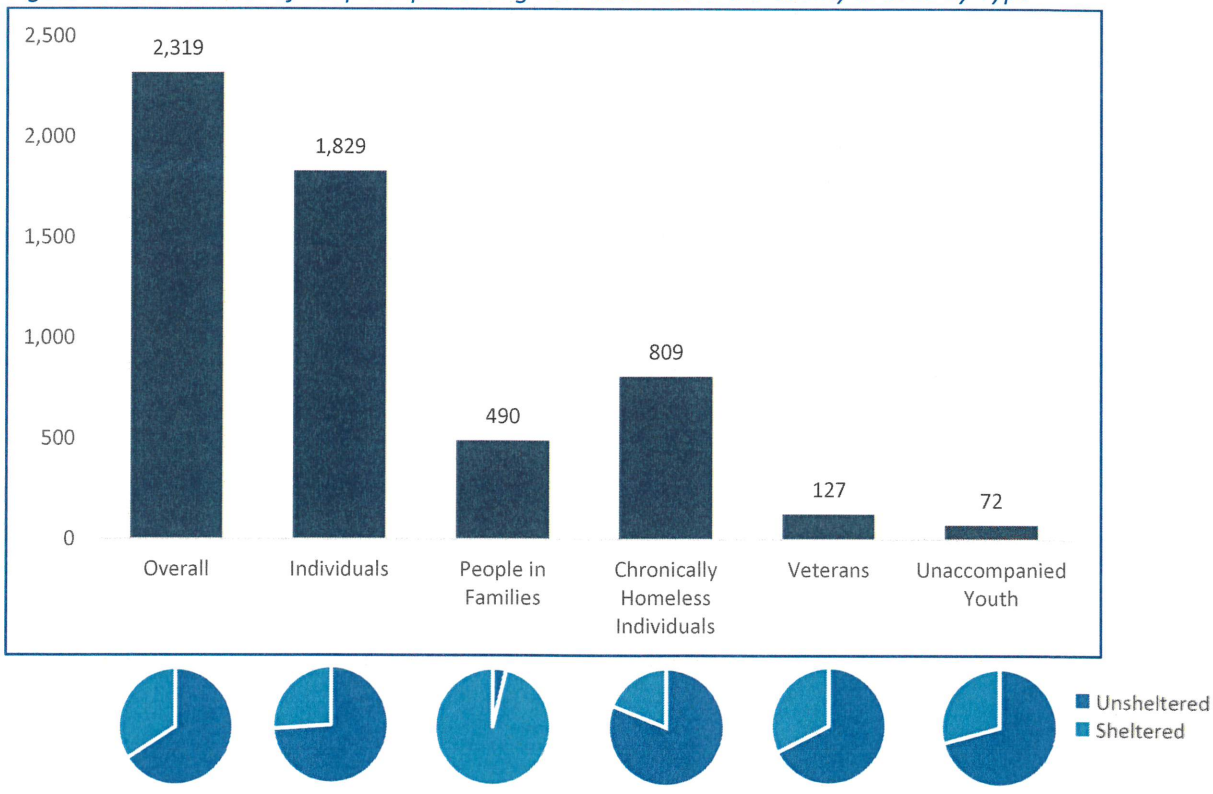
Point in Time Count of People Experiencing Homelessness

Findings from the Countywide PIT Count

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.

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).

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

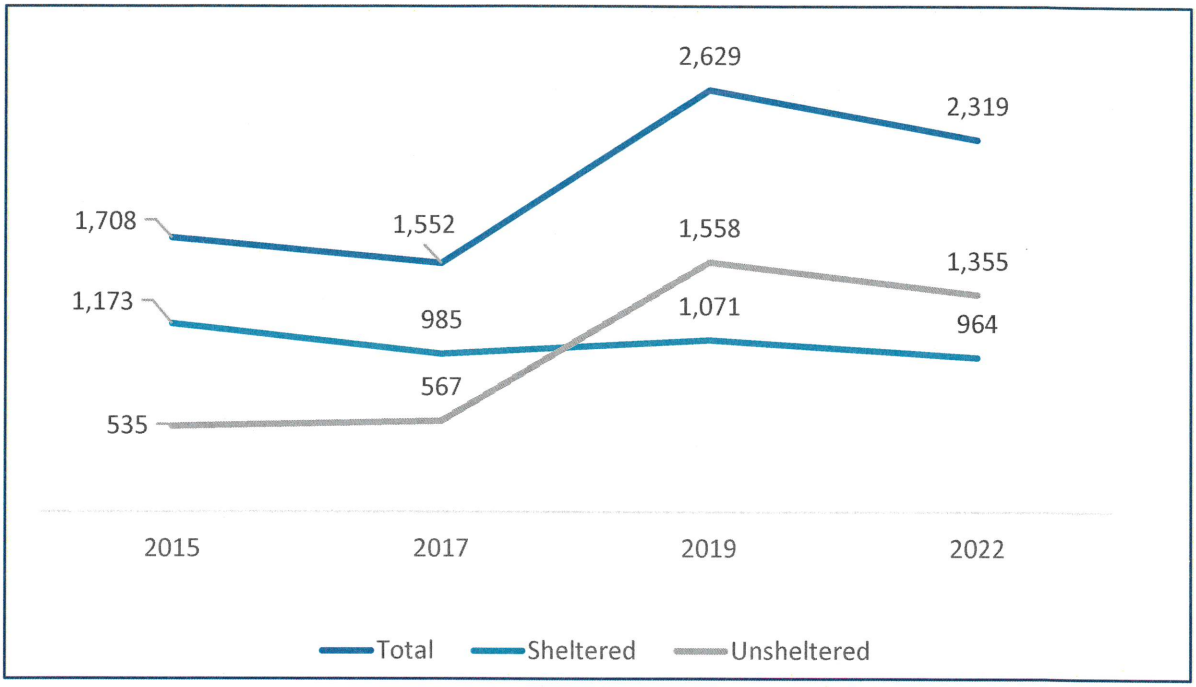


Source: 2022 SJCoC PIT Count

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.[iv]

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.[v]

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.

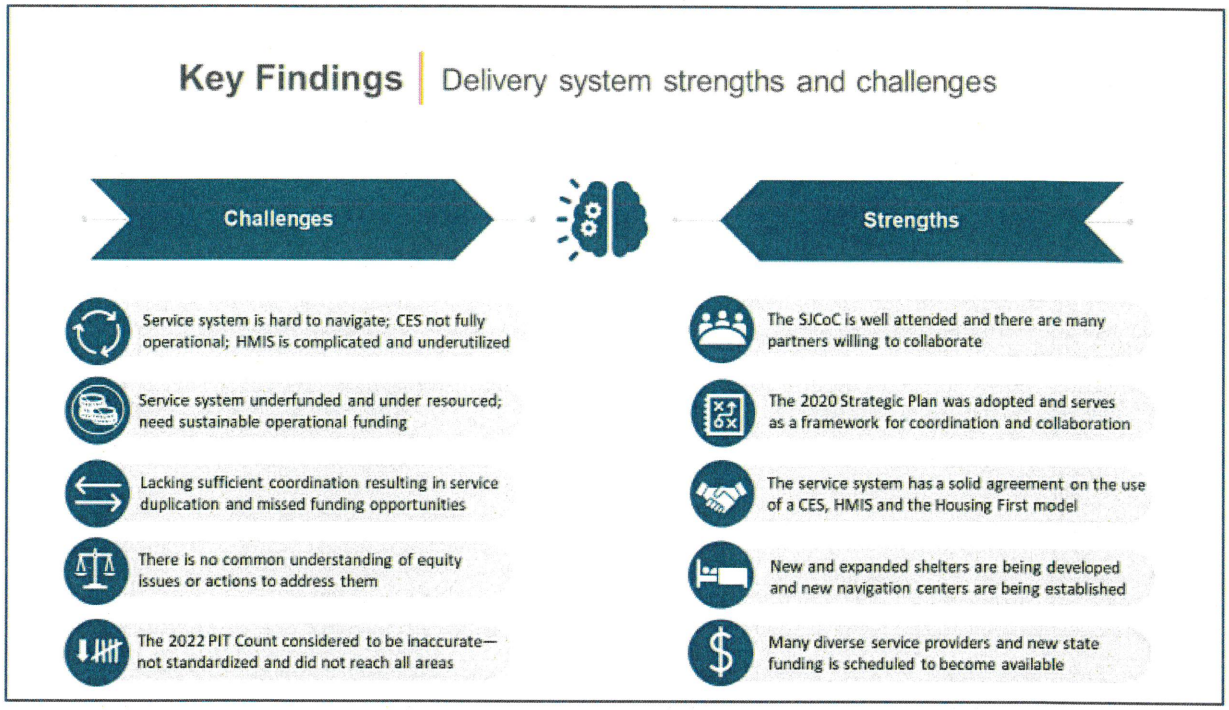
Expanding Services

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 disproportionally 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 disproportionally 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 muti-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.

CITY OF STOCKTON
ECONOMIC DEVELOPMENT DEPARTMENT

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. Pivotally, 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.

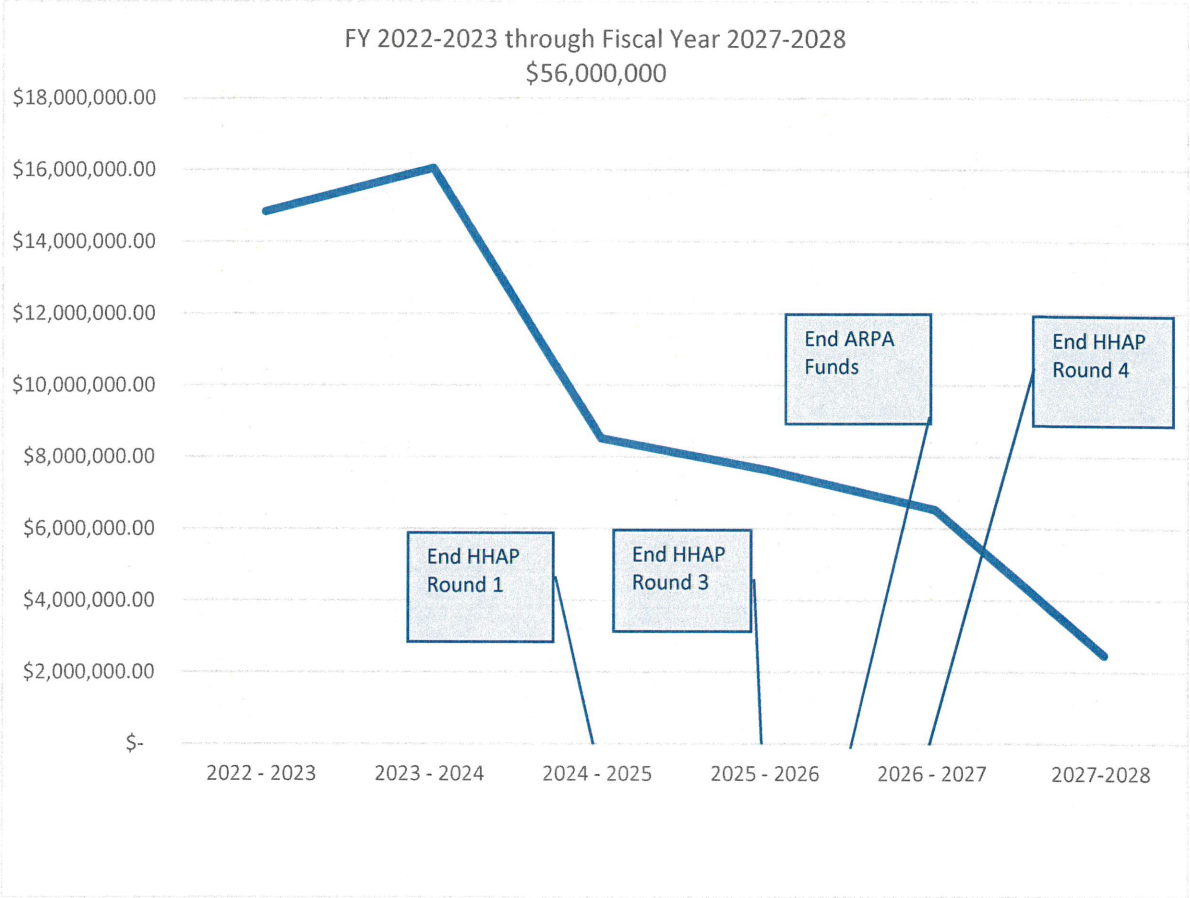
Starting in 2024-25, funding becomes less certain, and by 2027-2028, the only anticipated funding is through ongoing federal allocations via HOME, Community Development Block Grants, and Emergency Solutions Grants, for a total of approximately $2.5 million. The availability of additional funds through 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

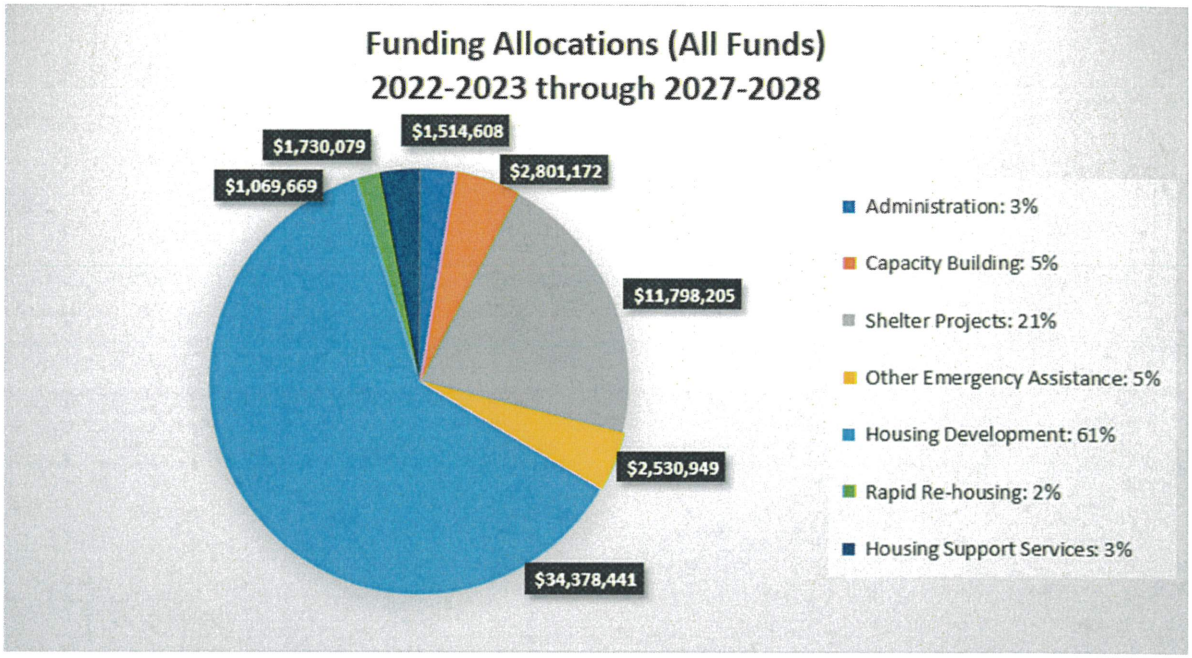


This Action Plan charts a course for the City as it contemplates both existing (secured) funds and any potential (anticipated) new revenues that may come in the future. As a framework the Action Plan looks to achieve the following:

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.

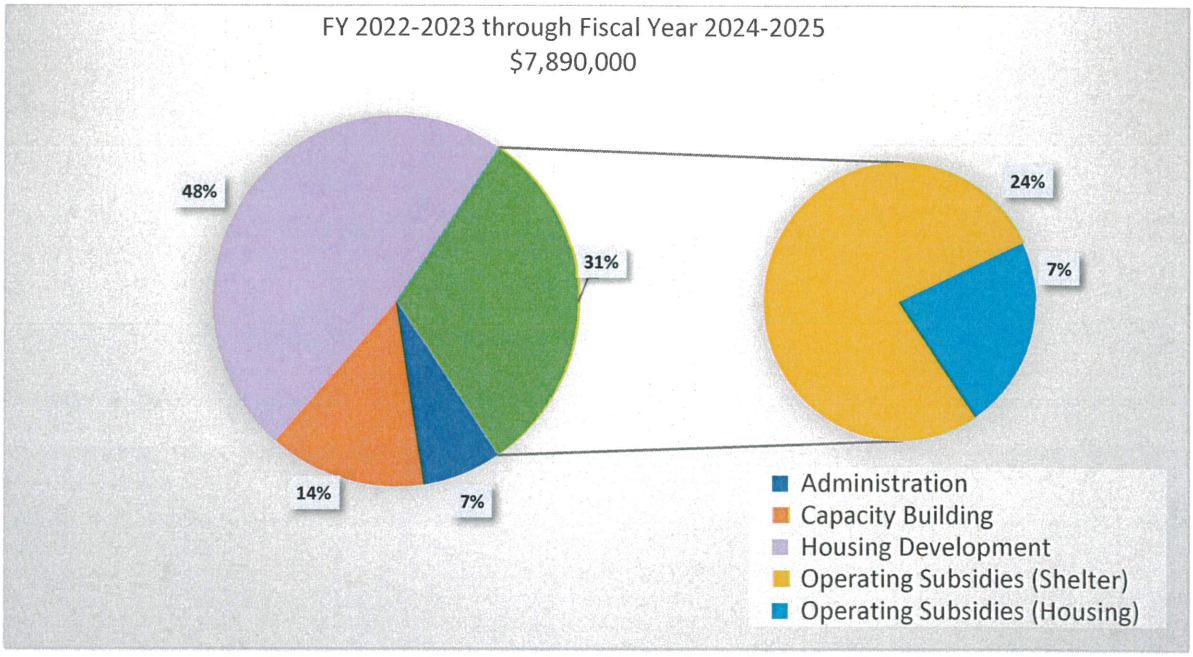
- Allocated funds are insufficient to meet shelter projects as scoped.
- This Action Plan does not identify funds to sustain shelter operations over time.

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*

CITY OF STOCKTON ECONOMIC DEVELOPMENT DEPARTMENT

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." [vi]

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								
Strategies (In order listed)	**Funding Source**	**2020 - 2021**	**2021 - 2022**	**2022 - 2023**	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027-2028**	**Total**
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	$ -	$ 140,000.00	$ 200,000.00	$ 200,000.00	$ -	$ -	$ -	$ -	$ 540,000.00
	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

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	HHAP 4 - Administration	$ -	$ -	$ -	$ -	$ 41,439.00	$ 82,880.00	$ 82,880.00	$ -	$ 207,199.00
G. Homeless Management Information System	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
Subtotal Expenditures for Goal 1		***$ 176,588.33***	***$ 372,287.67***	***$ 1,053,594.67***	***$ 1,039,094.67***	***$ 839,092.67***	***$ 681,670.00***	***$ 681,670.00***	***$ 20,658.00***	***$ 4,864,656.00***

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

		Expenditures by Year								
Strategies (In order listed)	**Funding Source**	**2020 - 2021**	**2021 - 2022**	**2022 - 2023**	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027-2028**	**Total**
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	$ 1,028,571.40	$ 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 Grant	$ 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
	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 Grant	$ 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
	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
Subtotal Expenditures for Goal 2		***$ 1,026,947.89***	***$ 1,876,779.78***	***$ 3,236,544.58***	***$ 3,265,115.98***	***$ 3,265,106.98***	***$ 2,288,336.20***	***$ 1,774,050.60***	***$ 500,000.00***	***$ 17,232,882.00***

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Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing		Expenditures by Year								
Strategies (In order listed)	**Funding Source(s)**	**2020 - 2021**	**2021 - 2022**	**2022 - 2023**	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027-2028**	**Total multi-year project budget**
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**

ATTACHMENT A

CITY OF STOCKTON
ECONOMIC DEVELOPMENT DEPARTMENT

6. End Notes

[i] 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

[ii] 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/

[iii] 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/

[iv] 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.

[v] The San Joaquin Community Response to Homelessness, San Joaquin County Strategic Plan, Impact Report 2020-2021. April 2022. Retrieved from: http://www.sanjoaquincoc.org/wp-content/uploads/2022/04/SJCoC-Strategic-Plan-Impact-Report-2020-2021.pdf

[vi] 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.bcsh.ca.gov/calich/hhap_program.html

16.2 22-1036 CONVENE A PUBLIC HEARING AND ADOPT BY MOTION TO APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDING FROM THE CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS (CAL ICH) FOR ROUND FOUR OF THE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP) GRANT PROGRAM

Legislation Text

Attachment A - Stockton Homeless Action Plan

PPT - 16.2 - HHAP Grant Program

Approve **Motion 2022-11-15-1602**

1. Convening a public hearing to review the City's HHAP Round 4 Funding Application strategies, including an analysis of homeless demographics, needs, assets, and recommended outcome goals

2. Approving the updated City of Stockton Homeless Action Plan

3. Authorizing staff to apply for, accept and appropriate Round 4 of the Homeless Housing, Assistance and Prevention Grant (HHAP 4) grant funds

4. Authorizing the City Manager, or designee, to enter a Standard Agreement for HHAP 4 funds with all its exhibits or other necessary documents consistent with the motion; and authorize the City Manager to approve consultant contracts that exceed the Stockton Municipal Code Section 3.68.060 spending limits to carry out administrative portions of the grant where necessary, and,

5. Authorizing the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Moved by: Sol Jobrack, seconded by Paul Canepa.

Vote: Motion carried 6-0

Yes: Sol Jobrack, Susan Lenz, Kevin J Lincoln II, Kimberly Warmsley, Daniel Wright, and Paul Canepa.
Absent: Christina Fugazi .

HHAP Funding Recommendation Project Descriptions

Organization and Project Name		Purpose of Funding Amount Request	
Children's Home of Stockton Catalyst Project		Expanding housing by an additional 6 beds.	
Target Population	**# of Units**	**# to be served**	**Timeline**
Transitional Aged Youth	6	24	2025 - 2027

Organization and Project Name		Purpose of Funding Request	
Lutheran Support Services Project HOPE		Delivery of Interim Housing.	
Target Population	**# of Units**	**# to be served**	**Timeline**
Transitional Age Youth	12	18	2025 - 2027

Organization and Project Name		Purpose of Funding Request	
PREVAIL PROPEL Youth Shelter Program		Operations of Safe and Opportunity House, emergency sheltering for youth.	
Target Population	**# of Units**	**# to be served**	**Timeline**
12 yr – 24 yr	14	114	2025 - 2027

Organization and Project Name		Purpose of Funding Request	
St. Mary's Community Services Pathways Neighborhood		Operations of a low-barrier shelter.	
Target Population	**# of Units**	**# to be served**	**Timeline**
Encampment residents	160	777	2025 - 2027

Organization and Project Name		Purpose of Funding Request	
Housing Authority County of San Joaquin Harding Way Apartments		Operations of Permanent Supportive Housing	
Target Population	**# of Units**	**# to be served**	**Timeline**
Mental Health clients and indv. facing homelessness & substance abuse	33	33	2025 - 2027

REGIONAL GOALS

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

Develop a fully coordinated and transparent system that can help obtain greater funding, identify shared priorities, and establish a formal coordinated entry system to identify, assess, and connect individuals to housing and services.

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Systems.

Engage unsheltered individuals, provide safe places to stay at night, and connect people to public benefits, services, and housing opportunities.

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

Invest in the creation, rehabilitation, and expansion of affordable housing options; and provide the support and tools necessary for people to maintain their housing and optimize their self-sufficiency successfully.

The Regional Goals were established in the **Regional Homeless Action Plan**, with San Joaquin County, the City of Stockton, and the San Joaquin Continuum of Care (SJCoC), working jointly to promote the coordinated and impactful delivery of homelessness supports and services across the full continuum of care. Through this Action Plan, the three partners commit to a coordinated regional approach to making homelessness rare, brief, and non-recurring.

The plan's purpose is to lay out how the region will build, deploy, sustain, and strengthen actions across the full array of homelessness programs and resources, leveraging federal, state, and local investments. It builds upon and continues the vision and legacy of the community's first strategic plan, A Community Response to Ending Homelessness. Five years later, it is time to update and advance our regional efforts and chart a continued path forward. We invite other local jurisdictions and community partners to join us.

Jointly, partners recognize the need for, and are committed to, fostering collaboration to further:

- A formal coordinated system that functions throughout the region,
- A focus on solutions that can be measured and impactful, and
- Significant investment in housing-focused services that increase successful transitions to long-term permanent housing.

The Action Plan is guided by the following vision statement, as developed through the 2019 community planning process:

We envision a future in which homelessness in San Joaquin County will be rare, brief, and nonrecurring, supported by a robust homeless crisis response system. People experiencing homelessness will be empowered through a responsive, nimble, housing focused system that provides effective, supportive, and humane services and housing, efficiently leveraging public and private resources.

This plan articulates regional actions to promote this vision, which are intended to:

- Increase coordination, strengthen cross-system partnerships, and improve the quality and use of data;
- Maximize the effective use of resources to support improved implementation and outcomes at every point along the continuum of care;
- Address disparities that underlie inequitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders, and other sub-populations disproportionately impacted by homelessness; and
- Expand access to housing and supports delivered in a low-barrier, trauma-informed, and culturally responsive manner.

HHAP Funding and Expenditure Timelines

The City of Stockton's current HHAP allocations total to $30,757,176 :

HHAP 1	HHAP 2	HHAP 3	HHAP 4	HHAP 5
Amount Received				
$6,460,265.43	3,053,944.00	$7,893,269.00	$6,196,518.22	$7,153,178
Obligation Deadline				
05/31/2023	05/31/2023	05/31/2024	05/31/2025	06/30/2026
Required Amount to Obligate				
50 % $3,230,132.72	50 % $1,526,972.00	50 % $3,946,634.88	75% of 1st disb. $2,323,701.83	75% of 1st disb. $4,027,005.24
Amount Currently Obligated				
$6,249,194.72	$3,053,944.00	$7,394,192.33	$4,383,978.39	$500,722.52
Required Obligation Met				
Yes	Yes	Yes	Yes	On track
Full Expenditure Deadline				
6/30/2025	6/30/2026	6/30/2026	6/30/2027	06/30/2028
To Date Remaining Amount to Obligate				
0	0	$499,077.43	$1,812,539.93	$6,652,456.35

* Figures are based on April 2025 Monthly Report to HCS

The City has met HHAP Rounds 1 through 4 obligation requirements and is on target to meet Round 5 as well. Expenditure requirements are on target as well for all rounds. A portion of Round 3 funds have been contracted to provide low-barrier shelter operations with St. Mary's Community Services, and about half of Round 3 and Round 4 funds were obligated from permanent housing funding, including the Youth Set-Aside requirement. Those projects are Calaveras Quarters and Satellite Apartments, contracted through the Delta Community Development Corp.

The Regional HHAP 5 award announcement came in the fall of 2024. The contract arrived at the end of December 2024 and was fully executed in January 2025. The City's funding allocation for HHAP 5 is $7,153,178.87 and is based on HUD certification of the 2023 Point in Time Count findings for all jurisdictions. The City received at the end of February the initial disbursement of HHAP 5 in the amount of $4,027,005.24. Obligation and expenditure requirements for each Round of HHAP, as shown below.

Resolution No.

STOCKTON CITY COUNCIL

ADOPT A RESOLUTION TO ALLOCATE GRANT FUNDING FROM THE HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM TO PERMANENT AND INTERIM HOUSING PROJECTS AND APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDING FROM HHAP ROUND 6

The State's Homeless Housing, Assistance and Prevention Program (HHAP) funds are designed to support regionally coordinated efforts between the County, Continuum of Care (CoC), and the City to expand and develop local capacity to address immediate homelessness challenges throughout the state. HHAP funds are focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families maintain their permanent housing; and

HHAP grants are formula-based; however, the City is still required to apply for funds. Approval of this recommendation will position the City to apply for funds just made available in March through the NOFA application. In February, staff received notification that the possible award amount for HHAP 6 could be $11,531,786.79. The application is due in August and must be applied for in conjunction with San Joaquin County; now, therefore,

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

1. Approve and allocate the following HHAP Rounds 3 and 4 recommendations for funding in the total of $3.4 million, which includes the following 5 projects:

- $409,010 to Children’s Home of Stockton for the Catalyst Project.
- $409,010 to Lutheran Social Services of Stockton for Project Hope.
- $409,010 to PREVAIL of Stockton for the Propel Project.
- $1,244,210to St. Mary’s Community Services of Stockton for Pathways Neighborhood.
- $1,415,440 to Delta Community Developers Corp. for Harding Way Apartments.

2. Authorize staff to apply for, accept, and appropriate grant funding for Round 6 of the Homeless Housing, Assistance and Prevention Grant Program.

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3. The City Manager, or designee, is authorized to take such other actions as are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

File #: 25-0719, **Version:** 1

AUTHORIZE A COOPERATIVE PURCHASING AGREEMENT WITH BENCHMARK SOLUTIONS LLC FOR PREDICTIVE ANALYTICS SERVICES

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code 3.68.070 in support of an exception to the competitive bidding process.

2. Authorize the City Manager to enter into a Cooperative Purchasing Agreement with Benchmark Solutions LLC (Attachment A - PRISM MSA), for an annual not-to-exceed amount of $120,960.

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

Summary

Risk Pools are Joint Powers Authorities (JPA) formed by public entities to pool their funds, obtain Excess (Stop Loss) coverage for members, and jointly implement programs, build facilities, or deliver services. On June 18, 2025, PRISM's GL2 Committee voted to accept the City to participate in their GL2 program. A condition of the City's participation in the program was that the City implement Benchmark Analytics, within ninety (90) days of becoming a member, or no later than September 29, 2025. Benchmark provides real-time analytics allowing command staff to proactively identify agency and officer-level risk patterns before adverse events happen. The technology recommends and tracks support strategies that change officer behavior as well as facilitate custom wellness planning to improve health and well-being. Benchmark automates and centralizes agency operations while enabling command staff to elevate performance, trust, and transparency. Staff have been working with the Benchmark analytics team to meet the implementation deadline.

DISCUSSION

Background

Between 2018 and 2022, the City sustained multiple severe losses that required its excess general liability carrier, California Joint Powers Risk Management Authority (CJPRMA), to pay out more than the City had paid in premiums each year. The City's Police Department (PD) was identified as having most of those losses. The CJPRMA Board of Directors voted to expel the City from their Risk Pool effective June 30, 2025. On June 18, 2025, PRISM's GL2 Committee voted to accept the City. As a condition of acceptance, PRISM required the City to implement the early intervention software

system, Benchmark Analytics. Benchmark Analytics provides analytics allowing agencies to proactively identify officer risk patterns before adverse events occur, improving overall agency-level and officer-level performance.

Present Situation

On June 18, 2025, PRISM's GL2 Committee voted to accept the City to participate in their GL2 program. One of the conditions of acceptance in the program was for the City to implement the early intervention software system, Benchmark Analytics, by September 29, 2025. PD, the City's Information Technology Department, and the Benchmark Analytics team plan to integrate the new system with PD's existing systems.

Findings

Stockton Municipal Code Section 3.68.070(A)(5) provides an exception to the competitive bidding process for contracts over one-hundred thousand dollars ($100,000) where the City Council adopts findings which justify and support the exception. The following findings justify and support an exception:

1. Cooperative agreements qualify as an exception to the City's competitive bidding process as outlined in City Municipal Code §3.68.070(A)(5) and City Policy 17.05.050, specifically: "Cooperative purchasing agreements authorized by the City Council for purchase of supplies or services through other governmental jurisdictions or public agencies."

2. A cooperative purchasing agreement enables the City to utilize the terms and conditions of a competitively solicited and negotiated cooperative purchasing agreement.

3. A cooperative agreement with PRISM will meet the City's procurement and business needs by providing continuity of service in a bigger risk pool.

4. A JPA is a formal, legal agreement between two (2) or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services. Officials from those public agencies formally approve a cooperative arrangement to jointly negotiate these services and other programs.

5. The use of cooperative contracts improves time, efficiency, and enables the City to acquire products of equal or superior quality, along with value-added services, at competitive consortium-negotiated pricing.

FINANCIAL SUMMARY

There is sufficient funding in the General Liability Internal Service Fund (GL ISF) Account No. 2530-000-630015-520-000 to authorize a COOP with Benchmark Solutions LLC, in the amount of $120,960. Future funding will be allocated through the Police Department's annual budgeting process.

Attachment A - PRISM MSA

Exhibit C

BENCHMARK BLUEPRINT WORK ORDER

Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark") 1801 West Warner Avenue Suite 301 Chicago, IL 60613	**This Work Order is not valid until accepted and signed by an authorized representative of Benchmark.** **Subscription Start Date: 07/01/2025** **Subscription End Date: 06/30/2026**
PRISM Member Information	
PRISM Member: Stockton Police Department Address: 22 E Market St Stockton, California 95202 United States	Contact: Nathan Birtwhistle (Risk Manager) Telephone: 209-937-8729 Email: nathan.birtwhistle@stocktonca.gov Contact: Chief Stanley McFadden Telephone: 209-937-8377 Email: stanley.mcfadden@stocktonca.gov

Scope of Services:

Benchmark shall deploy to the PRISM Member, its Benchmark Blueprint software and analytic service modules as indicated below, collectively "Services".

☒ Benchmark Management System® (BMS) (25% of License Fee)

- ☒ System Configuration Up to 10 Rank-Based Roles
- ☒ Use of Force Module
- ☒ Reporting Module
- ☒ Community Involvement Module
- ☒ Officer Profile Module
- ☒ Internal Affairs Module
- ☒ Performance Management Module
- ☒ Training Management Module

☒ First Sign® Early Intervention System (25% of License Fee)

☐ First Sign® Precision Wellness System

☒ Case Action Response Engine® (C.A.R.E.)

☒ iMPACT® Evidence-based Practice Review (50% of License Fee)

☒ Program Management including unlimited virtual support. Additional onsite work related to this contract will be quoted as a flat per diem rate plus actual travel expenses, subject to written pre-approval by the PRISM Member.

Benchmark Blueprint Subscription Pricing

Product Item	Price
1. Annual License - Benchmark Blueprint (250+ sworn officers) - Scope of Services as Indicated Above	$151,200
PRISM Partner Discount	(20%)
2. PRISM Member Annual License	$120,960
5. PRISM Member Year 1 Invoice	$120,960

Term. The PRISM Member Year 1 Term begins on the Work Order Effective Date and continues until the Work Order Subscription End Date. Work Orders will automatically renew for subsequent one-year periods, subject to price increase of 5% based on the PRISM Member Annual License Price, unless cancelation notification is provided in writing by the PRISM Member prior to the renewal date.

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

PRISM Member: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature:
Name: Steven Brewer
Title: Partner
Date: 6/20/2025

PRISM Master Agreement for Benchmark Analytics Services

This PRISM Agreement (the "Agreement") is by and between Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark"), and the undersigned client Public Risk Innovation, Solutions, and Management ("PRISM"), a risk sharing pool of California public agencies located at 75 Iron Point Circle, Suite 200, Folsom, CA 9563 and its participating individual entity members, its members that are pools including all of the pool's members, and all participants of PRISM through Controlled Unaffiliated Business (CUB) agreements (Hereinafter referred to collectively as "PRISM Member(s)"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services"). This Agreement shall be effective beginning **March 15, 2024,** and shall expire **March 14, 2029.** The Agreement may be renewed thereafter on such terms as mutually agreed upon by the aforementioned parties.

1. Services. Benchmark shall provide the following:

1.1 Access. This Agreement is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow PRISM Members access to Benchmark solutions.

a. Competition. Any PRISM Member that is a client of Benchmark prior to the effective date of this Master Agreement may choose to continue to utilize or purchase services directly from Benchmark or may elect to obtain services under the "Access" paragraph of this agreement upon expiration of the PRISM Member's contract with Benchmark. Benchmark may contract directly to provide similar services to any current or former PRISM Member that has received services under this Agreement or any subsequent agreement between Benchmark and PRISM. During the term of this agreement, Benchmark agrees to encourage PRISM Member utilization under this agreement.

b. Obligation. This Agreement creates no obligation or expectation that any work will result from this agreement. Benchmark's specific services are defined in Exhibit A, and are available to PRISM Members on as as-needed basis. PRISM Members are responsible for initiating and requesting any work of Benchmark by completing a Work Order provided in Exhibit C.

1.2. Benchmark will appoint an Account Manager to support and assist PRISM Members. Representatives from Benchmark and PRISM will meet quarterly to discuss PRISM Member support items, service utilization and any other necessary items related to providing the Service.

1.3. Independent Contractor. It is agreed that Benchmark is an independent contractor and any Benchmark employee working with PRISM shall not be deemed an agent or employee of PRISM.

2. Future Service Offerings.

PRISM agrees it is only entitled to the services listed in Exhibit A of this Agreement. Any updates and/or enhancements to services outlined in Exhibit A and offered broadly to other Benchmark customers at no additional charge will be included at no additional charge to PRISM and PRISM members.

3. Fees and Payments.

3.1. Payments. PRISM Members will be financially responsible and billed directly for services ordered on applicable Work Orders. Benchmark will bill the PRISM Member for service(s) rendered on an annual basis

and in accordance with the fee schedule in Exhibit A attached to this Agreement. Payments will be due within thirty (30) days of receipt of an invoice from Benchmark.

3.2. Benchmark will provide "Most Favored Nation Pricing" to PRISM Members during the course of this agreement. Most Favored Nation Pricing shall mean that if Benchmark contractually offers Benchmark Blueprint Services at a Net Discounted Price (defined as 3-year average Annual License price after application of any discounts) below the Annual Discounted License Pricing in this Agreement to any entity in the United States contracting outside of this agreement, Benchmark will adjust the Annual Discounted License Pricing to PRISM Members to be 5% lower than the Net Discounted Price contracted with the external entity.

3.3 All proposed changes to pricing contained within Exhibit A shall be communicated to PRISM in writing and shall not go into effect until execution of an amendment to this Agreement.

4. Intellectual Property Rights.

4.1. PRISM acknowledges that Benchmark alone (and its licensors, where applicable) shall own all rights, title and interest in and to Benchmark's technology and the Services provided by Benchmark, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by PRISM, and this Agreement does not convey to PRISM any rights of ownership to the same. The Benchmark name and logo are trademarks of Benchmark, and no right or license is granted to PRISM to use them unless given expressly by Benchmark.

4.2. PRISM hereby authorizes Benchmark to use PRISM's name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. Notwithstanding the foregoing, Benchmark acknowledges that PRISM alone shall own all rights, title and interest in and to PRISM's name, trademarks, or logos, and this Agreement does not convey to Benchmark any rights of ownership to the same.

4.3. Except as provisioned in Exhibit A, items 1.4 "Intellectual Property" and 1.5 "Aggregate Statistics", PRISM or PRISM Members shall be the owner of all data collected for all services owned by Benchmark, whether or not performance under this Agreement is completed or terminated prior to completion. Benchmark shall not release any materials under this section except after prior approval of PRISM or as required by this agreement or by law.

4.4. Except as provisioned in Exhibit A, items 1.4 "Intellectual Property" and 1.5 "Aggregate Statistics", Benchmark and its Third-Party Vendor(s) agree that they will use the information/data exclusively to support PRISM and participating PRISM Members and that the information/data will not be used for any other purposes, including, but not limited to, merging the information/data with that of any other entity, or merging the information/data into any other database except as disclosed.

4.5. Disclosure of Information. Benchmark and its Third Party Vendor(s) shall not disclose or appropriate for its own use, or for the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information, whether or not developed by Benchmark, including, but not limited to information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Benchmark's performance of this Agreement, or as required by a government authority. Should any employees, officers or principles of Benchmark or its

Third-Party Vendor(s) disclose any confidential information, Benchmark will immediately notify PRISM and the impacted PRISM Member(s) of the nature and extent of any such disclosure.

5. Termination.

Cancellation with Cause. This Agreement may be terminated by either party (the "Terminating Party") with fifteen (15) days prior written notice in the event that the other party (the "Breaching Party") breaches any material term or condition of the Agreement; provided, however, that such notice must have first identified the nature and scope of the claimed breach, affording an opportunity to the Breaching Party to cure the breach, and the Breaching Party must have failed to cure the breach within ten (10) days of receiving such notice.

Cancellation without Cause. This Agreement may be terminated by either party, in advance of expiration, for no reason or for any reason, other than for material breach of its terms or conditions, (collectively, "without cause"), by the Terminating Party giving the other party at least sixty (60) days written notice prior to the effective date of cancellation. If PRISM cancels without cause, Benchmark will cease rendering any included services on the effective date of cancellation. If Benchmark cancels without cause, Benchmark will continue, if PRISM desires, to perform included services for all assignments remaining open up to the effective date of cancellation.

Upon termination of this Agreement and upon request, Benchmark shall provide all historical related data and records it has stored as part of the Services to PRISM Members in a mutually agreed upon format within forty-five (45) days of the request.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Indemnification. To the extent permitted by California law, Benchmark shall hold harmless, defend and indemnify PRISM and its officers, officials, PRISM Members, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, attorneys' fees and costs and fees of litigation) of every nature based upon the gross negligence or intentional wrongdoing by Benchmark during its performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of PRISM.

7.2. No Assignment & Amendments. Either party may assign or delegate, all or part of its rights or obligations pursuant to this Agreement with at least thirty (30) days prior written consent to the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Upon such notice, the other party may, at its sole discretion cancel for convenience with thirty (30) days notice.

7.3. Governing Law. This Agreement shall be governed by and enforced in accordance with, the laws of the state of California. Any civil action or legal proceeding arising out of or relating to this Agreement or its provisions shall be filed in the County of Sacramento, if in State Court, or in the Eastern District of California, if in Federal Court.

7.4. Arbitration. If a dispute arises between PRISM and Benchmark out of or relates to this Agreement, or the breach thereof, the parties endeavor to resolve the dispute by cooperative mutual agreement. If there is a dispute, the disputing party shall notify the other party within sixty (60) days of the dispute. The parties shall agree on a date, time and location to attempt to resolve the dispute. Should the dispute not be resolved to the satisfaction of the parties they shall, within sixty (60) days thereafter notify JAMS/Endispute ("JAMS") and proceed to arbitrate the dispute. Any controversy, claim or dispute arising out of or relating to this Agreement, that cannot be resolved by the parties shall be settled solely and exclusively by binding arbitration in Sacramento, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will equally share the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DETERMINED TO BE INNAPLICABLE, THEN EACH PARTY MAY PURSUE REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL RIGHTS TO TRIAL BY JURY AS TO ANY ISSUE RELATING TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR CLAIM OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO in accordance with Paragraph 7.3 of this Agreement.

7.5. Force Majeure. Benchmark shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

7.6. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.8. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between Benchmark and PRISM, and supersede all other negotiations, proposals, understandings and representations (written or oral) made by and between Benchmark and PRISM.

7.9. Conflict of Interest. Benchmark agrees that Benchmark presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations.

7.10. Periodic Reporting. Benchmark shall provide or make available to PRISM statistics, in a format acceptable to PRISM, that represent the agency name of each PRISM Member utilizing the service. This information shall be provided on a monthly basis and at any other time requested by PRISM within five (5) business days of the request.

7.11. Notices. Any notice required to be given to Benchmark shall be deemed to be duly and properly given if mailed to Benchmark, postage prepaid, and sent to the address below or personally delivered to Benchmark at such address or at such other addresses as Benchmark may designate in writing to PRISM; or via email to such addresses as Benchmark may designate below:

Benchmark Solutions LLC DBA Benchmark Analytics LLC
1801 West Warner Avenue, Suite 301
Chicago, IL 60613
Attn: Steven Brewer, Partner
Email: steven.brewer@benchmarkanalytics.com

Any notice required to be given PRISM shall be deemed to be duly and properly given if mailed to PRISM, postage prepaid, and sent to the address below or personally delivered to PRISM at such address or at such other addresses as PRISM may designate in writing to Benchmark; or via email to such addresses as PRISM may designate below:

Public Risk Innovations, Solutions, and Management
75 Iron Point Circle, Suite 200
Folsom, CA 95630
Attn: Charles Williams, Director of Risk Control
Email: cwilliams@prismrisk.gov

7.12. Service Providers' Bill of Rights. PRISM hereby agrees to abide by the Pool Service Providers' Bill of Rights as approved by the PRISM Board of Directors on June 1, 2007, and attached hereto as Exhibit B.

8.0 Insurance Requirements

Benchmark shall procure the following required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to PRISM prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and, except for the Professional Liability Insurance, shall name PRISM as an additional named insured. Failure to comply with the insurance requirements shall place Benchmark in default. Upon request by PRISM, Benchmark shall provide copies of any insurance policies to PRISM within ten (10) working days. PRISM may periodically review the minimum limits of Benchmark's policies for the required insurance coverage. In the event of a change in the minimum limits, Benchmark shall inform PRISM of such change by giving written notice to PRISM no less than sixty (60) days prior to the effective date of such change. Benchmark shall provide (30) days written notice to PRISM in the event that coverage be substantially changed, canceled or non-renewed.

a. Commercial General Liability (CGL): Insurance Services Office 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.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

d. Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If Benchmark maintains broader coverage and/or higher limits than the minimums shown above, PRISM requires and shall be entitled to the broader coverage and/or higher limits maintained by Benchmark. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PRISM.

8.1. Primary Coverage. For any claims related to this contract, Benchmark's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects PRISM, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by PRISM, its officers, officials, employees, agents or volunteers shall be excess of Benchmark's insurance and shall not contribute with it.

8.2. Additional Insured Status. PRISM, its officers, officials, employees, PRISM Members, agents 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 Benchmark 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 Benchmark's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

8.3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PRISM.

8.4. Waiver of Subrogation. Benchmark hereby grants to PRISM a waiver of any right to subrogation which any insurer Benchmark may acquire against PRISM by virtue of the payment of any loss under such insurance. Benchmark agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not PRISM has received a waiver of subrogation endorsement from the insurer.

8.5. Self-Insured Retentions. Self-insured retentions, if any, must be declared to and approved by PRISM. PRISM may require the Consultant to 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 PRISM.

8.6. 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 PRISM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

For Public Risk Innovations, Solutions, and Management ("PRISM")

Charles Williams

Name: Charles Williams
Title: Director of Risk Control
Date: March 26, 2024

For Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark")

Name: Steven Brewer
Title: Partner
Date: March 22, 2024

Exhibit A

STATEMENT OF WORK

DESCRIPTION OF SERVICES

Benchmark shall deploy to the PRISM Member, its Benchmark Blueprint software and analytic service modules as indicated in the Access and Use section below, collectively "Services".

- Benchmark Management System® (BMS) (25% of License Fee)
  - System Configuration Up to 10 Rank-Based Roles
  - Officer Profile Module
  - Use of Force Module
  - Internal Affairs Module
  - Reporting Module
  - Performance Management Module
  - Community Involvement Module
  - Training Management Module
- First Sign® Early Intervention System (25% of License Fee)
- Case Action Response Engine® (C.A.R.E.)
- iMPACT® Evidence-based Practice Review (50% of License Fee)
- Program Management including unlimited virtual support. Additional onsite work related to this contract will be quoted as a flat per diem rate plus actual travel expenses, subject to written pre-approval by the PRISM Member.

PRICE LIST

Services Pricing

Agency Size (# Sworn Officers)	Annual Base License	Annual Discounted License (20% PRISM Partner Discount)
Less than 50	$25,000	$20,000
51 - 75	$35,000	$28,000
76 - 100	$50,000	$40,000
101-150	$75,000	$60,000
151 - 250	$100,000	$80,000
251+	* Scope & Quote not to exceed $450 per Sworn Officer	* Scope & Quote not to exceed $360 per Sworn Officer

The PRISM Member shall pay Benchmark annual subscription fees ("Fees"), based on the Services Pricing table above, for the Term. Fees are subject to an annual increase up to 5% in each subsequent year. The PRISM Member shall pay Fees for year 1 of the Term within 30 days from the Subscription Start Date set forth above (the "Effective Date") and shall pay Fees for each subsequent year after the Term within 30 days of the Effective Date anniversary. The annual subscription fee is subject to sales and use taxes; taxes will be charged unless a tax exemption form is provided.

Additional Terms:

1.1. Access and Use. Subject to and conditioned on the PRISM Member's payment of Fees and compliance with all other terms and conditions of this Statement of Work and associated Master Agreement, Benchmark hereby grants the PRISM Member a non-exclusive, non-transferable right to access and use the Services indicated below, during the Term, solely for use by the PRISM Member's administrators, employees and other PRISM Member-authorized persons or entities ("Users") in accordance with the terms and conditions herein and any additional terms applicable to Users. Such use is limited to the PRISM Member's internal use. Benchmark shall provide to the PRISM Member the necessary passwords, security codes and network links or connections to allow the PRISM Member to access the Services ("Access Credentials").

1.2. Term. The PRISM Member Term begins on the Work Order Effective Date and continues until the Work Order Subscription End Date. Work Orders will automatically renew for subsequent one-year periods, subject to price increases noted in item I above, unless cancelation notification is provided in writing by the PRISM Member prior to the renewal date.

1.3. Restrictions.

a) The PRISM Member may only use the Services strictly in accordance with (1) all applicable laws, including without limitation, employment laws and data privacy and security laws, (2) the supporting materials ("User Materials") provided by Benchmark, and (3) any other restrictions and requirements set forth herein. The PRISM Member agrees that while the Services and the reports generated for the PRISM Member ("PRISM Member Reports") may be used by the PRISM Member in employment-related matters, they are not designed to be, nor shall they be, utilized as the substantial or sole factor in any employment-related decisions and are only designed to provide information to the PRISM Member. Benchmark shall not be responsible for the PRISM Member's or its Users' use of the Services or any the PRISM Member Reports generated by the Service. All employment-related decisions of the PRISM Member, including without limitation the termination or discipline of any employee of the PRISM Member, and the PRISM Member's use of the Services, is at the sole discretion and responsibility of the PRISM Member, and Benchmark shall have no responsibility whatsoever for any such decisions. In no event shall Benchmark be required to monitor or supervise the use of the Services by the PRISM Member or any Users and compliance with the terms of this Statement of Work by all authorized users shall at all times be and remain the PRISM Member's sole responsibility.

b) The PRISM Member shall not use the Services for any purposes beyond the scope of the access granted in this Statement of Work. The PRISM Member shall not at any time, directly or indirectly, permit any Users or any third-party to: (i) copy, modify, or create derivative works of the Services or User Materials, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or User Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or User Materials, misappropriates, or otherwise violates any intellectual property (IP) right or other right of any person, or that violates any applicable law; or (vi) use the Services or User Materials for the purpose of creating any competing or similar service or software.

1.4. Intellectual Property

a) Benchmark acknowledges that, as between Benchmark and PRISM, the PRISM Member owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of PRISM Member or a User through the Services ("PRISM Member Data"). PRISM and its Member hereby grant to Benchmark (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the PRISM Member's Data and perform all acts with respect to the PRISM Member's Data as may be necessary for Benchmark to provide the Services to the PRISM Member; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use, prepare derivative works from, and display the PRISM Member's Data (a) to evaluate, enhance and improve the Services and future products and services (subject to the confidentiality obligations in Section 1.8); (b) for Research Purposes; and (c) to the extent incorporated within the Aggregated Statistics. "Research Purposes" means the use of the PRISM Member's Data for research, educational or evaluative purposes including purposes of identifying best practices and improving outcomes as related to public safety and law enforcement; provided that if such PRISM Member Data is disclosed to a third-party, it shall not directly identify any individual or agency and shall comply with applicable confidentiality obligations and shall be subject to the provisions of Section 1.5(b) below.

b) PRISM acknowledges that, as between PRISM and Benchmark, Benchmark and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, the User Materials, and any and all intellectual property provided to PRISM or its Member or any User in connection with the foregoing, including, without limitation, Aggregated Statistics and any information, data, or other content derived from Benchmark's monitoring of the PRISM Member's access to or use of the Services ("Benchmark IP"). For the avoidance of doubt, Benchmark IP excludes PRISM Member Data.

1.5. Aggregate Statistics.

a) Notwithstanding anything to the contrary in this Statement of Work, Benchmark may monitor the PRISM Member's use of the Services and collect and compile data and information related to the PRISM Member's use of the Services that is used by Benchmark in an aggregate and anonymized manner, including, but not limited to, compilation of statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Benchmark and PRISM, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Benchmark. PRISM and its Member acknowledge that Benchmark may compile Aggregated Statistics based on PRISM Member Data input into the Services; provided, that such Aggregated Statistics do not identify the PRISM Member or the PRISM Member's Confidential Information.

b) PRISM and the PRISM Member acknowledge that Benchmark engages with various research and academic institutions ("Research Institutions") both through its work with the National Police Early Intervention and Outcomes Consortium (the "Consortium") and otherwise, for Research Purposes. Notwithstanding anything to the contrary in this Statement of Work, PRISM hereby acknowledges and consents to Benchmark's sharing of anonymized PRISM Member Data with Research Institutions and/or the Consortium; provided that such shared PRISM Member Data shall (i) be anonymized, (ii) not identify PRISM or the PRISM Member's

Confidential Information, and; provided, further, that any recipient Research Institution and/or the Consortium shall be subject to confidentiality requirements. PRISM shall not hold Benchmark liable under, or in connection with, any of the activities described in Section 1.4 or this Section 1.5 under any legal or equitable theory for damages related to or arising from this Statement of Work.

1.6. Support Services. Benchmark shall provide a customer support number for the PRISM Member. The customer support line may be accessed through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays. In the event of a system wide outage, the PRISM Member shall be provided with a 24-hour hotline for immediate response.

1.7. PRISM Member's Obligations.

a) The PRISM Member is responsible and liable for all uses of the Services and User Materials resulting from access provided by the PRISM Member, directly or indirectly, whether such access or use is permitted by or in violation of this Statement of Work. Without limiting the generality of the foregoing, the PRISM Member is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Statement of Work if taken by the PRISM Member will be deemed a breach of this Statement of Work by the PRISM Member. The PRISM Member shall make all Users aware of this Statement of Work's provisions as applicable to such User's use of the Services, and shall cause Users to comply with all such provisions.

b) The PRISM Member understands and agrees that (i) the PRISM Member is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (ii) that Benchmark is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited, to the Internet.

c) The PRISM Member shall be responsible for: (i) securely administering the distribution and use of all Access Credentials and protection against any unauthorized access to or use of the Services; and (ii) controlling the content and use of PRISM Member Data, including the uploading or other provision of PRISM Member Data to or through the Services and the accuracy thereof. The PRISM Member shall immediately notify Benchmark if the PRISM Member becomes aware of any loss or theft or unauthorized use of any Access Credentials.

d) The PRISM Member shall immediately notify Benchmark if it becomes aware that the Services, or the PRISM Member's use of the Services, violates or potentially violates any applicable laws.

e) The PRISM Member is solely responsible for maintaining the confidentiality of the PRISM Member's user name(s) and password(s).

f) The PRISM Member is responsible to ensure that its use of the Service will not introduce, install or inject any malware (e.g., virus, timer, clock, counter, time lock, time bomb, Trojan horse, worm, file infector, boot sector infector, or other limiting design, instruction, or routine) into Benchmark's network, hardware or software. The PRISM Member will immediately notify

Benchmark, and in any event within three (3) days, after it becomes aware of a breach of this Section 7(f) and in such event (or upon any independent discovery by Benchmark of malware originating from the PRISM Member), Benchmark may restrict or deny access to the Services pending resolution of the malware threat.

1.8. Mutual Obligations. "Confidential Information" means any information that includes the following: (a) for Benchmark, all information relating to its business affairs, products, technology (including, but not limited to, source code, research and/or analytics), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information; and (b) for the PRISM Member, the identities of its Users, records of interactions with the Users, and PRISM Member Data (including, but not limited to, information regarding the PRISM Member's employees). Neither Benchmark nor the PRISM Member shall disclose any Confidential Information of the other party to any person or entity, except to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Statement of Work, and who are bound by confidentiality obligations consistent with the terms of this Section, and except to the extent otherwise permitted by the licenses granted in Sections 1.5. The receiving party shall be responsible and liable for compliance with this Section by its employees and contractors. "Confidential Information" does not include any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) becomes available on a non-confidential basis from a third-party that is not bound by confidentiality; or (iv) is known to the receiving party at the time of disclosure. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Statement of Work; provided, that the party required to disclose it (a) promptly, and prior to such disclosure, notifies the other party so that it can seek a protective order or other remedy, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.

1.9. Indemnification. Benchmark shall indemnify, defend, and hold harmless PRISM and the PRISM Member from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by PRISM or the PRISM Member resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Statement of Work, infringes or misappropriates such third-party's valid U.S. patent or copyright, provided that PRISM promptly notifies Benchmark in writing of the claim, cooperates with Benchmark, and allows Benchmark sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, PRISM and the PRISM Member agree to permit Benchmark, at Benchmark's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for the PRISM Member to continue use. This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, or technology not provided by Benchmark or authorized by Benchmark in writing; (ii) modifications to the Services not made by Benchmark; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to the PRISM Member by or on behalf of Benchmark; or (iv) PRISM Member Data or any other PRISM Member materials. THIS SECTION SETS FORTH PRISM and THE PRISM MEMBER'S SOLE REMEDIES AND BENCHMARK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

1.10. Limitation of Liability. IN NO EVENT WILL BENCHMARK'S LIABILITY ARISING OUT OF OR RELATED TO THIS STATEMENT OF WORK UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT,

TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED annual Fees from Section I above.

1.11. Termination.

a) Benchmark may terminate this Statement of Work immediately upon notice to PRISM in the event PRISM or the PRISM Member breaches its obligations under Section 1.3 above.

b) PRISM may terminate this Statement of Work immediately if its contractual relationship with the PRISM Member is canceled or no longer in force for any reason. In this case, PRISM will provide immediate notice to Benchmark and Benchmark will refund the PRISM Member on a pro-rata basis for any unused prepaid Subscription Fees.

c) Upon expiration or earlier termination of this Statement of Work, (i) the PRISM Member shall immediately discontinue use of the Benchmark IP and, without limiting PRISM's and the PRISM Member's obligations under Section 8, the PRISM Member shall delete, destroy, or return all copies of the Benchmark IP; and (ii) Benchmark may immediately deactivate the PRISM Member's account, and, after providing the PRISM Member with ninety (90) days limited access to the Services for the sole purpose of permitting the PRISM Member to retrieve PRISM Member Data, delete the PRISM Member's account and bar any further access to such information and the Services. PRISM understands and agrees that Benchmark is not liable to PRISM, the PRISM Member or any Users, or any third-party for any termination of the PRISM Member's access to the Services or deletion of PRISM Member Data or any other data of any kind.

d) This Section 1.11, and Sections 1.3, 1.4, 1.5, 1.8, 1.9, and 1.10 will survive any termination or expiration of this Statement of Work.

Exhibit B

POOL SERVICE PROVIDERS' BILL OF RIGHTS

Public Risk Innovations, Solutions, and Management (PRISM) recognizes its place as one of the premier organizations in the public entity pooling industry. We are constantly striving to achieve the goals of excellence in governance and management by conducting our official business with social responsibility that will encourage public trust.

PRISM has established standards that our business partners – pool service providers (PSP's) – should expect in serving PRISM and its members. The basic rights that PSP's should expect while providing services to PRISM, include the following:

1. PSP's should expect to be treated consistently with dignity, respect, and professionalism.

2. PSP's should not be expected to provide gifts, perks or other benefits to members of the Board of Directors or Committees, or staff members (or any person or organization associated with them) as a condition of doing business with the pool.

3. PSP's should expect fair and equitable treatment in the procurement process. Every competitive bidding process should be open, well defined and transparent. PRISM recognizes that there is a direct cost to the PSP in preparing every service proposal.

4. PSP's should expect to have a written service agreement with PRISM specifying all terms and conditions of the contractual relationship.

5. PSP's should only be expected to provide services contained within the scope of the service agreement.

6. PSP's should be paid in a timely manner for services rendered in accordance with the provisions of the service agreement.

Exhibit C

BENCHMARK BLUEPRINT WORK ORDER

Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark") 1801 West Warner Avenue Suite 301 Chicago, IL 60613	**This Work Order is not valid until accepted and signed by an authorized representative of Benchmark.** **Subscription Start Date: MM/DD/YYYY** **Subscription End Date: MM/DD/YYYY**
PRISM Member Information	
PRISM Member: _____ Address: _____ Number of Authorized Sworn Officers: _____	Contact: _____ Telephone: _____ Email: _____

Scope of Services: Benchmark Blueprint as defined in Exhibit A Statement of work to PRISM Master Agreement for Benchmark Analytics Services

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

PRISM Member: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature: _____
Name: Steven Brewer
Title: Partner
Date: _____

Resolution No.

STOCKTON CITY COUNCIL

APPROVE AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS AND ENTER INTO A MASTER AGREEMENT WITH BENCHMARK ANALYTICS SERVICES, VETTED BY PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ("PRISM"), A JOINT POWERS AUTHORITY (JPA)

Risk Pools are Joint Powers Authorities (JPA) formed by public entities to pool their funds, obtain Excess (Stop Loss) coverage for members, and jointly implement programs, build facilities, or deliver services; and

PRISM has vetted and negotiated the Master Agreement with Benchmark Analytics on behalf of its members; and

The City of Stockton is a member of PRISM (Authority); and

As a condition of the City's participation in PRISM's General Liability 2 (GL2) program, the City is required to implement Benchmark Analytics, a Law Enforcement Early Intervention System Software, within ninety (90) days of becoming a member or no later than September 29, 2025; and

Staff are prepared to integrate and implement the new Benchmark Analytics system with the City's Police Department's existing system; now, therefore,

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

1. The City Council approves the following findings, which justify and support an exception to the competitive bidding process pursuant to Stockton Municipal Code 3.68.070(A)(5), for cooperative purchasing agreements

    a. Cooperative agreements qualify as an exception to the City's competitive bidding process as outlined in City Municipal Code Section 3.68.070(A)(5) and City Policy 17.05.050, specifically: "Cooperative purchasing agreements authorized by the City Council for purchase of supplies or services through other governmental jurisdictions or public agencies."

    b. A cooperative purchasing agreement enables the City to utilize the terms and conditions of a competitively solicited and negotiated cooperative purchasing agreement.

    c. A cooperative agreement with PRISM will meet the City's procurement and business needs by providing continuity of service in a bigger risk pool.

    d. A JPA is a formal, legal agreement between two (2) or more public agencies that share a common power and want to jointly implement programs, build

facilities, or deliver services. Officials from those public agencies formally approve a cooperative arrangement to jointly negotiate these services and other programs.

e. The use of cooperative contracts improves time, efficiency, and enables the City to acquire products of equal or superior quality, along with value added services, at competitive consortium-negotiated pricing.

2. The City Council approves the City to enter into a master agreement with Benchmark Analytics Services.

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

PASSED, APPROVED, and ADOPTED July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

File #: 25-0683, **Version:** 1

APPROVE MOTION TO AMEND COOPERATIVE AGREEMENT WITH ROBERT HALF, INC.

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code 3.68.070 in support of an exception to the competitive bidding process.

2. Authorize City Manager to extend Cooperative/Piggyback Agreement, Contract No. 21-1160-6025, with Robert Half, Inc., to provide temporary support services, in the total not to exceed amount of $400,000.

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 motion.

Summary

The Human Resources Department (HR) is seeking to extend temporary support services provided by Robert Half, Inc. to address payroll issues within the City's Human Resources Information System (HRIS) Tyler MUNIS system. Staff is requesting an extension (Attachment A) to the existing contract (Attachment B) through December 31, 2026, for a total not to exceed amount of $400,000.

DISCUSSION

Background

On March 18, 2020, HR entered into a Cooperative/Piggyback Agreement with Robert Half, Inc. in the not to exceed amount of $100,000. This contract is for temporary support services to assist the HR and Administrative Services Department (ASD) with updating the HRIS within the Tyler MUNIS system to address payroll errors and keep departments operating optimally until permanent staffing can be found. The funds for this contract were budgeted out of the Enterprise Resource Planning (ERP) Fund Account, which is dedicated to expenses related to the Tyler MUNIS System.

Present Situation

Robert Half, Inc. is currently providing support and guidance to HR and ASD in aligning system functionalities that were previously built in Payroll, Time and Attendance, and Accounting with the City's policies and procedures and bargaining units' Memorandums of Understanding (MOUs).

Due to the number of corrections needed within the Tyler MUNIS ERP system and ongoing support needs, contracted services are required to help rectify system errors.

Currently, the City has reached the initial contract amount of $100,000 and is seeking Council authority to increase the contract amount by $300,000 for a total contract amount not to exceed $400,000.

This is a Cooperative/Piggyback Agreement between the City of Stockton and Robert Half, Inc., utilizing the City of Newport News, Virginia, Contract #21-1160-6025, for citywide temporary staffing. The Procurement Division of ASD has reviewed and confirmed that the City of Newport News contract was solicited and awarded to Robert Half, Inc. through an open and competitive process and meets the City of Stockton's procurement regulations as well as the criteria for an exception to the competitive bidding process.

Findings

Pursuant to Stockton Municipal Code Section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

1. Cooperative agreements qualify as an exception to the City's competitive bidding process as outlined in City Municipal Code §3.68.070(A)(5) and City Policy 17.05.050, specifically: "Cooperative purchasing agreements authorized by the City Council for purchase of supplies or services through other governmental jurisdictions or public agencies."

2. A Cooperative/Piggyback Agreement enables the City to utilize the terms and conditions of a competitively solicited and negotiated cooperative purchasing agreement.

3. The use of cooperative contracts improves time, efficiency, and enables the City to acquire products of equal or superior quality, along with value-added services.

Financial Summary

There is sufficient funding in the ERP Fund Account No. 3030-031-630001-510-511-00-30-000-000 to approve a contract with Robert Half, Inc., in the not to exceed amount of $400,000.

Attachment A - Amendment No. 1 to the Agreement with Robert Half, Inc.
Attachment B - Agreement with Robert Half, Inc.

Docusign Envelope ID: 9242B888-FEED-4390-A03A-7FDB10870136

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
425000531	1

This Amendment Number 1 to the above referenced Agreement is entered into on June 5, 2025 : between the City of Stockton ("City") and Robert Half Inc. "Contractor".

RECITALS

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

Exhibit A, Option to Renew, states both Parties may extend this Agreement up to 12/31/2026 ; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by $300,000 to pay for the Contractor for temporary staffing services ; and

Now therefore, the City and the Contractor mutually agree as follows:

1.The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

1.1 "The maximum the Contractor shall be paid on this Agreement is $300,000 hereafter the "not to exceed" amount). The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

"The maximum not to exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, is amended to: $400,000

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Robert Half Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

DocuSigned by:
Kimberly Steiner-Murphy 6/18/2025
1C73E8F041DB4B9...
Authorized Signature Date

Kimberly Steiner-Murphy, Sr. Regional Director
Printed Name and Title of Person Signing

10100 Trinity Pkwy, Suite 330, Stockton, CA 95219
Address

CITY OF STOCKTON

Docusign Envelope ID: 9242B888-FEED-4390-A03A-7FDB10870136

Steve Colangelo, Interim City Manager Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

ATTACHMENT B

CITY OF STOCKTON

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	City of Newport News, Virginia
2. Contractor:	Robert Half Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	21-1160-6025, Temporary Service Workers
4. Cooperative Agency Initial Agreement Term:	Start Date: January 15, 2021 End Date: January 15, 2022
5. Cooperative Agency's Agreement-Options to extend:	Four (4) one year options to renew
6. Cooperative Agency Amended Term:	Renewal 21-1160-6025 Final option to renew ends 12/31/2025
7. Cooperative Agency Remaining Options to Renew:	No options remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Final Signature End Date: December 31, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed $100,000 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced 21-1160-6025, Temporary Service Workers ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through December 31, 2025, unless terminated earlier by the City.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers ("the Indemnitees") from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation, including reasonable attorney's fees) of every nature arising out Contractor's or Contractor's breach of applicable law, negligence, or willful misconduct in the performance of work hereunder. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of defense or indemnification with respect to any breach of applicable law, negligence, or willful misconduct of the Indemnitees. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for citywide temporary staffing available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed $100,000 (the "Not-to-Exceed Amount") for the purchase of citywide temporary staffing. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so. Notwithstanding anything to the contrary in this Agreement, Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Contractor continued to provide services after the Not-to-Exceed Amount was reached).

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

7. **Additional Terms.** The following terms from the COOP are amended via this Amendment:

- All References to "Robert Half International Inc." in the COOP are replaced by "Robert Half Inc." to reflect Contractor's name change effective July 17, 2023.

- Section 12: The address for notices to Contractor is replaced with: "Robert Half Inc., Attn Kimberly Steiner-Murphy, 10100 Trinity Pkwy, Suite 330, Stockton, CA 95219. Copies of notices to Contractor shall be sent to: Robert Half Inc., Attn Client Contracts Dept., 3001 Bishop Drive, Suite 140, San Ramon, CA 94583."

- Exhibit A: The existing language is in Exhibit A is removed and hourly rates for all assignments will be agreed on a case-by-case basis.

- Exhibit B: Add #17: The existing language shall be deleted and replaced with the following language: "SCOPE OF AGREEMENT: Subsequent award of this Solicitation is only applicable to, and the only Robert Half Inc. branch and practice group obligated under this Agreement is the administrative & customer support, finance & accounting contract talent, management resources, and technology practice groups of the branch office located at 10100 Trinity Pkwy, Suite 330, Stockton, CA 95219.

This Agreement may be amended only by a written amendment, consistent with theCOOP, signed by Contractor and City.

CITY OF STOCKTON

Steve Colangelo, Interim City Manager

Date: 3-28-2025

ATTEST:

for Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

ROBERT HALF INC. EOE

DocuSigned by:

By: Kimberly Stiener-Murphy

1C73E8F041DB4B9...

Signature

Kimberly Stiener-Murphy

Print name

Title: Senior Regional Director

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____

Signature

Title: _____

docusign

Certificate Of Completion

Envelope Id: 17F6EA6C-1655-4383-A68F-BD73F6BF3BB4 Status: Completed
Subject: Robert Half Contract Documentation City of Stockton_Piggyback Amendment_ACS, CFA, MR and RHT_Stockto
trackingNumber: 11088988
userCredentials: J3TCAZUJKO76DK2G6KQI7LBLDQAN23KULQGCIEDYJYX7MA5Z2P75HZ57SGMKXZDJ3P4LVK5P7C5EKMRQLVHHXOJQ3Y
Source Envelope:
Document Pages: 9 Signatures: 1 Envelope Originator:
Certificate Pages: 8 Initials: 0 Tracey Maher - RH Sacramento
AutoNav: Enabled 2613 Camino Ramon
EnvelopeId Stamping: Enabled San Ramon, CA 94583
Time Zone: (UTC-08:00) Pacific Time (US & Canada) tracey.maher@roberthalf.com
IP Address: 54.186.168.68

Record Tracking

Status: Original Holder: Tracey Maher - RH Sacramento Location: DocuSign
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Signer Events	Signature	Timestamp
Kimberly Stiener-Murphy Kimberly.Stiener-Murphy@roberthalf.com Senior Regional Director Security Level: Email, Account Authentication (None)	DocuSigned by: Kimberly Stiener-Murphy 1C73E8F041DB4B9... Signature Adoption: Pre-selected Style Using IP Address: 209.51.10.224 Signed using mobile	Sent: 3/19/2025 5:12:36 PM Viewed: 3/19/2025 6:33:06 PM Signed: 3/19/2025 6:33:13 PM
Electronic Record and Signature Disclosure: Accepted: 3/19/2025 6:33:06 PM ID: 59eb979e-c122-49d2-b15a-dc75ff24c407		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Stephennie Link Stephennie.Link@stocktonca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2025 5:12:36 PM Viewed: 3/19/2025 5:17:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2025 5:12:36 PM
Certified Delivered	Security Checked	3/19/2025 6:33:06 PM
Signing Complete	Security Checked	3/19/2025 6:33:13 PM
Completed	Security Checked	3/19/2025 6:33:13 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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ii. send us an email to edocs.support@roberthalf.com and in the body of such request state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for electronic records and signatures will be that transactions may take a longer time to process.

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Comment contacter Robert Half Canada Inc.

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Pour révoquer votre consentement auprès de Robert Half Canada Inc.

Pour nous informer que vous ne souhaitez plus recevoir d'avis et de communications en format électronique à l'avenir, votre représentant autorisé peut :

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ii. soit nous envoyer un courriel à l'adresse edocs.support@roberthalf.com et nous indiquer dans le corps de votre message votre adresse électronique, nom complet, adresse postale et numéro de téléphone. Nous n'avons pas besoin d'obtenir d'autres renseignements de votre part pour la révocation de votre consentement. La révocation de votre consentement à la transmission et signature de documents électroniques aura comme conséquences que les délais de traitement des opérations pourraient être plus longs.

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- Vous pouvez imprimer sur papier la présente communication sur les documents et signatures électroniques ou la sauvegarder en format électronique ou l'envoyer par courriel ou autrement pour pouvoir l'imprimer ou le sauvegarder, à des fins de consultations ou d'accès futurs; et
- À moins que vous n'informiez Robert Half Canada inc. de la façon décrite ci-dessus, vous consentez à recevoir par voie électronique les avis et les communications, les autorisations, les confirmations et les autres documents qui vous sont transmis ou qui sont mis à votre disposition de façon électronique par Robert Half Canada Inc. dans le cours de votre relation d'affaires avec Robert Half Canada inc.

EXHIBIT A
(Insert RFP for City Manager's review)

CONTRACT FOR

RFP No. 21-1160-6025, Temporary Service Workers

between

City of Newport News, Virginia

and

Robert Half

Section I – Fully Executed Contract

Section II – Bid/Proposal and Related Documents

Section III – Solicitation and Addenda

SECTION I

FULLY EXECUTED CONTRACT

CONTRACT FOR
Temporary Service Workers
Contract No. 21-1160-04

THIS CONTRACT is made effective January 6, 2021 by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the ---"**City**," and **Robert Half** or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor.**"

WHEREAS, in response to the City's Request for Proposals (RFP) No. 21-1160-6025 entitled Temporary Service Workers, the Contractor has submitted a timely proposal to provide services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the Contractor's proposal, Best and Final Offer and any Purchase Orders issued pursuant to this Contract, all of which are incorporated by reference. All parts of the Contract are intended to be complementary and are binding. In the event of any conflict, discrepancy, error or omission among any parts of the Contract, the following order precedence shall govern: (1) this Contract; (2) the City's RFP and related Addenda; (3) the Contractor's Proposal and related amendments and offers; and (4) Purchase Orders.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on January 15, 2021 and shall be continue for one year, with an option to renew at the City's sole discretion, for four additional one-year periods.
4. **Payment**. The City shall pay the Contractor for services as identified in Exhibit A.
5. **Price Adjustment:** Price adjustments shall be negotiated as needed by the City and the Contractor upon mutual agreement.
6. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
7. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
8. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
9. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the contract, including all renewal periods, and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
10. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by mutual agreement. The City Manager or her designee may execute such amendments on behalf of the City.

11. **Suspension or Termination**. The City may terminate this Contract for convenience or cause as specified in the RFP.
12. **Notices**. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written

Contractor:

Lindo Gharib, District President
Robert Half
150 West Main Street, Suite 1850
Norfolk, Virginia 23510
Email: lindo.gharib@roberthalf.com

City: Sonja Eubank, Procurement Administrator
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: eubanksj@nnva.gov
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

ROBERT HALF

DocuSigned by:
BY: Lindo Gharib
C1DAB1E09B7E094EF...
Lindo Gharib, District President

CITY OF NEWPORT NEWS, VIRGINIA

DocuSigned by:
BY: Cynthia D. Rohlf
B8A3A49C0B1D4E2...
Cynthia D. Rohlf, City Manager

EXHIBIT A
PAYMENT

General Categories:

Category	Low Hourly Rate	High Hourly Rate
Laborers	N/A	N/A
Craft Workers and Operatives	N/A	N/A
Administrative Personnel	$19.00	$30.00
Technicians	N/A	N/A
Professional Staff	$25.00	$60.00
Service Workers	N/A	N/A

Rates for Professional Accounting Categories:

Category	Low Hourly Rate	High Hourly Rate
Accounting - Administrative (Assistants assigned to the accounting group)	$20.00	$26.00
Accounting - Technical (Mid-level Accountants, Coordinators or Specialist)	$24.00	$30.00
Accounting – Professional (Manager – Senior level Accountants)	$55.00	$85.00

Contractor Fees: Fees are based on the total gross margin percentages for each division and shall remain firm for the initial contract period and all renewals.

Accountemps: 33%
Office Team: 31.5 %
Management Resources: 42%
RH Technology: 35.5%

EXHIBIT B
NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work and Terms and Conditions included in the Request for Proposals, related Addenda and Contractor's Proposal are incorporated into the Contract:

In addition to the Insurance Requirements listed in the RFP, Contractor agrees to carry a minimum of $1,000,000 coverage each for 3rd Party Liability, Professional Liability and 3rd Party Crime.

Section A Standard Terms and Condition #12 Payment: Add: Temporary Service Worker will present a time sheet or an electronic time record to the City for verification and approval at the end of each week. Contractor will bill the City weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate.

Section A Standard Terms and Conditions #14 Hold Harmless and Indemnification revised to read: The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by negligent performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of the City.

Section A Standard Terms and Conditions #15 revised to read: The City shall supervise performance by the Contractor. Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, milestones, or specifications), Contractor shall be compensated on a time and materials basis only. Contractor is a temporary staffing contractor and does not provide deliverables or warranty services performed.

Section A Standard Terms and Conditions #16 Laws and Regulations revised to read: The Contractor shall keep fully informed of all applicable federal, state and local laws, ordinances and regulations that in any manner affect the conduct of temporary staffing. The Contractor shall at all times observe and comply with all applicable laws, ordinances and regulations in the performance of their staffing services.

Section A Standard Terms and Conditions #29 Records revised and Inspections to read: The Contractor shall maintain full and accurate records with respect to all billing covered under this contract, including, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of billing. This provision shall not apply to confidential information, including but not limited to, Assigned Individual's personnel files or the remuneration paid by Contractor to its Assigned Individuals and subcontractors

Section B Contract Specific Terms and Conditions #3 revised to read: Firms shall have the capability in all respects to fully perform the temporary staffing services by assigning individuals ("Assigned Individuals") to assist the City with services and have the experience necessary to assure good faith performance of the Contract.

Section B Contract Specific Terms and Conditions #12: Add - Notwithstanding the language in provision 12B, Contractor shall only be required to meet the insurance obligations listed under Exhibit II to this RFP.

Section B Contract Specific Terms and Conditions: Add #15 - SCOPE OF SERVICES: The City shall supervise Assigned Individuals providing services to the City. The City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (v) to perform Services remotely (e.g. on premises other than the Client's or Client's customer's premises); or to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual, (vi) to make any management decisions; or (vii) to operate machinery (other than office machines) or automotive equipment. Since Contractor is not a professional accounting firm, the City agrees that it will not permit or require Assigned Individual (a) to render an opinion on behalf of Contractor or on the City's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns.

Section B Contract Specific Terms and Conditions: Add #16 - ASSIGNED INDIVIDUAL CONFIDENTIALITY: Unless required by law, the City agrees to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and the City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Section B Contract Specific Terms and Conditions: Add #17 - SCOPE OF AGREEMENT: Subsequent award of this Solicitation is only applicable to, and the only Robert Half International Inc. branch and division(s) obligated under this Agreement are, the Accountemps division of the branch office located at 150 West Main St., Suite 1850, Norfolk, VA 23510.

Section B Contract Specific Terms and Conditions: Add #18 - It is understood that the City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to the City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Temporary Service Workers working on the City's premises.

Section D Scope of Work, Letter A, Background Checks: Add: All background checks to be performed on Temporary Service Workers will be confirmed by the City in a writing signed by both parties. If the City request a copy of the results of any checks conducted on Contractor's Assigned Individuals, the City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Section D Scope of Work, Temporary Service Workers Selection Guidelines Letter B, DMV Driver Record Check revised to read: Temporary Service Workers will not be permitted or required by the City to drive while on assignment.

Section D Scope of Work, Performance and Conduct Requirements for Temporary Service Workers: first paragraph revised to read: Temporary Service Workers shall comply with City and departmental policies, procedures, rules, and directives, which will be communicated to Temporary Services Workers by the City, which will be responsible for supervising the Temporary Services workers.

Requirements Section D Scope of Work Account Service, Placement Fees revised to read: CONVERSION TERMS: In the event the City wishes to convert any of Contractor's Assigned Individuals, the City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal 35% of the Assigned Individual's aggregate annual compensation, including bonuses. The City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of the City's subsequent referral of the Assigned Individual. The conversion fee is payable if the City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis (hereinafter "full fee"), as outlined above, in the first 30 days after placement. The full fee is reduced by 15% every 30 days thereafter. The same calculation will be used if the City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than $1,000 unless conversion occurs after 150 days, at which time no conversion rate applies. The varying rates for Assigned Individuals will be established through mutual agreement of both the City and the Contractor and is dependent upon the various qualifications of the temporary employees.

Contractor agrees no conversion fees shall apply if an assigned temporary service worker applies for a position they are not currently assigned to in the City and they are hired on a competitive basis.

DocuSign SECURED

Certificate Of Completion

Envelope Id: B8D6B6C5F7114939BBF49DDF097AAC06
Subject: Please Docusign: Contract No. 21-1160-04
Source Envelope:
Document Pages: 6
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Shawneequa Tyler
2400 Washington Avenue
City Hall, 4th Floor
Newport News, VA 23607
tylersd@nnva.gov
IP Address: 216.54.23.130

Record Tracking

Status: Original
1/6/2021 6:02:12 AM

Holder: Shawneequa Tyler
tylersd@nnva.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Gary W. Sightler sightlergw@nnva.gov Purchasing Agent City of Newport News, Virginia Office of Purchasing Signing Group: Purchasing Management Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 216.54.23.130	Sent: 1/6/2021 6:09:05 AM Viewed: 1/6/2021 7:40:06 AM Signed: 1/6/2021 7:48:52 AM
Electronic Record and Signature Disclosure: Accepted: 12/23/2019 8:42:53 AM ID: f1b34ee1-a5a3-4dae-89fb-c1e486fa5b06 Company Name: City of Newport News, Virginia Office of Purchasing		
Lindo Gharib Lindo.Gharib@Roberthalf.com Regional Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Lindo Gharib DAB2E0937B094EF... Signature Adoption: Pre-selected Style Using IP Address: 4.31.73.154	Sent: 1/6/2021 7:48:55 AM Viewed: 1/6/2021 7:50:18 AM Signed: 1/6/2021 10:42:05 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2021 7:50:18 AM ID: 2d65d825-6e41-4861-8c29-7989c3e02deb Company Name: City of Newport News, Virginia Office of Purchasing		
Cynthia D. Rohlf rohlfcd@nnva.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Cynthia D. Rohlf 98A3A49C081D4F2... Signature Adoption: Pre-selected Style Using IP Address: 216.54.23.130	Sent: 1/6/2021 10:42:07 AM Viewed: 1/6/2021 11:16:04 AM Signed: 1/6/2021 11:16:42 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2021 11:14:28 AM ID: 077ba40e-d62f-4139-a6d4-5198ba396284 Company Name: City of Newport News, Virginia Office of Purchasing		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sonja Eubank eubanksj@nnva.gov Procurement Administrator City of Newport News, VA Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/6/2021 11:16:45 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/6/2021 6:09:06 AM
Certified Delivered	Security Checked	1/6/2021 11:16:04 AM
Signing Complete	Security Checked	1/6/2021 11:16:42 AM
Completed	Security Checked	1/6/2021 11:16:45 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CITY OF NEWPORT NEWS, VIRGINIA ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

The City of Newport News, Virginia (City) accepts electronic signatures and utilizes software (DocuSign) to facilitate obtaining signatures for contract related documents and agreements initiated by the Office of Purchasing. Electronic signatures are authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia which is available for viewing at the Virginia Legislative Information System website .

Agree to Electronic Signatures

By selecting the check-box next to "I agree to use electronic records and signatures", you confirm that:

- You have read this Agreement;
- You agree to sign contract related documents and agreements with the City by an electronic means, including the DocuSign system:
- You affirm that you are authorized to provide consent for electronic signatures on behalf of your company:
- You can print on paper or save or send this Agreement to a location where you can print it for future reference; and
- You consent to receive contract related documents and agreements by electronic means, including the DocuSign system, during the course of your contractual relationship with the City and your consent will continue until you advise otherwise.

Withdrawing your Consent

You may withdraw your consent to electronic signatures by contacting the Office of Purchasing at:

City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue
City Hall, 4th Floor
Newport News, Virginia 23607
Phone: 757-926-8721
Email: purchase@nnva.gov

Consequences of changing your mind

If you elect to receive contract related documents and agreements only in paper format, it will slow the speed at which we can complete certain steps in transactions with you.

SECTION II

BID/PROPOSAL

ATTACHMENT B

REQUEST FOR PROPOSALS

RFP No. 21-1160-6025
Issue Date: July 31, 2020

City of Newport News
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721
Fax: (757) 926-8038
www.nnva.gov/purchasing

Title: Type text here	Temporary Service Workers
Proposals Due:	**August 24, 2020 at 5:00 p.m.**
Project Overview:	The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Offeror) to provide "Temporary Service Workers" for various City Departments on an as needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

The City of Newport News (the "City") is seeking proposals from qualified firms (the "Offeror" or "Contractor") to furnish the goods and/or services described herein and proposals will be received at the Office of Purchasing, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown above (local prevailing time).

Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference has been scheduled **August 10th, 2020 at 10:00 a.m.**

Pre-Proposal Conference Location: The conference will be held in a digital meeting format. **Interested Offeror's must RSVP to Shawneequa Tyler, Assistant Buyer of their interest to attend no later than 1:00 p.m. on Thursday, August 6th, 2020.**

Questions: Questions or comments related to this solicitation shall be directed to the Contract Officer and the Assistant Buyer not later than **1:00 p.m. on August 17, 2020**. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

Contract Officer:	Sonja Eubank, Procurement Administrator, eubanksj@nnva.gov
Assistant Buyer:	Shawneequa Tyler, Assistant Buyer, tylersd@nnva.gov

This solicitation is posted on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov) and is available for free download. A direct link to all City of Newport News solicitations on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the **eVA** solicitation webpage.

Note: The City of Newport News utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

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SECTION A
STANDARD TERMS AND CONDITIONS

Rev: 8/1/2019

1. **PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS:**

   a. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Proposals (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.

   b. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Proposals received in the Office of Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.

   c. All costs associated with preparing a proposal, including any mailing costs, are the Offer's responsibility.

   d. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.

   e. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.

   f. If City Hall is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the City, at the originally scheduled time.

   g. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. Exceptions may result in a determination that a proposal will not be considered for award. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.

   h. Failure to submit a proposal on the official City form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.

   i. Submission of a proposal is not to be construed as an award or an order to ship.

   j. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Offeror from award of a contract.

2. **ADDENDA**: Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all addenda are received.

   The City posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

3. **AWARD:**

   a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations and related awards on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

   b. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Proposals, awards may be made to more than one (1) Offeror.

   c. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications or Scope of Work.

   d. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.

   e. The Administrative Appeals Procedure is posted on the Office of Purchasing website https://www.nnva.gov/707/Vendor-Resources. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.

4. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.

5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit https://www.scc.virginia.gov/ for more information.

7. **COOPERATIVE PURCHASE**: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, agencies or institutions within the United States to purchase at contract prices and terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify other public bodies of the availability of contract(s), if desired. Offerors who do not wish to extend the terms, conditions and prices to other public bodies shall so indicate in the proposal.

8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS**: The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form.

9. **FAITH BASED ORGANIZATIONS**: The City of Newport News does not discriminate against faith based organizations.

10. **NON-DISCRIMINATION**: During the performance of a contract with the City, the Contractor agrees as follows:

    a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

    b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

    d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars ($10,000) so that the provisions will be binding upon each subcontractor or vendor.

11. **DRUG FREE WORKPLACE**: During the performance of a contract with the City, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. **PAYMENT TERMS:**

    a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.

    b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.

    c. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.

    d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

    e. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.

    f. The City does not make advance payments for goods or services by practice.

13. **TAXES:** Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

14. **HOLD HARMLESS AND INDEMNIFICATION**: The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

15. **INTERPRETATION OF SPECIFICATIONS**: The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

16. **LAWS AND REGULATIONS**: The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

17. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

18. **RIGHTS UNDER ANTITRUST LAWS**: The Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or

pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

20. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

21. **DEFAULT**: In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

22. **TERMINATION FOR CONVENIENCE:** The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

    If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

    Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

23. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

    The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

    In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

24. **RIGHTS AND REMEDIES NOT WAIVED**: In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.

25. **SEVERABILITY**: If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or

unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

26. **INDEPENDENT CONTRACTOR**: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

27. **CONFLICT**: In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.

28. **NON-EXCLUSIVE CONTRACT**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.

29. **RECORDS AND INSPECTION**: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space in order to conduct audits.

30. **ENTIRE AGREEMENT**: The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

SECTION B
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.

2. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference is scheduled related to this Request for Proposals on the date, time and location posted on the cover page. Attendance at the pre-proposal conference is not mandatory in order for a proposal to be considered for award.

3. **CONTRACTOR QUALIFICATIONS**: Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.

4. **METHOD OF AWARD:** The City will make multiple awards to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to the City by taking into consideration price and the evaluation criteria identified herein.

5. **ASSIGNMENT OF WORK/ORDERING:** Following award of contracts, the City will request services of Temporary Service Workers on an as-needed basis. Contractors may be contacted individually or collectively when there are needs for a Temporary Service Workers based on various factors including but not limited to: timeframe in which a worker is needed, specialty areas of the Contractor, responsiveness to City requests, quality of personnel offered and other factors in which the City determines to be in its best interest. The City cannot guarantee the volume of work for each Contractor.

   The City will interview the Temporary Service Workers offered by the Contractor(s) and will select the individual who it determines to be the best candidate for the temporary assignment.

6. **CONTRACT/AGREEMENT:** Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.

7. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.

8. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from date of award and continue for one year with the option to renew, at the City's sole discretion, for four (4) additional one (1) year periods.

   A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one year renewal period upon mutual agreement of the City and Contractor.

9. **METHOD OF ORDERING:** The Contractor shall provide the goods or services requested upon receipt of a Purchase Order or a City issued Purchasing Card.

   The City operates on a fiscal year basis from July 1 through June 30 of each year. Should Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New purchase

order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

NOTE: The City utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

10. **INVOICING**: The Purchase Order number and the Contract Number (when applicable) shall be included on each invoice and packing slip. Failure to include this information may delay payment. Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6th Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.

11. **PAYMENT:** Payment will be authorized following receipt of a valid invoice which must include the Purchase Order Number, Purchase Order Line Item Number(s), Contract number (if provided by the City) Description of Goods and Services, Unit Prices, Total Price). Invoices may be submitted on a monthly basis according to services rendered. Final payment terms may be negotiated with the selected Offeror.

12. **INSURANCE**: The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

    Prior to submitting a proposal, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

    Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

    Insurance requirements are specified herein as Exhibit I.

13. **CONFIDENTIALITY**

    a. Each party to the contract resulting from this solicitation shall (i) hold in strict confidence any or all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under a contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Each party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

    b. Exclusions: The term "Confidential Information" shall not include information that is:
        i. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
        ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract;
        iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

c. Return or Destruction: Upon the termination or expiration of a contract, the Contractor shall at its own expense, (a) promptly return to the City all tangible Confidential Information (and all copies thereof except the record required by law) or (b) upon written request, destroy such Confidential Information and provide written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form. The City shall retain and dispose of Contractor's Confidential Information in accordance with records retention policies and as required by law.

14. **CONTINUITY OF SERVICES:** The services rendered in the contract resulting from this RFP are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.

SECTION C
SUBMISSION REQUIREMENTS AND EVALUATION

1. PROPOSAL SUBMISSION

Submit *one* original paper version (conspicuously marked as "ORIGINAL") and 5 complete electronic version(s) on CD or USB/"Thumb Drive" (a USB/"Thumb Drive" is preferred) of the proposal by the due date and time specified on the cover page. Proposals shall be delivered to the City of Newport News, Office of Purchasing, 2400 Washington Avenue, Newport News, VA 23607.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror's name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version and be provided as a single PDF file. In case of a conflict between the original paper version and the electronic version, the original paper version shall govern.

2. TECHNICAL PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information

- Attachment A – Proposal Form. The Proposal Form should act as the cover pages of the proposal
- Attachment B – Completed SWAM Form
- Attachment C – Reference Form. References should be for projects similar in size and scope.
- Attachment D – Proprietary Information Form
- Technical Proposal:
    - An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
    - A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc. Include geographical location and hours of operation.
    - A description of the Offeror's understanding of the requirements contained in the Scope of Work.
    - The approach to be used, in detail, to meet the requirements identified in the Scope of Work.
    - Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
    - Describe the firm's current turnover rate for agency recruiters and account representatives.
    - Describe your firm's ability and process to respond to City emergencies, request for services, etc. within 24 hours of notice.

- Identify specialty areas of your firm, including the ability to provide some or all of the position categories identified in the Scope of Work.
- Describe the firm's testing, screening, and interviewing process, including how the firm determines if a candidate meets the qualifications of a position.
- Describe the firm's approach and experience in successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering).
- Describe the approach to attract a diverse well qualified pool of candidates for the position categories offered in your proposal.
- Describe your firm's approach to adjusting labor category rates and related fees for renewal terms.
- Include conversion terms should the City wish to covert/hire assigned individuals to a City position.
- Include any special conditions for cash handling by assigned individuals.
- Successes on projects similar in size and scope.
- A statement of the financial status of the firm.

3. **PRICE PROPOSAL-** Complete and provide the Price Proposal Form (Attachment B) with your proposal. Offerors should include any performance guarantees offered with the Price Proposal.

   The Price Proposal should include the Contractor's fee(s) for each labor category.

   Provide and detail cost of all additional fees associated with hiring an assigned temporary employee. Please refer to the Section D, Scope of Work regarding the City's intention regarding placement fees.

4. **EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:
   - The demonstrated understanding and approach to provide the services identified in this Request for Proposals.
   - Successful experience and capabilities of the firm providing similar services.
   - Demonstrated experience successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering)
   - Demonstrated ability to provide a pool of qualified and capable candidates to meet the needs of the City.
   - Fees
   - Completeness of Proposal.

5. **EVALUATION OF PROPOSALS:**

   Proposals will be evaluated according to the established evaluation criteria identified herein. The City will select two (2) or more Offeror proposals that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work. The City may initiate discussions/interviews and may conduct negotiations with each of the selected Offerors. During negotiations, proposals may be revised by the Offeror and the City may obtain best and final offers. Once negotiations are completed, the City may again make a determination as to whether the Offeror has the capability, integrity or reliability to provide the required services.

   Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the City.

   Should the City determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the City finds that such a selection is in the best interest of the City.

SECTION D
SCOPE OF WORK

TEMPORARY SERVICE WORKERS

PURPOSE:

The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Contractor) to provide "Temporary Service Workers" for various City departments on an as-needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

BACKGROUND:

The City provides a variety of local government services to over 180,000 citizens and is a regional water provider to citizens and businesses in Newport News as well as four other local jurisdictions. To assist City departments with periodic project implementation and with maintaining these services and operations in the event of staffing shortages, the City contracts for various temporary personnel.

The temporary personnel are utilized on an as-needed basis, and are subject to working within the City's hours of operation for the specific assignment. Depending on the nature of the job, some positions are seasonal and the duration of each requirement can vary from less than a week to several months. The City's administrative hours of operation have been established as Monday through Friday, 8:00 am to 5:00 pm; however, individual departments are authorized to establish schedules that most effectively provide City services. As such, individual operating schedules and staff assignments may necessitate weekend, evening, or other shift work; however, all schedules are administered in accordance with applicable federal and state regulations.

As a result of this Request for Proposals (RFP), it is anticipated that multiple awards will be made and Contractors may be categorized as primary or secondary Contractors based upon the evaluation criteria and negotiated terms and conditions. As needs arise, the City will contact one or more Contractors to obtain the individual(s) most suited to the assignment.

SCOPE OF WORK:

General Operational Guidelines

The Contractor shall furnish Temporary Service Workers to perform work in the following categories described below as identified by the City at the time of request for temporary services. Proposals may be submitted for all or some of the position categories identified below. *The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract.*

- Laborers – Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: construction worker helpers; equipment operators; laborers; refuse and recyclable materials collectors; pipe layers.

- Craft Workers and Operatives – Most jobs in this category include intermediate or higher skilled occupations and include workers who operate machinery or factory-related equipment, construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples include: laundry workers; photographic process workers (printers);

electrical and electronic equipment assemblers; truck drivers; industrial truck and tractor (forklift) operators; parking lot attendants; carpenters; electricians; painters (both construction and maintenance); pipelayers, plumbers, and pipefitters. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics and electric and electronic equipment repairers.

- Administrative Personnel – Jobs in this category involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; dispatchers; couriers; computer operators; word processors and typists; and general office clerks.

- Technicians – Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

- Professional Staff – Most jobs in this category require bachelor or graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; architects; chemists; computer programmers; engineers; lawyers; librarians; natural scientists; registered nurses; and surveyors.

- Service Workers – Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples include: cooks; transportation attendants; janitors; and security guards.

- Professional Accounting – Job descriptions for this category are listed in **Exhibit I**.

Specific knowledge, skill or ability requirements necessary for the work to be performed will be identified by the City with each individual request and the per hour pay rate will be determined by skill level of the Temporary Service Worker within the specific position category requested and the corresponding pay ranges. Invoices should reflect the agreed-upon rate for the individual worker based on the pay rate established (approved) for the position.

A. Request for Service Engagement: The City will notify the Contractor of the City's Point of Contact, as well as backup, who is authorized to request Temporary Service Workers. A City purchase order shall be required prior to commencement of work. For reporting purposes, the purchase order number for each service engagement must be reported and clearly stated on all required monthly summary reports.

B. Response Time: The Contractor shall respond to a new request within one (1) business day, or within the timeframe established by the City, to confirm availability of a suitable Temporary Service Worker to fill the request. The City reserves the right to simultaneously give all Contractors an opportunity to fill positions on a "first come" basis when there is an urgent need. In the event of an emergency requirement, the Contractor shall make every commercially reasonable attempt to respond to the request in the City's established emergency time frame.

Upon Contractor's confirmation of Temporary Service Worker availability, the City's Point of Contact will provide Contractor with instructions regarding the assignment. This may also include an interview (phone interview or face-to-face interview) or skills assessment prior to placement with the City. If the City

determines that the candidate does not meet the skill requirements of the position, the City will reject the candidate and move to the next candidate, or request other resumes from which to choose another candidate, at no cost to the City. When the request is given to more than one Contractor, the City will notify all Contractors when the request is filled.

Temporary Service Workers Selection Guidelines

A. Background Checks:

Certain Temporary Service Workers will be subject to criminal history background checks as a condition of providing services of a sensitive nature including matters involving public welfare, safety, health activities, monetary or confidential matters, children's activities, therapeutic recreation programs, mature adult programs, and access to the Criminal Justice Information System (CJIS) or the Virginia Criminal Information Network (VCIN).

The City's Director of Human Resources, or their designee, shall determine the type and scope of the criminal history record checks and any other background checks required based on the specific assignment requested by the City and may include a federal, state or local check, as well as a check through the National Sex Offender Registry, or the Virginia Child Abuse and Neglect Registry. The Contractor is responsible for conducting identified criminal history checks on potential Temporary Service Workers prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for costs associated with the criminal history background checks. The requirement for a background check shall be identified by the City prior to making the request for service engagement.

B. DMV Driver Record Check:

If operation of a vehicle is a requirement of the temporary assignment, the City will provide a vehicle for the assigned work. The Contractor shall perform a DMV driver's license record check prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for ensuring any individual assigned or permitted to operate vehicles is properly licensed. When operation of a City vehicle requires a Commercial Driver's License, the potential Temporary Service Worker must possess a minimum of a CDL permit. The Contractor shall be responsible for costs associated with the DMV driver's license record check.

Prior to driving a City vehicle, the Temporary Service Worker must complete the City's online safe driving course, which will be administered and managed by the City. The requirement for a DMV Driver Record Check shall be identified by the City prior to making the request for service engagement.

Performance and Conduct Requirements for Temporary Service Workers

A. Standards of Conduct:

Temporary Service Workers will conduct themselves in a professional manner and shall comply with City and departmental policies, procedures, rules, and directives. City equipment (all property owned, leased, or controlled by the City, including but not limited to vehicles, computers, tools, devices, and materials), facilities, and information, will be used only for work-related purposes.

Smoking or tobacco use in any form while on City property and while performing services for the City is prohibited. Reporting to work or being at work while under the influence of alcohol or a

controlled substance, or the possession, manufacture or distribution of controlled substances at work is strictly prohibited.

B. Communication Skills: Unless otherwise requested, all Temporary Service Workers must be able to read, write, speak and comprehend the English language. Temporary Service Workers that are not able to read, write, speak, or comprehend the English language will not be acceptable and the City will incur no expenses and wages.

C. Certifications: Certifications for Temporary Service Workers required for a specific assignment will be identified by the City at the time of request. The Contractor shall keep a current record of Temporary Service Worker certifications and the expiration dates to ensure that required certifications are maintained. If the Temporary Service Worker's certification expires during an assignment, the City reserves the right to send the Temporary Service Worker for recertification training and may invoice the Contractor for the training cost incurred, or send the worker home as the City determines appropriate.

D. Attire and Related Safety Equipment

The Contractor shall send Temporary Service Workers to job assignments dressed appropriately for the identified assignment. The Contractor shall provide all personal safety equipment as required for the specific assignment including, but not limited to, gloves, rain suits, rubber boots, steel-toe shoes/boots, etc. Temporary Service Workers who report to work without the appropriate attire, safety equipment, or in an unacceptable condition (including proper hygiene), may be sent home at the City supervisor's discretion. The Temporary Service Worker will not be paid in these instances. In some instances, Temporary Service Workers may be issued uniforms. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued uniform and to turn them in to their supervisor upon completion of the temporary assignment.

The Contractor shall be responsible for any attire and related safety equipment if issued by the City (hard hats, job specific equipment, etc. that is damaged beyond normal wear and tear) or not returned at the end of the temporary assignment and will be charged actual replacement costs.

Account Service Requirements

A. Contractor Single Point of Contact: The Contractor shall designate a coordinator as a single point of contact (SPOC), as well as a backup, that shall be accessible during normal work hours 8:00 am until 5:00 pm Monday through Friday, with the exception of observed holidays, to receive temporary staffing requests, handle and assist in any and all inquiries regarding availability, status of orders, scheduling, billing, contract compliance requirements, reports, and problem solving. Contractor's SPOC, who will receive temporary service worker requests, shall be available via telephone and email.

The Contractor's SPOC shall meet with the City's point of contact (POC) and/or the hiring manager, as requested, to discuss all services and any absentee or performance issues. The SPOC will contact the City's POC directly to receive the Temporary Service Worker's arrival instructions once the order is filled.

B. Refusal: The City shall have the right at any time to refuse any Temporary Service Worker provided by the Contractor for any job related deficiency. Replacement of any Temporary Service Worker shall be in compliance with all applicable anti-discrimination laws. The rejected Temporary Service Worker shall be immediately removed and prompt arrangements made for a suitable replacement.

C. Contractor's Employees and Mandatory Taxes, etc.: The Temporary Service Workers provided to the City shall be employees of the Contractor. The Contractor shall be responsible for obtaining employment eligibility verification (Federal Form I-9), withholding and payment of all payroll taxes, providing workers' compensation coverage and applicable insurances, payroll reporting, and other employer Federal and State mandatory requirements for Temporary Service Workers.

D. Contractor's Fee: The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. Please outline these rates on Attachment B of this submittal.

E. Hours of Work and Overtime:

The Contractor shall verify work hours at the time the order is placed. Working hours and holidays will vary based upon the position in which the Temporary Service Worker is placed. There may be requirements for evening, weekend and overtime work, based upon the position in which the Temporary Service Worker is placed. The Contractor shall supply time sheets to Temporary Service Workers. Time sheets will be completed by the Temporary Service Worker, and then approved and submitted via email or facsimile by the supervisor of the Temporary Service Worker to the Contractor's SPOC on a weekly basis for billing purposes.

Overtime will be defined in accordance with the Fair Labor Standards Act and must be authorized in advance by the supervisor of the Temporary Service Worker. Lunch and additional break periods will be determined by the supervisor of the Temporary Service Worker. Lunch and additional break periods in excess of fifteen (15) minutes will not be considered work time and as such will not be paid by the City. Temporary Service Workers who are authorized to work on an observed holiday will be paid for time worked. The City's terms and conditions in this solicitation take precedence over any terms and conditions included on Contractor time sheets.

F. Transportation and Parking: It will be the responsibility of the Contractor or the Temporary Service Worker to provide transportation to and from the required work location. Parking will be provided for Temporary Service Workers in the same manner as provided for regular City employees.

G. Identification Badges: Temporary Service Workers may be issued a City identification (ID) badge and a Data Watch security access badge. If it is determined that a City ID badge or a Data Watch security badge will be necessary, the supervisor of the Temporary Service Worker will complete the necessary request form and arrange for the badges to be issued. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued badges and to turn in the badges to their supervisor upon completion of the temporary assignment. The Contractor shall be responsible for the City's prevailing fee for replacement of a lost badge, or if a badge is not returned at the completion of the assignment.

H. Travel Reimbursement: It is the Policy of the City to pay all legitimate and necessary expenses incurred while traveling on City business if funds are available. As such, all travel must be approved in advance and any Temporary Service Worker authorized to travel for City business will be compensated in accordance with the City's Personnel Administrative Manual, Section 1405-Travel and Meeting Expense Policy, which can be found at http://www.nngov.com/DocumentCenter/View/237 .

I. Placement Fees: Temporary Service Workers may be hired by the City at any time to fill publicly advertised position vacancies and the City does not agree to pay placement fees unless otherwise negotiated. In addition, the City does not agree to the Temporary Service Workers being obligated for any placement fee to the Contractor upon being hired by the City unless otherwise negotiated.

J. Transitioning Existing Temporary Service Workers: At the request of the City, the Contractor shall make reasonable efforts to transition existing Temporary Service Workers provided by other temporary employment agencies.

K. Reporting Requirements:

On a monthly basis, the Contractor shall provide the City's POC with electronic reports of the individual usage and the total dollar volume of purchases by the 15th day of the month following actual usage, or the following business day if the 15th day of the month falls on a weekend or holiday.

The required report information will include, but may not be limited to, the purchase order number for each assignment, the number of regular hours and overtime hours worked for each position furnished for the completed month for which the report covers, and the actual cost for each position furnished. Monthly and cumulative reports will also include information for each Temporary Service Worker, the worker's name, hours worked, hourly pay rate, and totals. A template of the monthly report in Excel format will be provided to the awarded Contractors. Failure to submit this information in the required format and time may result in payment delays and/or cancellation of the awarded contract.

L. Occupational Safety and Health: The Contractor shall ensure that all Temporary Service Workers are given adequate safety and health training as required by OSHA, explanations of their position duties, and ensure that they are provided necessary protections by the City. The City will treat Temporary Service Workers like any other workers in terms of OSHA job required training, and safety and health protections. The City shall provide specific training tailored to the particular workplace equipment/hazards.

M. Affordable Care Act: Penalties assessed to the Contractor by the federal government due to lack of health coverage under the Affordable Care Act, or insufficient health coverage shall be the responsibility of the Contractor. It is the Contractor's responsibility to ensure its own compliance with all applicable law; the City shall NOT be responsible for any penalties or noncompliance costs under the ACA that are incurred or assessed related to the Contractor's employees, regardless of whether such ACA penalties or non-compliance costs are assessed to the Contractor or to the City.

ATTACHMENT A
PROPOSAL FORM
(Completed Form shall be submitted as Proposal Cover Pages)

RFP Number:	21-1160-6025
Proposal Name:	Temporary Service Workers
Due Date and Time:	August 24, 2020 at 5:00 p.m.

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	Robert Half
Mailing Address	150 West Main Street, Suite 1850, Norfolk, VA 23510
Payment Address (if different from Mailing Address)	12400 Collections Center Drive, Chicago, IL 60693-0124
Firm Telephone Number	(757) 624 - 1100
Employer Identification Number (EIN)	94 - 1648752
Social Security Number (only if a EIN is NOT provided)	___ - ___ - ___
Representative Name/Title	Savanah Crawford, Branch Manager
Representative Telephone Number	757.624.1100
Representative Email Address	savanah.crawford@roberthalf.com

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: F115466-7

or

Firm/Company is not required to have/maintain registration because: _____

2. **PAYMENT TERMS:**

- "Net 30"
- **Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

3. **ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. 1 Dated 8.19.2020

Addendum No. 2 Dated 8.24.2020

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted: ___

List of exceptions attached_____

5. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

- Yes
- No

6. **PROPOSER'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting proposals. The proposal should include the following information in the quantities specified in the *Proposal Submission* section.

- ☐ Completed and Signed Proposal Form (This form should act as the cover for the proposal)
- ☐ Completed SWAM Form
- ☐ Completed W-9 (All proposals should include a W-9)
- ☐ Technical Proposal
- ☐ References
- ☐ Proprietary Information Form

7. **ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

8. **AUTHORIZATION**

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm Name: Robert Half

Print Name: Lindo Gharib Title: District Director

Signature: DocuSigned by: Lindo Gharib 6C9DE3BF08494BB... Date: 8/28/2020

(This form must be signed. All signatures must be original and not photocopies.)

ATTACHMENT A – PROPOSAL FORM

4. LIST OF EXCEPTIONS:

Add the following language to A§12 Payment: "Temporary Service Worker will present a time sheet or an electronic time record to the City for verification and approval at the end of each week. Contractor will bill the City weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. "

Replace Section A§14 with the following: "The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by negligent performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of the City."

Replace Section A§15 with the following: "The City shall supervise performance by the Contractor. Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, milestones, or specifications), Contractor shall be compensated on a time and materials basis only. Contractor is a temporary staffing contractor and does not provide deliverables or warranty services performed."

Replace Section A§16 with the following: "The Contractor shall keep fully informed of all applicable federal, state and local laws, ordinances and regulations that in any manner affect the conduct of temporary staffing. The Contractor shall at all times observe and comply with all applicable laws, ordinances and regulations in the performance of their staffing services."

Add the following sentence to Section A§22: "Either party may terminate the contract without penalty."

Replace Section A§29 with the following: "The Contractor shall maintain full and accurate records with respect to all billing covered under this contract, including, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for three (3) years after the date of billing."

Replace Section B§3 with the following: "Firms shall have the capability in all respects to fully perform the temporary staffing services by assigning individuals ("Assigned Individuals") to assist the City with services and have the experience necessary to assure good faith performance of the Contract."

Replace the first paragraph of Section B§12 with the following: "The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property due to the negligent performance of said services, and from all claims arising under

workmen's compensation laws. Following award of the contract, the Contractor shall be required to furnish proof of said insurance prior to commencement of services. A Certificate of Insurance, which names the City as additional insured shall be provided."

Insert Section B§15 to read "SCOPE OF SERVICES: The City shall supervise Assigned Individuals providing services to the City. The City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, except in the performance of assigned duties and limited to co-authorizing checks and accounting staff who are to make cash deposits with our City Treasurer as outlined in Section F, paragraph 29 of this Solicitation; (v) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual, except as outlined in Section F, paragraph 30 of this Solicitation, (vi) to make any management decisions; or (vii) to operate machinery (other than office machines) or automotive equipment. Since Contractor is not a professional accounting firm, the City agrees that it will not permit or require Assigned Individual (a) to render an opinion on behalf of Contractor or on the City's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns."

Insert Section B§16 to read "CASH HANDLING: The City understands that a standard condition of assignment prohibits Assigned Individuals from handling money or negotiable instruments because the Contractor is not in a position to supervise Assigned Individuals while they are on assignment, or to implement and maintain control procedures to prevent theft, misconduct or negligence. Therefore, Contractor will not permit Assigned Individuals to handle cash, checks or negotiable instruments or perform credit card or financial transactions or other related activities unless the City accepts sole responsibility for all liability that may be incurred as a result. Accordingly, the City accepts sole responsibility for managing Assigned Individuals, who will be handling cash, checks, or negotiable instruments, and the City hereby waives and releases Contractor (including their respective employees, officers and directors) from all claims or liability arising from the handling of money, checks, or negotiable instruments by Assigned Individuals. The City agrees to defend and indemnify Contractor (including their respective employees, officers and directors) with respect to any claim, demand or liability that may arise from Assigned Individuals handling of money, checks, or other negotiable instruments. The City represents that the City has reasonable controls in place to eliminate the potential of loss and agrees to accept sole responsibility for managing any Assigned Individuals. Such controls include, but are not limited to a petty cash maximum of $100.00."

Insert Section B§17 to read "REMOTE WORK: The City has requested that Contractor permit its Assigned Individuals to provide services to the City remotely (i.e., from a location other than the City's offices) using the City's laptop and/or other computer or telecommunications equipment (the "Equipment"). The City acknowledges DocuSign Envelope ID: 8096D6A0-BF97-4E08-9906-4051DDC103A9 and agrees that Contractor shall have no control over (i) the logical or physical performance, reliability or security of the Equipment or related devices, network accessibility and availability, software and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual; or (ii) the security or integrity of, nor be responsible for backing up, the data and other information stored therein or transmitted thereby. The City agrees that Contractor shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems."

Insert Section B§19 to read "RATE INCREASES: Contractor may increase its rates to reflect increases in its cost of employing its workers due to governmental or regulatory changes (e.g., costs associated with higher minimum wages for workers or increases in taxes, benefits or other costs that may result from any applicable government authority or action). Contractor will provide written or verbal notice to the City of the increase in its rates. Any increase in Contractor rates will be prospective, starting as of the effective date Contractor specifies in the notice."

Insert Section B§20 to read "ASSIGNED INDIVIDUAL CONFIDENTIALITY: The City agrees to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and the City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure."

Insert Section F§21 to read "SCOPE OF AGREEMENT: Subsequent award of this Solicitation is only applicable to, and the only Robert Half International Inc. branch and division(s) obligated under this Agreement are, the Accountemps division of the branch office located at 150 West Main St., Suite 1850, Norfolk, VA 23510."

Insert Section F§22 to read "It is understood that the City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to the City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Temporary Service Workers working on the City's premises."

Add the following language to Section D, Background Checks: "All background checks to be performed on Temporary Service Workers will be confirmed by the City in a writing signed by both parties. If the City request a copy of the results of any checks conducted on Contractor's Assigned Individuals, the City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes."

Section D, DMV Driver Record Check shall be replaced with the following: "Temporary Service Workers will not be permitted or required by the City to drive while on assignment"

The first paragraph of Section D, Standards of Conduct shall be replaced with the following: "Temporary Service Workers shall comply with City and departmental policies, procedures, rules, and directives which will be communicated to Temporary Services Workers by the City, which will be responsible for supervising the Temporary Services workers.

Section D: Account Service Requirements Paragraph I shall be replaced with the following: "CONVERSION TERMS: In the event the City wishes to convert any of Contractor's Assigned Individuals, the City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal 35% of the Assigned Individual's aggregate annual compensation, including bonuses. The City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of the City's subsequent referral of the Assigned Individual. The conversion fee is payable if the City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis (hereinafter "full fee"), as outlined above, in the first 30 days after placement. The full fee is reduced by 15% every 30 days thereafter. The same calculation will be used if

the City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than $1,000 unless conversion occurs after 150 days, at which time no conversion rate applies."

The varying rates for Assigned Individuals will be established through mutual agreement of both the City and the Contractor and is dependent upon the various qualifications of the temporary employees.

ADDENDUM NO. 1
ISSUE DATE: August 19, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Bids Due: **August 31, 2020 at 5:00 p.m. (CHANGED)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of two (2) pages.

Note the following changes and prepare your submittal accordingly:

1. IMPORTANT PROPOSAL SUBMISSION INFORMATION – Page 2

2. Section C – Technical Proposal Format – Change Letter/Name of Attachments as follow:
   Attachment B – Change to Price Proposal Form
   Attachment C - Change to SWAM Form
   Attachment D – Change to Reference Page
   Attachment E (Add) - Proprietary Information Form

3. Attachment B – Price Proposal Clarification:
   Page 1 – provide the bill rates for each labor category inclusive of all Contractor fees
   Page 2 – list out all Contractor fees separately for each labor category (these fees will be a part of the evaluation criteria)

4. Bid due date changed to **August 31, 2020 at 5:00 p.m.**

5. Questions and answers will be forthcoming on a separate addendum

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: Robert Half

Print Name: Lindo Gharib Title: District Director

Signature: DocuSigned by: Lindo Gharib 6C9DE3BF08494BB... Date: 8/28/2020

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

DocuSign Envelope ID: 922446B6-A395-4CE6-AC0C-F0486C22B51C

ADDENDUM NO. 2
ISSUE DATE: August 24, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Proposals Due: **August 31, 2020 at 5:00 p.m. (CHANGED ON ADDENDUM 1)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of ten (10) pages.

Note the following changes and prepare your submittal accordingly:

1. Questions and answers. Pages 2 - 10

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: Robert Half

Print Name: Lindo Gharib Title: District Director

Signature: DocuSigned by: Lindo Gharib 6C9DE3BF08494BB... Date: 8/28/2020

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

Questions and Answers

Q.1 What is the anticipated volume/project cost?

A.1 Varies based on the needs of the department throughtout the year

Q.2 What are the anticipated number of temps to be requested in the contract period?

A.2 Varies based on the needs of the department throughtout the year

Q.3 Are any current temps being transferred from the current vendor?

A.3 No, if the awarded vendors change, the current temporary employees assigned will also change

Q.4 When is the anticipated award date?

A.4 Awards are anticipated to be made by the end of the year. Contracts are estimated to begin January 15, 2021

Q.5 Does the vendor determine pay rates or do you have these determined?

A.5 The Contractor would determine pay ranges. When a temporary worker is needed, the hiring manager will negotiate a rate with the Contractor, within the already agreed upon pay range for the job category.

Q.6 Do all positions have to be bidded on?

A.6 See Scope of Work – first paragraph under General Operational Guidelines

Q.7 What would you determine as a fair/reasonable profit a vendor should make on this specific contract?

A.7 The City cannot make this determination

Q.8 Can you give me a better idea of the evaluation criteria in terms of percentage? Is it weight more heavily on technical or commercial

A.8 Evaluation criteria are listed and evaluated in order of importance – not percentage

Q.9 Can you give me a better idea on how we can satisfy the requirements for staff on hand? Our staffing company has access to the market place the ability to find and hire workers, but we don't keep staff on hand. We are willing to subcontract work out with local companies if need be, but we don't currently hold the employees on our staff. How is this requirement satisfied? Is having resumes of possible candidates sufficient to fulfill this category?

A.9 The City is not able to recommend how requirements are satisfied. Offerors must submit proposals for meeting the required services.

Q.10 Is there any preference given to local vendors?

A.10 Awards will be made based on the evaluation criteria listed in the RFP. As part of the technical proposal response, Offerors should describe the firms ability and process to respond to City emergencies, request for services, etc. within 24 hours.

Q.11 How many temporary service workers are currently engaged in the current contract? Please also provide the bifurcation of the workers supplied by each incumbent.

A.11 See A21

Q.12 When was the existing contract started, and what is the annual monetary spent value of the current contract since inception?

A.12 See A18 for previous two years spending. Monetary spend since inception is not available at this time

Q.13 Is there any defined Not-To-Exceed (NTE) budget of this bid for the base term?

A.13 No

Q.14 How many vendors does the city intend to award?

A.14 The anticipated number of awards will be three to four

Q.15 What information city is expecting in response to point # 14 of the technical proposal mentioned on page # 13 of the RFP document?

A.15 Offeror should include any special conditions, policies, procedures, etc. for cash handling by assigned individuals.

Q.16 The alphabetical order of the attachments mentioned on page # 12 of the RFP document differs from the actual order of the attachments. Please confirm, if an offeror should use the alphabetical order mentioned on the attachments in response?

A.16 See Addendum 1

Q.17 Is there any way of removing the stipulation for the Alternate Employer Endorsement for this agreement?

A.17 This insurance requirement cannot be removed. The alternate employer endorsement is a contractual requirement due to the statutory employer language found in section 65.2-302 of the Virginia Code.

Q.18 What is the estimated budget for this RFP? If unknown, please specify previous spending.

A.18 Unknown – previous spending chart below

Fiscal Year	Allocated	Department
2019	$ 14,712.32	Finance
2019	$ 188,623.02	Public Works
2019	$ 52,920.00	Human Services
2019	$ 121,973.46	Parks/Recreation and Tourism
2019	$ 368,333.10	Waterworks
2019	$ 3,437.50	Vehicle and Equipment Services
2020	$ 42,090.00	Fire
2020	$ 372,132.24	Public Works
2020	$ 94,668.00	Human Services
2020	$ 68,236.00	Parks/Recreation and Tourism

Q.19 Is this a single or multiple award RFP?

A.19 The City intends to make multiple awards

Q.20 Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

A.20 This is not a new requirement. Current contracts awarded under RFP 2015-4415-0712 with Peopleshare Holding Corporation, Integrity Staffing Services, Inc. and Premier Staffing Source, Inc. expire January 14, 2021. Current contract awared under RFP 20-2481-3312 with Robert Half International, Inc. expires April 28, 2021. The City decided to issue one new solicitation for all temporary service workers in an effort to combine and award all contracts under this RFP.

Q.21 Please provide the total number of temporary staffs on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.

A.21 We are not able to provide the individual assignments and pay rates. The chart below shows how much each department has allocated for their temporary need thus far in 2021
(Total Ordered) and how much so far they have spent (Total Ordered-Total Balance).

Total Ordered	Total Balance	Name	Department	Job Category
1,104.00	1,104.00	PEOPLESHARE HOLDING CORPORATION	Fire	Administrative
149,834.88	149,834.88	PEOPLESHARE HOLDING CORPORATION	Sheriff	Unknown
56,702.12	50,411.64	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
70,537.60	66,586.31	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
130,751.55	127,963.26	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
241,444.80	241,444.80	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
25,833.60	23,448.96	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
26,936.00	24,864.00	INTEGRITY STAFFING SERVICES, INC.	Human Services	Administrative
320,320.00	320,320.00	ROBERT HALF INTERNATIONAL INC	Human Services	Professional Accounting
43,534.40	43,534.40	INTEGRITY STAFFING SERVICES, INC.	WW	Administrative
208,935.00	200,038.47	INTEGRITY STAFFING SERVICES, INC.	WW	Laborer
109,792.80	96,023.85	PEOPLESHARE HOLDING CORPORATION	General Services	Laborer/Custodial
9,672.00	8,258.40	PEOPLESHARE HOLDING CORPORATION	General Services	Administrative

Q.22 Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.

A.22 See separate attachments

Q.23 What are the most frequently used job categories in the subject matter RFP?

A.23 Laborers

Q.24 What is the average length of the assignment?

A.24 Assignments are "generally" less than three (3) months; however, there is no guarantee being provided of a minimum time frame for a placement.

Q.25 List of benefits current employees receiving from the incumbent.

A.25 The City does not know what benefits incumbents provide to their employees

Q.26 List of client mandates holidays

A.26 The City currently follows the following holidays-and as such-certain departments are closed.

A. New Year's Day (January 1) B. Dr. Martin Luther King's Birthday (Third Monday in January) C. George Washington's Birthday (Third Monday in February) D. Memorial Day (Last Monday in May) E. Independence Day (July 4) F. Labor Day (First Monday in September) G. Veteran's Day (November 11) H. Thanksgiving Day (Fourth Thursday in November) I. The Friday following Thanksgiving Day J. Christmas Eve (December 24) – Observed as four (4) hours only, and provided that December 24 falls during the normal Monday through Friday work week K. Christmas Day (December 25). *2021 Juneteenth was added

Q.27 List of vacation and holidays current employees receiving from the incumbent.

A.27 Unknown

Q.28 What is Mandate Living wage and Supplemental benefits?

A.28 The minimum wage in Virginia is 9.75. No other benefits are offered to temporary employees through the City.

Q.29 Details on benefits package current incumbent providing to temp staff.

A.29 Unknown

Q.30 Do we need to provide sample or live resumes on the job titles mentioned in the solicitation? If yes how much per job title?

A.30 This is up to each Offeror. They may include to show ability to fill the requirements of the the RFP.

Q.31 Could you please change the mode of submission of the response to email due to Covid-19?

A.31 See Addendum 1

Q.32 Is it mandatory to take Small/Women-Owned Minority or Service Disabled Veteran-Owned Business as a sub-contractor?

A.32 It is not a mandatory requirement; however, it is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM.

Q.33 If applicable, who is the incumbent for these services and for how long have they served City of Newport News in this capacity?

A.33 See A20 – Contracts awarded under RFP 2015-4415-0712 began January 2015, Contract awarded under 20-2481-3312 began April 2020.

Q.34 What are City of Newport News current [APPLICABLE RATES] for the positions listed in the solicitation?

A.34 See separate attachments

Q.35 What is City of Newport News historical usage and yearly spend for this contract during the past three (3) years?

A.35 See A18 for previous two years spending

Q.36 What is the anticipated annual and total spend for this contract?

A.36 Unknown

Q.37 Are there any PPE requirements?

A.37 Certain positions will require PPE and the City will provide

Q.38 When does City of Newport News anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

A.38 See A4

Q.39 Are respondents required to bid on all positions in order to be deemed responsive?

A.39 See A6

Q.40 If not all-or nothing, will bidding on only select positions negatively impact respondents' evaluation score?

A.40 No

Q.41 Will positions be remote due to COVID-19?

A.41 Assignments can be remote or in person

Q.42 Will City of Newport News accept Online submission due to COVID-19?

A.42 See Addendum 1

Q.43 To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will City of Newport News accept letters of attestation in lieu of actual background check results?

A.43 Yes

Q.44 Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to City of Newport?

A.44 It is up to each Contractor to determine how they absorb background fees

Q.45 Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to City of Newport News?

A.45 Exceptions will not cause Offeror to automatically be disqualified; however, depending on the exceptions, it may cause Offeror to not be shortlisted and/or not considered for award

Q.46 With respect to Affordable Care Act (ACA) costs, would City of Newport News prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates? Please clarify.

A.46 Incorporated into the proposed rates

Q.47 If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

A.47 Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

Q.48 On page 12 section 2, The attachments are listed in the order you want them, however the attachment letter does not match the description. For example: the second bullet point says "Attachment B – Completed SWAM Form" - However the SWAM form is labeled as Attachment C. Could you please clarify the order and the correct attachments?

A.48 See Addendum 1

Q.49 Would the City of Newport News be able to share the rates that were agreed upon in the last contract award or is this information publically available?

A.49 See separate attachments

Q.50 Will any employees be rolled over into the newly awarded staffing firms and if so, are we allowed to offer discounted rates?

A.50 No, if the vendors change, the current temporary employees assigned would also change.

Q.51 Attachment C - Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements, states, "Completed Form may be submitted with the Proposal or be submitted prior to award." Please confirm Attachment C does not have to be included with the company's proposal submission. Additionally, since there is "0" requirement for SWAM company participation, is SWAM participation assigned points or scored and taken into consideration for proposal evaluation?

A.51 Attachment C does not have to be included in the proposal but must be submitted prior to award. SWAM pariticapation is not an evaluation criteria – see Section C of the RFP for the evaluation criteria.

Q. 52 Regarding Page 19, J. Transitioning Existing Temporary Services Workers: How many incumbents will be assumed by the new vendor(s)?

A. 52 If the vendors change, the current temporary employees assigned would also change.

Q.53 Do we need to have a local business license for the City? If so, will this be required at the time of bidding at the award?

A.53 See #16 Section A. It is the responsibility of Contractor to determine if a local business license is required. More information can be found at https://www.nnva.gov/35/Business

Q.54 Does the City provide any paid vacation, paid sick day, or paid holidays to temporary employees?

A.54 No

Q.55 Does the City provide any benefits or contributions to benefits [medical, dental, visions] for temporary employees?

A.55 No

Q.56 Are there any Service Level Agreements [SLA's] expected? Such as:
a. Time frame we must make a submission after a new requirement is received
b. Number of Candidates to submit for each opening/headcount
c. Time frame of when a candidate is required to start after a new requirement is received

A.56 Contractor is expected to be able to meet all requirements upon contract execution

Q.57 Does the City have a holiday schedule for the calendar year? If employees are required to work on holidays, are they paid overtime or straight time?

A.57 The City will pay straight time. See A26

Q.58 Will 3rd party technical testing be required for candidate qualification before submission?

A.58 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.59 Is it expected that we meet each candidate face-to-face before submission to the City?

A.59 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.60 Are we permitted to send potential candidates from outside of the City, other parts of Virginia and the continental US as long as they are aligned with the payrate?

A.60 Yes

Q.61 Is there a maximum amount of time that a temporary employee can stay on a project?

A.61 See A24

Q.62 Does the City have any reporting requirements that would be required?

A.62 Monthly reporting

Q.63 Due to COVID, would we be required to provide Personal Protective Equipment to our Temporary Workers?

A.63 No, the City will provide

Q.64 What was the actual spend for this project for the previous year?

A.64 See A18

Q.65 What is the anticipated headcount in terms of temporary employees? If this is not known, is it possible to get the number of temporary employees from last year?

A.65 See A21

Q.66 Are the previous bidders' responses for the previously awarded proposal a matter of public record? Is it possible to get a copy of these?

A.66 See separate attachments

Q.67 Is it mandatory for the awarded bidder to have a local presence in the City of Newport News [City]? If so, can this be implemented at the time of award?

A.67 See A10

Q.68 Does the City provide parking for temporary employees?

A.68 Yes

Q.69 At the time of submission, do we need to provide any sample documentation of insurance [COI & Workers Compensation]?

A.69 See Section B #12 of the RFP

Q.70 Is it possible to get the pay rates for the positions included in the RFP for informational purposes?

A.70 See separate attachments

Q.71 Will reference checks be conducted for all bidders who submit a response or only for those bidders that have been shortlisted?

A.71 Reference checks may be conducted for all Offerors that submit a proposal

IMPORTANT PROPOSAL SUBMISSION INFORMATION

Due to COVID-19, the logistics of submitting paper proposals has changed. Therefore, the City has modified its policies and will temporarily accept proposals via email.

Offerors shall submit proposals in accordance with the submission requirements contained in *Section C, Submission Requirements and Evaluation* of the Request for Proposals. Proposals may also be submitted via email, provided they are also received by the due date and time specified above. If sent via email, Offerors must follow-up by submitting all required paper or electronic versions identified in *Section C, Submission Requirements and Evaluation* in order for the City to consider a firm for award.

Proposals received after the deadline will not be considered regardless of the method of delivery. The City cannot guarantee receipt of proposals sent via Email. Offerors may follow up and obtain confirmation from the City that their proposals have been received.

Note: The maximum file size the City can receive via email is 40MB (including the email message).

When submitting proposals via email, Offerors are encouraged to use options to minimize file size (i.e. compressed file, zip file/folder, etc.). Additionally, if the regular email size constraints are too restricting, Offerors may send using cloud based electronic services such as Dropbox, Google Drive, etc.

All Offerors submitting proposals via email shall use the following solicitation-specific email address: RFP21-1160-6025@nnva.gov

ATTACHMENT B
PRICE PROPOSAL

(Completed Form shall be submitted with the proposal)

OFFEROR NAME: _____

The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports.

Provide the anticipated hourly rates for each category below.

The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract. Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

General Categories:

Category	Low Hourly Rate	High Hourly Rate
Laborers		
Craft Workers and Operatives		
Administrative Personnel	$19.00	$30.00
Technicians		
Professional Staff	$25.00	$60.00
Service Workers		

Rates for Professional Accounting Categories:

Category	Low Hourly Rate	High Hourly Rate
Accounting - Administrative (Assistants assigned to the accounting group)	$20.00	$26.00
Accounting - Technical (Mid-level Accountants, Coordinators or Specialist)	$24.00	$30.00
Accounting – Professional (Manager – Senior level Accountants)	$55.00	$85.00

ATTACHMENT B
PRICE PROPOSAL (continued)

(Completed Form shall be submitted with the proposal)

Provide the Contractor's fee for each position category identified above: The fee should include overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. The fee may be expressed as a percentage, flat fee, etc.

ATTACHMENT C
SMALL, WOMEN-OWNED, MINORITY-OWNED AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS

Rev: 8/1/2019

(Completed Form may be submitted with the Proposal or be submitted prior to award)

BIDDER/OFFEROR NAME: _____

It is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM. The success of the City to track the amount of business provided by SWAM firms (whether as a prime contractor or a subcontractor) is dependent upon City Contractors partnering with us in this important endeavor.

BIDDER/OFFEROR'S RESPONSIBILITIES:

A. Affirmative Steps: Bidders/Offerors shall take affirmative steps prior to submission of bids/proposals to facilitate participation in contracts by SWAM firms by providing subcontractor or sub-consultant opportunities or by partnering with a SWAM firm. Such efforts may include:

(1) Establish and maintain a current list of small, women-owned, minority-owned and service disabled veteran sources available to provide goods/services.

(2) When feasible, segment total work requirements to permit maximum SWAM participation through subcontracts or partnerships.

(3) Assure that SWAM firms are solicited whenever they are potential sources of goods or services. This step may include:

a. Sending letters or making other personal contact with SWAM firms and SWAM related associations. SWAM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

(i) Specific description of the work to be contracted;
(ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
(iii) Date the information is due to the Bidder/Offeror;
(iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWAM subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other resources to obtain certification or identify subcontractor or sub-consultants.

B. Bidders/Offerors are <u>required</u> to respond to 1-3 below to be deemed *responsive. This information may be* submitted with their bid/proposal or prior to award.

1. If you are a SWAM firm please indicate type(s) below:

Small Business ☐ **Woman-Owned** ☐ **Minority-Owned** ☐

Service Disabled Veteran (SDV) ☐

Disadvantaged Business Enterprise (DBE) Federal Designation ☐

Certification by (SBSD, Other U.S. State Entity, Local Government, etc.):
attach certificate if available _____

_____

Certification #: _____

2. In the spaces below, state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a SWAM business enterprise, put zeros in the spaces below).

Total dollars to be sub-contracted:		Company Name:
Total **Small Business**	$_____	_____
Total **Woman-Owned**	$_____	_____
Total **Minority-Owned**	$_____	_____
Total **SDV** Dollars	$_____	_____
Total **DBE** Dollars	$_____	_____

3. If you do not plan to utilize such firms in this contract, state your reasons:

_____

RESOURCES

For your reference a link to the Virginia Department of Supplier Diversity (SBSD) SWAM Directory is provided here: https://www.sbsd.virginia.gov/directory/

Other Resources

National Minority Supplier Development Council	www.nmsdc.org
Carolina-Virginia Minority Supplier Diversity	www.cvmsdc.org
Small Business Administration	www.sba.gov

*Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on **eVA**. This a tool to aid in establishing prime and subcontractor relationships.*

ATTACHMENT D
REFERENCE PAGE

MUST BE FOR EQUIVALENT SERVICES

(Completed Form shall be submitted with the Proposal)

Do Not Include the City of Newport News as a Reference

OFFEROR NAME _____

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Old Dominion University	5215 Hampton Blvd., 2nd Floor	Norfolk, VA 23529	
Contact	**Title**	**Telephone**	**Email Address**
Kim Ross	Director of Accounting	757-683-4471	• kjross@odu.edu
Description of Work Performed:		Contract Amount: $	
• Accountemps have partnered with Kim for over 10 years. We have placed multiple			
candidates from accounting clerks to degreed accountants that have been a great asset to her organization			

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
CMA-CGM	5701 Lake Wright Drive	Norfolk VA 23502	
Contact	**Title**	**Telephone**	**Email Address**
Patty Reed		757-853-6781	• Usa.preed@cma-cgm.com
Description of Work Performed:		Contract Amount: $	
• Accountemps and OfficeTeam have provided temporary services to CMA, CGM for the past 15 yrs! We have provided a high volume of project support and long term placement and have placed over 200 candidates!			

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Kings Creek Plantation	191 Cottage Cove Ln.	Williamsburg VA 23185	
Contact	**Title**	**Telephone**	**Email Address**
Sandra Lane		757-345-6744	• slane@kingscreekplantation.com
Description of Work Performed:		Contract Amount: $	
• OfficeTeam and Accountemps have provided seasonal and long term temporary candidates to Kings Creek for over 18 years			
We have been instrumental in providing temporaries during their peak season, and have placed over 75 candidates!			

ATTACHMENT E
PROPRIETARY INFORMATION

(Completed Form shall be submitted with the Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

( ) **No**, the proposal does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information in contained in the proposal.**

Robert Half®

August 19, 2020

Sonja Eubank
City of Newport News
2400 Washington Ave., 4th Floor
Newport News, VA 23607

Dear Sonja:

Thank you for inviting Robert Half to participate in the City of Newport News Request for Proposal process. Our completed response is attached.

Founded in 1948, Robert Half International is the world's leading provider of specialized staffing services. Our expertise lies in supplying just-in-time professionals for specialized needs in distinct markets. This includes temporary, contract and full-time professionals in the fields of accounting, finance, administrative and office support, legal, creative, and information technology. Robert Half maintains seven specialized divisions through its network of more than 300 branch offices located throughout the U.S. and in leading international centers of business.

While navigating the dramatic shift in the world's economy, many organizations – large and small – face new yet far-reaching challenges. In the first quarter 2020, the employment picture pivoted from a tight job market with limited candidate availability to record high unemployment numbers. With the current employment situation in a state of uncertainty, many companies have responded by utilizing remote work options for many roles and are proposing alternate work methods, schedules, and technologies. Robert Half has always been a pioneer. Our specialized temporary staffing business was started in response to our clients' needs, and we're taking a similar approach today. We're listening to our customers and addressing their unique requirements through leading-edge technology, and remote resources and solutions. As an example, we have already established methods by which the skilled professionals we place in temporary roles can work for our clients on a remote platform.

Finding the talent your company needs is easier and more cost-effective when you partner with Robert Half. Many of our Staffing Professionals have previously had careers in the industry for which they recruit; many also have advanced degrees or qualifications in their field of expertise. They understand the positions you need to fill, are experienced at assessing skills, and will present highly skilled professionals.

For more than 70 years, Robert Half has been the most respected and recognizable name in our industry. For 23 consecutive years, we have been named to *FORTUNE* magazine's "*World's Most Admired Companies*" list and are again this year listed as the top-ranked staffing firm. Robert Half is committed to providing superior customer service and maintaining the high professional and ethical standards that have earned our customers' loyalty and our industry's respect.Robert Half is committed to providing superior customer service and maintaining the high professional and ethical standards that have earned our customers' loyalty and our industry's respect.

Thank you for considering our proposal. Robert Half looks forward to expanding our current partnership with the City of Newport News. Should you have any questions, please contact me at 804-965-9600.

Lindo Gharib
District President

Proposal for

From:

Robert Half®

Savanah Crawford
Branch Manager
August 17, 2020

About Robert Half

Robert Half is the world's leading provider of specialized staffing services. Founded in 1948, Robert Half is a publicly traded company, which is listed on the New York Stock Exchange under the symbol RHI. The company has more than 300 wholly owned branch offices located throughout North America, South America, Europe, the Middle East, and the Asia-Pacific region.

Robert Half operates seven separate divisions, each serving distinct niche markets. They include: Accountemps, Robert Half Finance & Accounting and Robert Half Management Resources, for temporary, full-time and project professionals, respectively, in the fields of accounting and finance; OfficeTeam, for highly skilled temporary administrative support; Robert Half Technology, for information technology professionals; Robert Half Legal for temporary, project and full-time staffing of attorneys, paralegals and legal support personnel; and The Creative Group, for creative, advertising, marketing and Web design professionals.

Beginning in 1986, Robert Half's current management team led the firm from a small franchisor to its present position as an international operating company in the staffing industry by reacquiring franchises, opening new offices and starting new divisions. Under the leadership of Max Messmer, Robert Half embarked on a new era of internal growth and financial success. Just three years after its formation, in January of 1990, Robert Half became one of only a few staffing firms to meet the exacting requirements for acceptance into the New York Stock Exchange, having amply demonstrated the proven track record of earnings and management stability required of NYSE-traded firms. Since the acquisition, the company has grown from $7 million in operating revenues to our current level of $5.8 billion for FY2018.

Most of our Staffing Professionals have previously had careers in the professions and industries they serve. They understand the function of the position to be filled, the work to be done and the skills needed.

For example:

Most of the Staffing Professionals in our Finance and Accounting divisions have significant experience that qualifies them to evaluate candidates; many have held a significant position with a bank or financial services company, are a CPA or have other advanced certifications.

Our staffing professionals understand your business environment. Their candidate interviews are more focused. Their questions dig deeper. And they evaluate candidates more accurately. In short, they help you hire people who can hit the ground running, fit more smoothly into your operation, and be less likely to turnover. These are differences that matter if you want to save time and money on staffing.

Why Choose Robert Half

Robert Half is the world's leader in finance and accounting staffing.

Our position as the world leader in the placement of full-time and temporary professionals in the financial and accounting disciplines is well known. In 2018, we filled nearly 78,000 assignments in that sector.

We are the industry's recruiting leader.

Last year we placed more than 212,700 professionals. These highly skilled candidates came to us not only because we have more job opportunities but also because of our strong name recognition, long and respected history in the staffing industry, and strong community ties.

- We have job opportunities posted on some 900 job boards on an average day. We've built strong national partnerships with popular job boards including Monster and CareerBuilder, and search engines including Yahoo! and Google.

- We market aggressively and take full advantage of emerging technologies such as podcasts and online social networks to attract highly skilled professionals.
- Our own internal database contains profiles for more than 7 million candidates. Our Staffing Professionals have access to a broad variety of resume banks.
- Because of our reputation as a leader and innovator, search engine and job board partners often ask us to work with them to pilot or test new search engines and other employment-related innovations and improvements.
- Each of our divisions maintains close strategic business alliances and national agreements with the world's premier trade associations. Such alliances are rare among staffing firms. They greatly enhance our ability to meet and recruit highly skilled professionals since candidates involved with such organizations are typically more serious about their careers and more dedicated to their professions.

Robert Half is more responsive.

We commit to filling your job within 2 to 48 hours. We can make this commitment because we've already personally interviewed the candidate, verified right-to-work information, and completed any testing and reference checks before you ever receive a candidate's name.

We deliver qualified, vetted candidates.

We are faster at providing you with highly skilled professionals because we have the largest proprietary candidate database in the industry-and the largest network of local offices to conduct your search. Every one of our Staffing Professionals has instant access to the profiles of more
7 million highly skilled and pre-evaluated professionals.

We provide broad geographic coverage.

With more than 300 offices worldwide, we offer you candidates in most major U.S. markets and leading international business centers. Robert Half Staffing Professionals in each of our offices have access to every candidate and job opening in our proprietary corporate database.

Robert Half is stable and financially sound.

We've been in the staffing business for more than 70 years. Robert Half's annual revenue for 2018 was $5.8B. We have virtually no debt. Our client base is large and diverse. In 2018, no single client contributed more than 4% of our total revenue. We continue to generate strong cash flow from our operations, and ended 2018 with $277M in cash and cash equivalents.

We are a recognized and respected authority on staffing.

Robert Half is a leading source for information on employment issues and trends. Government organizations, universities, libraries, corporations and individuals around the world consult Robert Half regularly for employment-related statistics, analyses and forecasts.

Our highly respected annual salary guides are our best-known publications. A wide variety of businesses rely on these guides to provide valuable assistance in determining salaries for new employees. In fact, the U.S. Dept. of Labor's Bureau of Labor Statistics uses them to compile their annual Occupational Outlook Handbook.

Robert Half shares a wealth of additional employment-related research and statistics with the public on a regular basis via columns, articles, newsletters, booklets, speeches, and press releases. And, of course, we keep our clients and candidates up-to-date regarding current and emerging hiring trends.

Robert Half Divisions

Our Accounting divisions are well qualified to help you meet your staffing solution. Following is an outline of each.

Accountemps®
A Robert Half Company

Accountemps is the world's first and largest specialized temporary staffing service for accounting, finance, and bookkeeping professionals.

We provide highly qualified candidates on a contract and contract-to-hire basis through an accounting or finance department, and can provide your company with:

- Accounting Clerk
- Accounting Manager
- Accounts Payable Clerk
- Auditor
- Billing Clerk
- Bookkeeper
- Controller
- Cost Accountant
- Credit & Collections
- Financial Analyst
- Financial Services
- Payroll Clerk
- Senior Accountant
- Staff Accountant
- Tax Preparation

We have a proven reputation for excellence.

Accountemps, the industry leader for more than 40 years, is known for establishing long-term relationships with our client and candidates.

Our high level of service is verified by the many candidates originally placed on temporary assignments who have transitioned to full-time employment.

Our commitment to our client starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We know your business.

Many of our Staffing Professionals have personal experience working as accounting, finance and bookkeeping professionals. In fact, many hold a CPA or other advanced certification.

They are uniquely qualified to find accounting professionals who can "hit the ground running" on the first day of their assignment.

We find the people you need.

Accountemps has long-established, strategic business alliances and national agreements with the world's premier accounting and finance trade associations. Our alliances demonstrate our commitment to the profession, and give us valuable access to top candidates that other firms can't offer. These alliances are with:

- American Institute of Certified Public Accountants® (AICPA)
- American Payroll Association (APA)
- Accounting and Financial Women's Alliance (AFWA)
- Association of Latino Professionals for America® (ALPFA)
- The Institute of Internal Auditors (IIA)
- Credit Institute of Canada (CIC)
- Canadian Institute of Chartered Accountants (CICA)

Robert Half® Management Resources

Robert Half Management Resources is one of the world's largest providers of senior- and management-level accounting and finance professionals for interim assignments and projects.

Our clients have found they can reduce their costs by hiring our consultants to staff complex finance and accounting projects. However, because we are not a public accounting firm and do not perform attestation services, clients can rest assured that our work will meet the independence guidelines of today's regulatory environment.

Robert Half Management Resources represents professionals with proven experience in the following areas:

Accounting

- Cost Accounting
- Revenue Recognition
- Financial Reconciliation
- Discontinued Operations
- Business Combinations

Audit & Compliance

- Sarbanes-Oxley Compliance
- International Financial Reporting Standards
- Audit/Audit Preparation
- SEC Reporting
- Regulatory Reporting

Finance

- Consolidated Financial Reporting
- Financial Planning & Analysis
- Budgeting & Strategic Planning
- Mergers & Acquisitions
- Financial Restatements
- Bankruptcy & Turnaround

Taxation

- Corporate & Individual Income Tax
- Sales & Use Tax
- Property & Real Estate Tax
- International & Expatriate Tax

Interim Management

- Chief Financial Officer
- Vice President/Director Of Finance
- Chief Accounting Executive
- Controller/Assistant Controller

Treasury

- Treasury Management
- Cash Management
- Credit Facility Analysis

Information Technology

- IT Audit
- Financial Systems
- Human Resources Systems
- Payroll Systems
- Business Systems
- Financial Systems Report Writing
- XBRL

Operations Management

- Business Process Improvement
- Supply Chain Management
- Inventory Planning and Reporting
- Logistics & Distribution

We have a proven reputation for excellence.

Robert Half Management Resources–a division of Robert Half–is known for establishing long-term, ongoing professional relationships with both clients and candidates.

Our commitment to our client starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We know your business.

The Staffing Professionals at Robert Half Management Resources are uniquely qualified to find professionals who can "hit the ground running" the first day of their assignment.

Many of them possess a CPA, CA, CMA, CGA, CIA, MBA or other professional designation. They understand the challenges you face, and can swiftly and efficiently assess consultants' skills and experience to find candidates that align strongly with your specific needs.

We find the people you need.

From streamlining accounting processes to ensuring the integrity of financial controls or implementing new financial systems, Robert Half Management Resources can locate highly experienced consulting professionals you need.

We place consulting professionals with companies ranging in size from start-ups to members of the Fortune 1000 to provide specialized expertise in areas including:

- Financial Reporting
- Corporate Taxation
- Internal Audit and Compliance
- Mergers and Acquisitions
- Accounting and Finance Management
- Enterprise Resource Planning
- Financial Systems Implementation

We can even fill critical "C-level" positions on an interim basis, including chief financial officer, vice president/director of finance, chief accounting executive, chief compliance officer, controller/assistant controller, or internal audit manager.

On average, the consultants we place have more than 12 years of relevant professional experience and hold a variety of certifications, including CPA, CA, CGA, CIA, CISA, CMA, CFA, CFE and PMP.

Our network of more than 140 offices worldwide, we maintain a database of more than 3 million finance and accounting professionals with deep, specialized experience and skills.

We also have strategic alliances with leading professional associations that recognize our dedication to the industry and the value we provide. These alliances give us valuable access to top professionals that other firms can't offer.

Our professional affiliations in the U.S. and Canada include:

- The Institute of Internal Auditors (IIA)
- American Institute of Certified Public Accountants (AICPA)
- Financial Executives International® (FEI)
- Association of Latino Professionals for America® (ALPFA)
- Financial Executives International, Canada (FEI Canada)
- Canadian Institute of Chartered Accountants (CICA)

OfficeTeam®
A Robert Half Company

OfficeTeam is a global staffing provider of specialized, highly skilled administrative personnel on a temporary and full-time basis. Through our more than 300 locations worldwide, we provide companies with skilled administrative professionals who can fill roles including:

- Executive Assistant
- Administrative Assistant
- Customer Service
- Project Coordinator
- Marketing Assistant
- Receptionist
- Data Entry Specialist
- Office Manager
- Human Resources Assistant

We have a proven reputation for excellence.
Founded in 1991, OfficeTeam is a division of Robert Half, the recognized leader in specialized staffing.

We are committed to establishing continuing, professional relationships with our clients and candidates. That commitment starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We understand your business.
OfficeTeam Staffing Professionals can assist with your staffing need through their knowledge of the local business landscape and by addressing your employment requirements.

Many have prior industry experience in human resources, office technology, and administration; they understand the positions our clients want to fill and the skills they require.

We know how to find the people you need
Our proprietary database gives us access to more than two million qualified candidates.

And our high professional standards require that each candidate be interviewed in our office before being added to our database. This allows our Staffing Professionals to meet the candidate in person to review their work history, verify right-to-work documents, assess job skills, and gain an overall impression of the candidate that phone interviews can't provide.

OfficeTeam maintains a professional alliance with RetirementJobs.com, which enhances our position as the leader in our industry and greatly increases our access to skilled candidates. We are proud to have been awarded *RetirementJobs.com*'s Friendly Employer Certification, which recognizes employers that maintain policies, practices and programs that encourage employment of people age 50+.

Additionally, OfficeTeam's branch locations across the U.S maintain memberships with influential local organizations including many Chambers of Commerce. In Canada, we maintain an alliance with the Human Resources Institute of Alberta (HRIA).

Robert Half® Technology

Launched in 1994, Robert Half Technology is a leading specialized consulting service providing IT professionals on a contract, contract-to-hire, and full-time basis, and a division of Robert Half International, the largest and most admired staffing firm in the U.S.

With more than 120 offices in the U.S., Canada and 14 other countries around the world, Robert Half Technology specializes in Software & Applications and Infrastructure & Operations. We provide managed IT service solutions worldwide to organizations that require on-demand technical expertise. The following business functions are representative of the technology project services that our Robert Half Technology offices can provide:

Software & Applications

Development

- Application & Web Development
- Architecture
- Systems / Requirements Analysis
- Systems Standards & Policies
- Testing

Project Management / Business Analysis

- Business Intelligence
- Change Management
- Development Lifecycle
- Implementation
- Workflow Processes

Systems Integration

- ERP Integration / Customization
- CRM Consulting & Integration
- System Conversions / Installations

Data / Database Management

- Data Analysis, Integrity, & Modeling
- Data Warehousing & Reporting
- Database Design & Development
- Development, Administration & Management

Internet / Intranet

- Collaboration Tools / Content Management
- Website Design, Development & Support
- Development & Administration
- E-commerce Development

Infrastructure & Operations

Help Desk / Technical Services

- Desktop and Software Support
- Help Desk Support
- PC / Applications Deployment
- Smartphone / Tablet Support
- Technical Trainers

Infrastructure Management

- Backup and Recovery / Business Continuity
- Development and Administration
- Design Architecture
- Server Management / Administration
- Storage Management
- Virtualization

Networking

- Administration, Maintenance & Troubleshooting
- Design
- Implementation
- Management
- VoIP and Wireless

Security

- Audit Compliance
- Encryption
- Firewall Implementation / Maintenance
- Intrusion Detection / Penetration Testing
- Virus Protection
- Vulnerability Assessments / Audits

We have a reputation for excellence
Robert Half Technology is a leading and highly respected provider of specialized talent for the IT industry. With our strong national presence, we are ideally positioned to meet a diverse range of client needs and are committed to establishing long-term relationships with our clients and candidates.

Our commitment to our client starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We understand your business
In addition to their extensive knowledge of the local technology marketplace, many of our Staffing Professionals are also IT professionals with solid experience in the industry. That expertise, combined with Robert Half Technology's deep resources, makes our Staffing Professionals better able to respond quickly to your specific staffing needs and requirements.

We find the people you need
Robert Half Technology maintains strategic business relationships and national agreements with leading technology trade associations and software developers. These relationships confirm our long-standing commitment to the profession, and significantly improve our ability to gain unique access to highly skilled professionals, including those not actively seeking employment.

Robert Half Technology has business affiliations with:

- *Microsoft® Partner Network (MPN Gold / Silver):* Part of a worldwide program for companies providing services, developing solutions or distributing software based on Microsoft technologies. Robert Half Technology is recognized as a proven Microsoft Solutions provider, which allows our consultants to continue developing and upgrading their Microsoft solutions-related skills.
- *Oracle® (as a Gold Partner):* Robert Half Technology is proud to be a Gold Partner in the Oracle Partner Network. As a member in this program, Oracle has recognized Robert Half Technology for its commitment to establish Oracle related in–depth expertise and excellence in delivering Oracle products and services to uniquely address the challenges of joint customers and partners.
- *International Association of Microsoft Channel Partners (IAMCP):* The IAMCP represents Microsoft's best of breed partners from around the globe. The organization, formed in 1994, provides Microsoft Partners a voice into Microsoft programs, to the IT community at large, as well as a vehicle to facilitate mutual growth and business development among partners.
- *HDI (formerly the Help Desk Institute)*: Through this relationship, Robert Half Technology provides valuable career resources to the support services community. This includes salary data, market research, and career advice, which is shared through HDI's online career center and other member publications.

Insurance Coverage Statement

All Robert Half divisions are covered by Workers' Compensation and Employers' Liability Insurance policies as prescribed by law. Our company also carries Commercial General Liability Insurance and Errors and Omissions coverage, and all of our employees are covered under our Fidelity Bond. A summary of our coverage is included for review.

Coverage	*Limit of Liability*	*Insurer*	*Description*
Commercial General Liability	$2,000,000 each occurrence $5,000,000 Aggregate	Federal Insurance Company	Covers Bodily Injury / Property Damage and Personal Injury Liability
Automobile Liability	$2,000,000 each Accident	Federal Insurance Company	Covers Bodily Injury and Property Damage Liability; coverage applies to non-owned and hired vehicles. (Employees responsible for damage to their own vehicles.)
Umbrella Liability	$5,000,000	Federal Insurance Company	Supplemental insurance utilized to cover claims above and beyond the amount covered by our primary policies.
Workers' Compensation	Statutory	Ins. Company of the State of PA	All states except those where coverage is provided through a Monopolistic State Fund
Employer's Liability	$1,000,000	Ins. Company of the State of PA (1) Federal Insurance Company (2)	(1) All states excluding monopolistic states (ND, OH, WA, WY) (2) Stop gap coverage for monopolistic states
Professional Liability	$5,000,000	Executive Risk Indemnity Inc.	Includes Coverage for Robert Half Temporary Employees in the course of their employment as an Employee of Client.
Crime	$5,000,000	Executive Risk Indemnity Inc.	Includes Coverage for Robert Half Temporary Employees in the course of their employment as an Employee of Client.

The statement of Insurance Coverage contained in this document is for reference only and is not a complete description of the Insurance Coverage afforded by the policies and insurers listed above. The Insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown above may have been reduced by paid claims.

United States Branch Office Locations

ALABAMA
Birmingham

ARIZONA
Chandler
Phoenix (2)
Tucson

ARKANSAS
Fayetteville
Little Rock

CALIFORNIA
Bakersfield
Burbank
Carlsbad
Cerritos
City of Industry
El Segundo
Fairfield
Fremont
Fresno
Irvine
La Jolla
Laguna Niguel
Long Beach
Los Angeles
Modesto
Monterey
Oakland
Ontario
Orange
Oxnard
Palm Springs
Palo Alto
Pasadena
Pleasanton
Rancho Bernardo
Rancho Cordova
Riverside
Sacramento
San Diego
San Francisco
San Jose
San Mateo
San Ramon
Santa Barbara
Santa Clara
Santa Rosa
Stockton
Torrance
Visalia
Walnut Creek
Westlake Village
Westwood
Woodland Hills

COLORADO
Boulder
Colorado Springs
Denver
Englewood
Lakewood

CONNECTICUT
Danbury
Hartford
New Haven
Shelton
Stamford

DELAWARE
Wilmington

DISTRICT OF COLUMBIA
Washington (2)

FLORIDA
Boca Raton
Brandon
Coral Gables /Brickel
Ft. Lauderdale
Ft. Myers
Heathrow
Jacksonville
Miami
Orlando
St. Petersburg
Tampa
West Palm Beach

GEORGIA
Alpharetta
Atlanta (4)
Gwinnett
Macon
Savannah

HAWAII
Honolulu

IDAHO
Boise

ILLINOIS
Chicago
Gurnee
Hoffman Estates
Naperville
Northbrook
Oakbrook Terrace
Rosemont
Tinley Park

INDIANA
Fishers/Carmel
Fort Wayne
Indianapolis (2)
Merrillville

IOWA
Cedar Rapids
Davenport
Des Moines
West Des Moines

KANSAS
Overland Park

KENTUCKY
Lexington
Louisville

LOUISIANA
New Orleans

MAINE
Portland

MARYLAND
Baltimore
Bethesda/Rockville
Columbia
Greenbelt

MASSACHUSETTS
Boston
Braintree
Burlington/Lexington
Cambridge
Danvers
Framingham
Springfield
Westborough

MICHIGAN
Ann Arbor
Dearborn
Detroit/Southfield
Grand Rapids
Kalamazoo
Lansing
Troy

MINNESOTA
Bloomington
Burnsville
Minneapolis
Minnetonka/Plymouth
St Cloud
St Paul

MISSOURI
Creve Coeur
Kansas City
St Louis
Sunset Hills

NEBRASKA
Omaha

NEVADA
Las Vegas
Reno

NEW HAMPSHIRE
Manchester
Nashua
Portsmouth

NEW JERSEY
Bridgewater
Jersey City
Mount Laurel
Paramus
Parsippany
Princeton
Red Bank
Rutherford
Woodbridge

NEW MEXICO
Albuquerque

NEW YORK
Albany
Brooklyn
Buffalo
Hauppauge/Melville
New York City
Queens
Rochester
Syracuse
Uniondale
Union Square
Wall Street
White Plains

NORTH CAROLINA
Chapel Hill/Durham
Charlotte (2)
Greensboro
Raleigh

OHIO
Akron
Beachwood
Blue Ash/Sharonville
Canton
Cincinnati
Cleveland
Columbus
Dayton
Dublin
Easton
North Olmsted
Toledo
West Chester/Fairfield
Youngstown

OKLAHOMA
Oklahoma City
Tulsa

OREGON
Beaverton
Eugene
Portland

PENNSYLVANIA
Harrisburg
Hermitage
King of Prussia
Lehigh Valley
Moon
Philadelphia
Pittsburgh
Reading
Trevose
Wexford

RHODE ISLAND
Providence

SOUTH CAROLINA
Charleston
Columbia
Greenville
Spartanburg

TENNESSEE
Chattanooga
Cool Springs
Knoxville
Memphis (2)
Nashville

TEXAS
Austin
Dallas (2)
El Paso
Fort Worth
Houston (5)
Irving
Midland/Odessa
Plano
Richardson
San Antonio (2)
The Woodlands

UTAH
Salt Lake City

VIRGINIA
Alexandria
Dulles
Norfolk
Richmond (2)
Tysons Corner

WASHINGTON
Bellevue
Federal Way
Lynnwood
Seattle
Spokane

WISCONSIN
Appleton
Madison
Milwaukee
Waukesha/Brookfield

International Branch Office Locations

AUSTRALIA
Brisbane
Melbourne
Mt. Waverly
Perth
Sydney

AUSTRIA
Vienna

BELGIUM
Antwerp
Brussels
Ghent
Groot-Bijgaarden
Hasselt
Liège
Roeselare
Wavre
Zaventem

BRAZIL
Rio de Janeiro
Sao Paulo (3)

CANADA
Brampton
Burlington
Burnaby/Richmond
Calgary
Calgary Suburban
Edmonton
Fraser Valley
Kitchener/ Waterloo
Laval
Markham
Mississauga
Montreal
Montreal East
North York
Scarborough
Ottawa
Quebec City
Toronto
Vancouver
Vaughan
West Island
Winnipeg

CHILE
Santiago

CHINA
Shanghai

FRANCE
Aix-en-Provence
Lille
Lyon
Massy
Nantes
Paris (2)
Saint Denis La Plaine
Versailles

GERMANY
Berlin
Cologne
Dusseldorf
Essen
Frankfurt
Freiburg
Hamburg
Mannheim
Munich
Stuttgart
Wiesbaden

HONG KONG
Hong Kong

ITALY
Genoa
Milan
Rome
Turin

JAPAN
Osaka
Tokyo

LUXEMBOURG
Luxembourg

THE NETHERLANDS
Amsterdam
Eindhoven
Rotterdam
Utrecht

NEW ZEALAND
Auckland

SINGAPORE
Singapore

SWITZERLAND
Zurich

UNITED ARAB EMIRATES
Abu Dhabi
Dubai

UNITED KINGDOM
Birmingham
Bristol
Cambridge
Cardiff
Edinburgh
Glasgow
Guildford
Hammersmith
Leeds
Leicester
Liverpool
London (2)
Manchester
Milton Keynes
Nottingham
Reading
Southampton
Swindon
Watford
Windsor

Work Order Process

When a client contacts their local Robert Half Staffing Professional, they can rest assured that our Staffing Professional will have an understanding of the nationwide protocol for placing a temporary with them, by accessing our proprietary shared database, which will include the client's terms and conditions, positions commonly hired for, and most required skill sets.

Our top priority is providing every client with the best candidate in the shortest time possible. While we understand that our clients' hiring managers are busy, ensuring that our Staffing Professionals have a complete understanding of the duties, responsibilities, skills and experience needed will dramatically increase our ability to present a candidate who meets your requirements.

When the Staffing Professional working on your account receives a staffing request, the first step is to analyze the following key factors:

- Primary and general duties involved
- Type of equipment and software to be used
- Experience and education requirements
- Work location
- Start date
- Anticipated length of the assignment if the placement is temporary

Based on this analysis, the Staffing Professional will search the extensive Robert Half database for available candidates with the required skills.

Robert Half's Staffing Professionals customize and focus their search using our *Spotlight* system. This sophisticated, proprietary search tool incorporates artificial intelligence to streamline the search process and ensure the suitability of each candidate. Once a short list has been assembled, we contact each candidate to discuss your organization, work environment, and job assignment. We refine the list further, based on these conversations.

Spotlight gives Robert Half a true advantage over competitors by equipping our Staffing Professionals to quickly:

- Cross-reference specific job order criteria and candidate information to produce a filtered list of candidates.
- Message one or more candidates (via email and/or text), alerting them to opportunities.
- Access all candidates registered with all Robert Half offices.
- Search our proprietary database for candidates, based on an impressive and customizable variety of criteria.
- Rank search criteria in the order of its importance to the client.

Once a short list of candidates is compiled, our Staffing Professionals contact each candidate to discuss your organization, the work environment, and job assignment details. These conversations help our Staffing Professionals further refine the list of potential candidates.

Our clients trust our ability to meet any staffing request quickly, calmly and professionally - that's how we maintain our position as the world's largest specialized staffing firm.

We consider all job orders to be urgent unless our client tells us otherwise. Finding candidates with specialized skill sets, filling challenging assignments and large job orders, and handling rush requests is

routine for us. Each day Robert Half Staffing Professionals personally interview, test, and evaluate candidates, identifying the most qualified candidates within each area of specialization.

When appropriate due to job order size, the office receiving the job order will involve our other branch locations, and the office manager for each Robert Half location involved directs the staff to focus exclusively on identifying candidates until the job order is filled.

All Robert Half branches incorporate "inventory recruiting" into their daily process and are constantly identifying new candidates with the most in-demand core skill sets.

Our database is the largest in the staffing industry. It contains seven million candidates, all of whom have been interviewed and assessed, and are ready to begin work.

Our offices attract a steady stream of new applicants because we:

- Are the most recognized and established name in the staffing industry.
- Have a more than 70-year record for integrity and excellence.
- Have extensive advertising, marketing programs.
- Maintain strong alliances with professional and civic organizations and schools.

Quality

Experience has shown us that having a strong quality assurance program increases the loyalty of our clients and our candidates, and plays a critical role in our continued success. We're committed to understanding what works best for both our customers and candidates – and delivering it quickly and consistently.

Robert Half's Quality Assurance Program focuses on maintaining regular contact with our clients and candidates and evaluating our performance using the Quality Assurance Survey (QAS). This includes:

Weekly monitoring throughout the assignment period

To achieve our goal of providing consistent service, each of our field offices follows standardized practices, which include weekly contact with both the client and employee throughout the assignment period.

By obtaining immediate feedback, we can:

- Pass on positive comments to our employees as they're earned.
- Address any concerns as soon as they arise.
- Document and track any issues.
- Ensure any issues raised are brought to a satisfactory conclusion.

Candidate evaluations

Detailed reviews are completed during and after each assignment.

Customer service after the assignment is finished

At the close of each assignment, our Quality Assurance Department requests feedback from both our clients and candidates, via our web-based Quality Assurance Survey (QAS) system.

The online survey has been developed to provide our clients with an efficient tool to assess their experience with Robert Half. The survey was designed to be as brief as possible-yet able to provide

enough information to alert us to any issues relating to this particular assignment and client, or even issues that may require adjustments to our processes at a company-wide level.

Our clients are asked to use the survey's 0 to 10 rating scale to indicate:

- How likely they would be to recommend Robert Half's services to colleagues who need to fill a position.

On this point, client ratings of their likelihood to recommend Robert Half average 8.5.

On a scale of 1 to 5, clients are asked to rate their experience with Robert Half on the following criteria:

- Our ability to match candidates' skills with the skills needed for the vacancy we filled.
- Our ability to match candidates' work style with your company culture.
- The quality of our communications regarding the progress of the assignment.

When rating our ability to match skills, work style, and the quality of communications, clients have rated Robert Half approximately 4 on a 5-point scale.

Key Personnel

Savanah Crawford, Branch Manager of the Robert Half Norfolk office will manage this account for any accounting or administrative roles that are needed. Each division of Robert Half will also have a designated team member to manage the process with the City of Newport News. They are as follows:

OfficeTeam – Courtney Faircloth, OfficeTeam Division Director, 9 years of experience
Robert Half Management Resources – Trina Allen, Division Director, 16 years of experience
Robert Half Technology – Crystal Harvey, Branch Manager, 6 years of experience
Accountemps – Savanah Crawford, Branch Manager, 6 years of experience

Internal turnover rate

While the turnover rate for our internal staff varies from branch to branch, we believe that it is lower than the industry average.

Robert Half has an excellent record of promoting from within. Our operating model is designed to deliver success to our knowledgeable and hard-working employees. We offer our employees highly competitive compensation and benefits and a wide variety of outstanding training programs.

Our corporate systems and procedures are designed to ensure consistency and continuity. Within each branch office, Robert Half's specialized divisions operate on a team basis. The Staffing Professionals working in our offices share information regarding each client and candidate.

Our basic operating model ensures that information regarding each candidate presented and the description of each new job order are entered in real time. Every Division Director leads a daily meeting each morning and at the end of the day to discuss the status of every job opening and the candidates under consideration.

This means that when a client places a job order with a Robert Half office, every Staffing Professional in that location will be aware of the search being conducted for the client and can offer assistance.

Background Screening for Candidates

Robert Half Staffing Professionals meet each candidate in person to review employment history, asse ss skills and verify right-to-work documents. We do not present a candidate until we have checked the employee's references with selected previous employers to confirm qualifications and work history.

Upon client request and to the extent permitted by law, Robert Half can provide a variety of background checks conducted by third-party vendors. Robert Half will enter into a written agreement with the client outlining such background checks.

Candidate Recruitment

Robert Half has a unique advantage in attracting and retaining talent. We enjoy a long and rich history in professional staffing with widely recognizable and respected specialty staffing divisions anchored by Robert Half's global brand. That recognition did not happen overnight. For decades, we have invested heavily in supporting our brands with robust marketing and public relations programs. These efforts continue with ongoing investment in a range of the latest online channels as well as traditional marketing. In short, we believe our reputation and the current unemployment situation make the Robert Half brands more attractive to all candidates, but particularly to high-demand candidates.

We focus our recruiting efforts on:

- Leveraging our long-standing, strong relationships with major online job boards including LinkedIn, Monster, CareerBuilder, and other Social Media tools, e.g., Twitter, Facebook, Google+, etc.
- Soliciting referrals from current candidates and other sources.
- Investing in and supporting our candidates with highly competitive pay, benefits, training and professional development.
- Reaching out to highly skilled but "passive" candidates who are open to new opportunities, but aren't actively searching or posting their resume.
- Actively participating in trade associations, networking events, civic and professional groups/clubs as well as participating in and hosting job fairs.
- Leveraging targeted digital advertising platforms to reach hard-to-find candidates with unique experience and skill sets.
- Utilizing our unique network of major recruiting hubs located throughout the U.S. Recruiting hub employees are 100% dedicated to locating the best candidates available to meet our clients' temporary and consulting requirements.

Additionally, Robert Half employs several innovative, proprietary sourcing tools:

- Our **Match** tool allows us to do a search of the seven million candidates in our proprietary database and, based on industry, software, soft skill, titles and work experience rank all of the candidates based on how closely they meet the client's requirements (100%, 99%, etc.).
- **Spotlight** is a tool that can identify candidates in our database based on keyword searches of candidate resumes, interview notes and other details written in free form in our database. We recently filled a position for a client who was looking for 'paperless payables processing'. This was not a searchable criterion in our database. However with Spotlight, we searched our candidate database by market and were able to fill the position where no competitor could.
- **Integrated Messaging** provides the ability to send text messages directly from our internal database allowing us to reach our candidates more quickly. It allows our recruiters to reach a high volume number of candidates instantly with a point and click.

Evaluation Process

Our proprietary candidate assessment process ensures that we more accurately assess each candidate's skills, experience and preference for working environment so they can be a productive asset to your company from Day One.

1. The candidate's work history is evaluated through analysis of the candidate's resume and an initial phone assessment. Our Staffing Professionals conduct an evaluation of each candidate's education and employment history and formulate questions and clarifications in preparation for an interview.
2. The in-depth candidate interview is conducted by a Staffing Professional with a specific understanding of the candidate's areas of expertise and the client's requirements for the role.
    - Staffing Professionals with experience in accounting and finance, for example, interview candidates within these professional disciplines
    - With our network of recruiting hubs located throughout the United States, we are able to conduct video interviews in real time as candidates are identified and available
3. Computerized skills testing is administered leveraging our cloud-based *Match360* skills assessment system to measure each candidate's proficiencies, identify training opportunities, and provide our staffing professionals with the information necessary to match the most appropriate candidate to our clients' specific needs. *Match360* offers:
    - A library of more than 2,000 evaluations, many specific to each line of business. These are added to and updated quarterly to ensure they represent the most current technologies and programs being used in the workplace.
    - Access to *IKM TeckChek*™ assessment products, an industry leader in IT evaluations.
    - Microsoft 2016 evaluations.
    - Interactive candidate assessments that are scenario-based and some that mimic job activities.
    - Individual candidate evaluation results benchmarked against historical result averages for the branch, division, or entire company. This provides an assessment of a candidate's proficiency compared to others' with the same skill set.
    - The ability to build assessments from proprietary content, allowing us to customize evaluations to the specific needs of each client.
    - Evaluations in many native languages for Robert Half's international markets.
4. Robert Half will check employee references. In order to verify information such as professional experience, skills and rehire status for all candidates, we require that a minimum of two of the candidate's most recent supervisory references are completed prior to placement of an employee on a temporary or consulting job order.
    - Robert Half's reference check policy is mandatory, not optional and never compromised.
    - Our approach to reference checking is customized to the job order. At the core of our approach is the verification that the candidates presented have the right skills to meet our client's requirements.

Skills Enhancement for Candidates

Robert Half is committed to making professional development opportunities available to all of our employees. Our comprehensive online training program provides an impressive array of courses, books, job aides, skill-briefs and simulations that meet the training needs of business professionals.

The benefits of this program include free access to:

- Over 5,000 online training courses with customized learning paths and online mentors.
- An additional 5,000 courses in 14 languages.
- Online Referenceware℠, including over 10,000 searchable books, InstantCode and ReferencePoints® from 240 publishers.
- Over 800 courses provide CPE units certified by NASBA (National Association of State Boards of Accountancy).
- 420 courses offer Personal Developments Units (PDU) from the Project Management Institute (PMI).
- Exam preparation and courses for 175 certifications, including Microsoft®, Oracle®, Cisco® and other technology leaders.
- Industry white papers and technical quick reference guides.
- Career and management resources.

Our local offices also provide continuing education seminars for our candidates. These are available at no cost, and frequently qualify for certification credits.

Firms approach to adjusting rates:

Robert Half is open to discussing labor rate changes based on the current local market, at the time of renewal.

Experience with Similar Engagements:

CITY OF RICHMOND

In 2012, the Richmond, Virginia office secured a four year award for a temporary staffing RFP encompassing all of the affiliated agencies to provide staffing in the areas of Administrative & Customer Service (Officeteam), Accounting and Finance (Accountemps), Senior Level Accounting & Finance Consultants (Management Resources) and Accounting & Finance Loan Staff (Salaried Professionals) with the option to renew. The City's needs ranged from projects needs to staff augmentation. Our contract was renewed for the maximum seven-year period of servicing and we are currently leveraging a secondary cooperative contract (RPS) to continue partnering.

Over the course of the contract, we supplemented several key areas leading to multiple subsequent hires based on the quality and high level of service we maintained.

2019 – Procurement – the department turned over eight key purchasing and procurement roles. We provided a team of 3-4 procurement professionals over a six month period until successful hires were made. One of our placement lead to hiring their Assistant Director of Procurement.

2012 – Present – Accounting and Finance Staff Augmentation placements in the Department of Accounting & Finance, Revenue, Utilities, Parks and Recreation, Social Services and Public Works.

2012 – Present – Administrative and Customer Service placements in the Department of Accounting and Finance, Revenue, Utilities, Public Works, Gas Works, 911, the Mayor's Office, Human Resources, Social Services and the CAO's office.

Richmond Public Schools

We've partnered with RPS since 1999 providing staffing in the areas of Administrative & Customer Service (Officeteam), Accounting and Finance (Accountemps), Senior Level Accounting & Finance Consultants (Management Resources) and Accounting & Finance Loan Staff (Salaried Professionals) and Technical (Robert Half Technology). RPS needs ranged from projects, interim staff and contract to hire needs. In 2014, the Richmond, Virginia office secured a four year award for a temporary staffing RFP encompassing all of the affiliated agencies to provide Our contract was renewed for the maximum seven year period of servicing and we recently renewed for another year through July 2020.

Over the course of the contract, we supplemented several key areas and had several subsequent hires based on the quality and high level of service we maintained.

Notable highlights:

2014 – We provided a Consultant to do an assessment of all 9 major departments for process optimization. Our consultant developed a comprehensive plan for each department and recommendations on process improvement with significant revenue savings resulting.

2014 to present: placements in Accounting and Finance, Technology, Budget, Procurement, Payroll & Benefits, and Human resources.

EXHIBIT I
PROFESSIONAL ACCOUNTING
SCOPE OF WORK DESCRIPTIONS

ADVANCED ACCOUNTING

GENERAL STATEMENT OF RESPONSIBILITIES

This position is responsible for the administration and oversight of complex professional accounting work involving research, analysis, preparation and maintenance of financial records and reports. May supervise agency-wide Procurement and Vendor Management, Expenditures and Encumbrance Management; or Revenue/Grant Management and financial reporting functions. Reports to the Chief of Fiscal Operations.

ESSENTIAL JOB FUNCTIONS

Coordinates and supervises professional accounting work for the assigned fiscal unit; creating and implementing improvements to procedures, internal controls, and fiscal business systems; reviewing and approving journal entries and correcting entries; collaborating with agency and City stakeholders on day-to-day operational processes based on Federal/State/Local guidelines; gathering, communicating, performing analysis, and identifying trends of agency financial information and interpreting of Federal/State fiscal policy for Senior Management decision-making purposes; and performing subject-matter expert problem resolution for the assigned units.

Responsible for oversight and management of one or more major departmental financial functions which may include, but is not limited to, Procurement & Vendor Management; Expenditure & Encumbrance Management; or Revenue and Reporting Management. Responsibilities may include administration of the agency's P-card transactions and reporting, coordinating and monitoring Requests for Proposals and Memorandums of Understanding in accordance with established City procedures, oversight of departmental grants, coordination of accounts payable processes, general ledger management and reconciliations, asset system maintenance, budget monitoring for both City and State programs, or similar activities.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – Considerable knowledge of generally accepted accounting principles (GAAP) and governmental accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting and procurement principles and practices and multi-faceted accounting application systems. Knowledge of Federal, State, and Local laws and regulations governing the receipt, custody, and expenditure of public funds. General knowledge of public administration, grant administration, and contract law.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes meeting quality standards for services, and evaluation of customer satisfaction.
- Supervision – Knowledge of leadership techniques, principles and procedures to assign work, schedule, supervise, train, and evaluate the work of assigned staff. General knowledge of Human Resources Information Systems.
- Technology – Knowledge of fiscal business solutions, practices, and procedures including, but not limited to personal computers, for procurement and vendor management, expenditures and encumbrance management, revenue and reporting functions, spreadsheets, and related programs.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of financial tasks with reasonable speed and accuracy.
- Critical Thinking – Using logic and reasoning to understand, analyze, and evaluate complex

situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.

- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees at all levels, accounting representatives from all departments, and outside agencies. Effectively responds to and resolves difficult inquiries and disputes.
- Judgment and Decision Making – Evaluating the best method of research and then exercising appropriate judgment in establishing priorities and resolving complex matters. Considering the relative costs and benefits of potential actions to choose the most appropriate one.

REQUIRED ABILITIES

- Financial Management – Ability to perform complex arithmetic, algebraic, and statistical applications to perform financial transactions. Ability to employ accounting principles and practices in the analysis and reporting of financial data.
- Coordination of Work – Ability to establish and implement effective administrative programs and procedures. Ability to plan and organize daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Attends and maintains a calendar for meetings, deadlines and events. Performs a broad range of supervisory responsibilities over others.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand; to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing. Ability to handle a variety of human resources issues with tact and diplomacy and in a confidential manner.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Business Management, Finance or a related field with course work equivalent to a major concentration in accounting and 3-5 years of progressively responsible professional accounting experience or an equivalent combination of education and experience, including 1-2 years of supervisory experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING COORDINATION

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports.

ESSENTIAL JOB FUNCTIONS

Maintains and monitors the agency's purchase of services processes, preparation of City purchase requisitions, expenditure encumbrances, and City P-Card processes in compliance with Federal/State/Local guidelines. Responsible for the maintenance, monitoring, and recordkeeping of agency contracts, fiscal agreements, leases, and Memorandums of Understanding. Coordinates vendor management and recordkeeping to include but not limited to monitoring vendor information in SAMS, and managing the collection of vendor W-9s, vendor insurance, and vendor licenses, as applicable. May participate on RFP committees and/or provide fiscal information to support RFP decision-making. Reconciles City accounting systems with agency purchase of service system on a regular basis.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting

of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions

ACCOUNTING COORDINATOR (REVENUE AND REPORTING TEAM)

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports. Reports to the Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Coordinates and prepares financial reports and expenditure reimbursement requests in various automated accounting systems. Responsible for effective fiscal management for the department to include budget preparation, budget amendment requests, and monitoring of allowable expenditures based on Federal/State/Local fiscal guidelines. Monitors and oversees departmental grants, to include expenditures, grant revenues, and files grant reports as required. Accurately records expenditure recoupments to reflect the reduction of City and/or State expenses. Effectively manages the agency's cash collection process and follows best practice internal controls. Reconciles various general ledger accounts including but not limited to donation accounts, accounts receivable accounts, and Federal/State revenue accounts. Manages Special Welfare Funds for Foster Children.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING SUPPORT

GENERAL STATEMENT OF RESPONSIBILITIES

Under general supervision, this position is responsible for performing a full range of accounting support work, to include reviewing a variety of billings to ensure accuracy; resolving discrepancies and processing payments and assisting in developing and implementing procedures to improve methods of accounting within the department. Reports to a Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Reviews detailed accounting transactions; performs data retrievals, inquires, analysis and reconciliations from a variety of data sources; ensures that revenues generated from departmental activities and programs are recorded accurately and in a timely manner; researches discrepancies and takes proper steps to resolve matters.

Enters quick entries, purchase of service system entries and purchase order receipts for billings, travel expenses and other payment requests. Performs audits to confirm proper authorization, mathematical accuracy, adequate support documentation, accurate payee information and to determine if the payment has been properly assigned. Researches and reports 1099 miscellaneous income, unclaimed property and information for audits and assignments in support of the Expenditures and Encumbrances Senior Accountant. Researches and resolves discrepancies, resolves problems such as but not limited to payment inquiries by vendors, errors on invoices, requests and transactions. Maintains contact necessary with vendor and various City and Department staff until all discrepancies are resolved.

Performs database management and budget monitoring; tracks expenditures for human services programs; prepares journal entries of expenditures and adjustments; verifies financial statements and reports for completeness, accuracy and validity. Processes checks, financial notices, form letters, and accounting documents and ensures proper and accurate backup information accompanies related files and records.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting - Knowledge of general accounting principles, financial computations, statistical analysis and forecasting techniques. Knowledge of basic budgeting principles and practices and multi-faceted accounting application systems.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.
- Technology – Thorough knowledge of office systems, practices, procedures and administration. Knowledge of general office equipment and personal computers.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of administrative tasks with reasonable speed and accuracy.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees and all levels of management to include representatives from other departments and organizations. Effectively responds to and resolves inquiries and disputes.
- Judgment/Decision Making – Evaluates the best method of research and then exercises appropriate judgment in establishing priorities and resolving matters. Considers the relative costs and benefits of potential actions to choose the most appropriate one.

- Time Management - Plans and organizes daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.

REQUIRED ABILITIES

- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical applications. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires an Associate's Degree in Accounting, Business Management or a related field and 3-5 years of responsible accounting support work or closely related experience or an equivalent combination of education and experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or workstation.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

EXHIBIT II
INSURANCE REQUIREMENTS
Rev. 8/1/19

1. **General Insurance Requirements:**

   a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated "A" or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days' prior written notice (10 days' for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.

   b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.

   c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment , shall be with the same company. Contractor also agrees that their insurance is primary.

   d. Other insurance may be required depending on the scope of work presented.

   The City of Newport News shall be an Additional Insured in all such policies.

2. **Insurance Requirements**

   The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

   Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.

   a. **Commercial General Liability**

   The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)	$1,000,000
Property Damage per occurrence (PD)	$1,000,000
If Policy has Aggregate Provisions –	
Minimum Annual Aggregate Limit	$1,000,000

b. **Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence $1,000,000.

c. **Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer's liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL) $2,000,000

d. **Workers' Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be $1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

e. **Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News (at least 10 days' for cancellation due to non-payment of premium)."

f. **Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

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EXHIBIT III
SAMPLE CONTRACT/AGREEMENT

CONTRACT FOR
Temporary Service Workers

THIS CONTRACT is made effective this ____ day of _____, 202__ by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "**City**," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**."

WHEREAS, in response to the City's Request for Proposals (RFP) # [_____] entitled [_____], the Contractor has submitted a timely proposal to provide non-professional services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the purchase order(s), and the Contractor's proposal, all of which are incorporated by reference.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on [_____] and shall continue for one year **or** continue through [_____], with an option to renew at the City's sole discretion, for _____additional one-year periods.
4. **Payment**. The City shall pay the Contractor for services rendered as follows: **or** as identified in Exhibit A. The method for determining price adjustments, if offered, is specified in the RFP.
5. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by my mutual agreement. The City Manager or his designee may execute such amendments on behalf of the City.
10. **Suspension or Termination**. The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices**. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

SAMPLE

EXHIBIT III
SAMPLE CONTRACT/AGREEMENT continued

Contractor:
Name
Address

City: _____, Senior Buyer
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: _____@nnva.gov
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

_____
Name of Contractor

BY_____

_____
Print or Type Name

TITLE_____

CITY OF NEWPORT NEWS, VIRGINIA

BY_____

_____
Print or Type Name

TITLE_____

Page 1

EXHIBIT A
PAYMENT

Page 2

EXHIBIT B
NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work, Terms or Conditions are incorporated into the Contract:

Page 3

SAMPLE

ATTACHMENT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robert Half Certificates
Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	PHONE (A/C, No, Ext): 818-539-1463 FAX (A/C, No): 818-539-1801 E-MAIL ADDRESS: roberthalf_certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : XL Insurance America, Inc.	24554
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	ROBEHAL-03
Robert Half International Inc. including Accountemps 2613 Camino Ramon San Ramon CA 94583	

COVERAGES **CERTIFICATE NUMBER:** 1098499712 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Stop Gap Em.Liab X in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		3579-66-87	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employer Liability	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		7323-32-17	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll.Ded:	$ 1,000,000 $ $ $ $ 1,000/$1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			7921-71-07	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	See Attached Supplemental	6/1/2020	6/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is completed as: The City of Newport News, including its elected and appointed officials, employees, and agents.

Certificate Holder is deemed Additional Insured on the above referenced General Liability on a primary and non-contributory basis, and Auto Liability policies as required by written contract for liability arising out of Named Insureds' acts or omissions. Please refer to attached Chubb General Liability form 80-02-2367 for scope of Additional Insured status. Rights of Subrogation have been waived with respects to Worker's Compensation policy as required by written contract executed prior to loss. Umbrella Follows Form. Any person or organization for which the Named Insured may direct its employee to work as a consultant or temporary employee is included as an Alternate Employer to the above referenced Worker's Compensation policy. Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder.

CERTIFICATE HOLDER

City of Newport News
Purchasing Department
2400 Washington Avenue, 4th Floor
Newport News VA 23607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracy Campbell

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ATTACHMENT B

2020-2021 RHI Workers Compensation Policy Numbers

Policy#	States	Eff. Date	Exp. Date	Issuing Company	NAIC #
Robert Half International Inc. and Protiviti Inc.					
RWD3001140-04	AOS: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
RWR3001141-04	WI	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
Protiviti Government Services, Inc.					
RWR3001142-04	AOS: AZ, CA, DC, MD, OK, TX, VA	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554

COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured	Robert Half International, Inc
Policy Number	7323-32-17
Policy Effective	June 1, 2020 – June 1, 2021; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

ATTACHMENT B

Liability Insurance

Endorsement

Policy Period	JUNE 1, 2020 TO JUNE 1, 2021
Effective Date	JUNE 1, 2020
Policy Number	3579-66-87 SFO
Insured	ROBERT HALF INTERNATIONAL, INC
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	JUNE 1, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative

ATTACHMENT B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured	RWD3001140-04	Premium Included
Robert Half International Inc.		
Insurance Company		
XL Insurance America, Inc.		

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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ATTACHMENT B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 01 A**

(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer** **Address**
   Only those alternate employers that require this coverage to apply.

2. **State of Special or Temporary Employment**
   All States listed in Item 3A of the Information Page except AK, HI, MI, OK & TX.
3. **Contract or Project**
   If Any

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Robert Half International Inc.
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001140-04

Endorsement No.
Premium: Included

Countersigned by _____

WC 00 03 01 A
(Ed. 2-89)

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	**Address**	**State of Special or Temporary Employment**
Only those alternate employers that require this coverage to apply.		Hawaii, Michigan, Oklahoma and Texas.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWD3001140-04

Endorsement No.

Premium Included

Insured
Robert Half International Inc.

Insurance Company
XL Insurance America, Inc.

Countersigned by _____

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SECTION III

ORIGINAL SOLICITATION and ADDENDA

ADDENDUM NO. 1
ISSUE DATE: August 19, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Bids Due: **August 31, 2020 at 5:00 p.m. (CHANGED)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of two (2) pages.

Note the following changes and prepare your submittal accordingly:

1. IMPORTANT PROPOSAL SUBMISSION INFORMATION – Page 2

2. Section C – Technical Proposal Format – Change Letter/Name of Attachments as follow:
   Attachment B – Change to Price Proposal Form
   Attachment C - Change to SWAM Form
   Attachment D – Change to Reference Page
   Attachment E (Add) - Proprietary Information Form

3. Attachment B – Price Proposal Clarification:
   Page 1 – provide the bill rates for each labor category inclusive of all Contractor fees
   Page 2 – list out all Contractor fees separately for each labor category (these fees will be a part of the evaluation criteria)

4. Bid due date changed to **August 31, 2020 at 5:00 p.m.**

5. Questions and answers will be forthcoming on a separate addendum

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

IMPORTANT PROPOSAL SUBMISSION INFORMATION

Due to COVID-19, the logistics of submitting paper proposals has changed. Therefore, the City has modified its policies and will temporarily accept proposals via email.

Offerors shall submit proposals in accordance with the submission requirements contained in *Section C, Submission Requirements and Evaluation* of the Request for Proposals. Proposals may also be submitted via email, provided they are also received by the due date and time specified above. If sent via email, Offerors must follow-up by submitting all required paper or electronic versions identified in *Section C, Submission Requirements and Evaluation* in order for the City to consider a firm for award.

Proposals received after the deadline will not be considered regardless of the method of delivery. The City cannot guarantee receipt of proposals sent via Email. Offerors may follow up and obtain confirmation from the City that their proposals have been received.

Note: The maximum file size the City can receive via email is 40MB (including the email message).

When submitting proposals via email, Offerors are encouraged to use options to minimize file size (i.e. compressed file, zip file/folder, etc.). Additionally, if the regular email size constraints are too restricting, Offerors may send using cloud based electronic services such as Dropbox, Google Drive, etc.

All Offerors submitting proposals via email shall use the following solicitation-specific email address: RFP21-1160-6025@nnva.gov

ADDENDUM NO. 2
ISSUE DATE: August 24, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Proposals Due: **August 31, 2020 at 5:00 p.m. (CHANGED ON ADDENDUM 1)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of ten (10) pages.

Note the following changes and prepare your submittal accordingly:

1. Questions and answers. Pages 2 - 10

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

Questions and Answers

Q.1 What is the anticipated volume/project cost?

A.1 Varies based on the needs of the department throughtout the year

Q.2 What are the anticipated number of temps to be requested in the contract period?

A.2 Varies based on the needs of the department throughtout the year

Q.3 Are any current temps being transferred from the current vendor?

A.3 No, if the awarded vendors change, the current temporary employees assigned will also change

Q.4 When is the anticipated award date?

A.4 Awards are anticipated to be made by the end of the year. Contracts are estimated to begin January 15, 2021

Q.5 Does the vendor determine pay rates or do you have these determined?

A.5 The Contractor would determine pay ranges. When a temporary worker is needed, the hiring manager will negotiate a rate with the Contractor, within the already agreed upon pay range for the job category.

Q.6 Do all positions have to be bidded on?

A.6 See Scope of Work – first paragraph under General Operational Guidelines

Q.7 What would you determine as a fair/reasonable profit a vendor should make on this specific contract?

A.7 The City cannot make this determination

Q.8 Can you give me a better idea of the evaluation criteria in terms of percentage? Is it weight more heavily on technical or commercial

A.8 Evaluation criteria are listed and evaluated in order of importance – not percentage

Q.9 Can you give me a better idea on how we can satisfy the requirements for staff on hand? Our staffing company has access to the market place the ability to find and hire workers, but we don't keep staff on hand. We are willing to subcontract work out with local companies if need be, but we don't currently hold the employees on our staff. How is this requirement satisfied? Is having resumes of possible candidates sufficient to fulfill this category?

A.9 The City is not able to recommend how requirements are satisfied. Offerors must submit proposals for meeting the required services.

Q.10 Is there any preference given to local vendors?

A.10 Awards will be made based on the evaluation criteria listed in the RFP. As part of the technical proposal response, Offerors should describe the firms ability and process to respond to City emergencies, request for services, etc. within 24 hours.

Q.11 How many temporary service workers are currently engaged in the current contract? Please also provide the bifurcation of the workers supplied by each incumbent.

A.11 See A21

Q.12 When was the existing contract started, and what is the annual monetary spent value of the current contract since inception?

A.12 See A18 for previous two years spending. Monetary spend since inception is not available at this time

Q.13 Is there any defined Not-To-Exceed (NTE) budget of this bid for the base term?

A.13 No

Q.14 How many vendors does the city intend to award?

A.14 The anticipated number of awards will be three to four

Q.15 What information city is expecting in response to point # 14 of the technical proposal mentioned on page # 13 of the RFP document?

A.15 Offeror should include any special conditions, policies, procedures, etc. for cash handling by assigned individuals.

Q.16 The alphabetical order of the attachments mentioned on page # 12 of the RFP document differs from the actual order of the attachments. Please confirm, if an offeror should use the alphabetical order mentioned on the attachments in response?

A.16 See Addendum 1

Q.17 Is there any way of removing the stipulation for the Alternate Employer Endorsement for this agreement?

A.17 This insurance requirement cannot be removed. The alternate employer endorsement is a contractual requirement due to the statutory employer language found in section 65.2-302 of the Virginia Code.

Q.18 What is the estimated budget for this RFP? If unknown, please specify previous spending.

A.18 Unknown – previous spending chart below

Fiscal Year	Allocated	Department
2019	$ 14,712.32	Finance
2019	$ 188,623.02	Public Works
2019	$ 52,920.00	Human Services
2019	$ 121,973.46	Parks/Recreation and Tourism
2019	$ 368,333.10	Waterworks
2019	$ 3,437.50	Vehicle and Equipment Services
2020	$ 42,090.00	Fire
2020	$ 372,132.24	Public Works
2020	$ 94,668.00	Human Services
2020	$ 68,236.00	Parks/Recreation and Tourism

Q.19 Is this a single or multiple award RFP?

A.19 The City intends to make multiple awards

Q.20 Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

A.20 This is not a new requirement. Current contracts awarded under RFP 2015-4415-0712 with Peopleshare Holding Corporation, Integrity Staffing Services, Inc. and Premier Staffing Source, Inc. expire January 14, 2021. Current contract awared under RFP 20-2481-3312 with Robert Half International, Inc. expires April 28, 2021. The City decided to issue one new solicitation for all temporary service workers in an effort to combine and award all contracts under this RFP.

Q.21 Please provide the total number of temporary staffs on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.

A.21 We are not able to provide the individual assignments and pay rates. The chart below shows how much each department has allocated for their temporary need thus far in 2021
(Total Ordered) and how much so far they have spent (Total Ordered-Total Balance).

Total Ordered	Total Balance	Name	Department	Job Category
1,104.00	1,104.00	PEOPLESHARE HOLDING CORPORATION	Fire	Administrative
149,834.88	149,834.88	PEOPLESHARE HOLDING CORPORATION	Sheriff	Unknown
56,702.12	50,411.64	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
70,537.60	66,586.31	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
130,751.55	127,963.26	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
241,444.80	241,444.80	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
25,833.60	23,448.96	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
26,936.00	24,864.00	INTEGRITY STAFFING SERVICES, INC.	Human Services	Administrative
320,320.00	320,320.00	ROBERT HALF INTERNATIONAL INC	Human Services	Professional Accounting
43,534.40	43,534.40	INTEGRITY STAFFING SERVICES, INC.	WW	Administrative
208,935.00	200,038.47	INTEGRITY STAFFING SERVICES, INC.	WW	Laborer
109,792.80	96,023.85	PEOPLESHARE HOLDING CORPORATION	General Services	Laborer/Custodial
9,672.00	8,258.40	PEOPLESHARE HOLDING CORPORATION	General Services	Administrative

Q.22 Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.

A.22 See separate attachments

Q.23 What are the most frequently used job categories in the subject matter RFP?

A.23 Laborers

Q.24 What is the average length of the assignment?

A.24 Assignments are "generally" less than three (3) months; however, there is no guarantee being provided of a minimum time frame for a placement.

Q.25 List of benefits current employees receiving from the incumbent.

A.25 The City does not know what benefits incumbents provide to their employees

Q.26 List of client mandates holidays

A.26 The City currently follows the following holidays-and as such-certain departments are closed.

A. New Year's Day (January 1) B. Dr. Martin Luther King's Birthday (Third Monday in January) C. George Washington's Birthday (Third Monday in February) D. Memorial Day (Last Monday in May) E. Independence Day (July 4) F. Labor Day (First Monday in September) G. Veteran's Day (November 11) H. Thanksgiving Day (Fourth Thursday in November) I. The Friday following Thanksgiving Day J. Christmas Eve (December 24) – Observed as four (4) hours only, and provided that December 24 falls during the normal Monday through Friday work week K. Christmas Day (December 25). *2021 Juneteenth was added

Q.27 List of vacation and holidays current employees receiving from the incumbent.

A.27 Unknown

Q.28 What is Mandate Living wage and Supplemental benefits?

A.28 The minimum wage in Virginia is 9.75. No other benefits are offered to temporary employees through the City.

Q.29 Details on benefits package current incumbent providing to temp staff.

A.29 Unknown

Q.30 Do we need to provide sample or live resumes on the job titles mentioned in the solicitation? If yes how much per job title?

A.30 This is up to each Offeror. They may include to show ability to fill the requirements of the the RFP.

Q.31 Could you please change the mode of submission of the response to email due to Covid-19?

A.31 See Addendum 1

Q.32 Is it mandatory to take Small/Women-Owned Minority or Service Disabled Veteran-Owned Business as a sub-contractor?

A.32 It is not a mandatory requirement; however, it is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM.

Q.33 If applicable, who is the incumbent for these services and for how long have they served City of Newport News in this capacity?

A.33 See A20 – Contracts awarded under RFP 2015-4415-0712 began January 2015, Contract awarded under 20-2481-3312 began April 2020.

Q.34 What are City of Newport News current [APPLICABLE RATES] for the positions listed in the solicitation?

A.34 See separate attachments

Q.35 What is City of Newport News historical usage and yearly spend for this contract during the past three (3) years?

A.35 See A18 for previous two years spending

Q.36 What is the anticipated annual and total spend for this contract?

A.36 Unknown

Q.37 Are there any PPE requirements?

A.37 Certain positions will require PPE and the City will provide

Q.38 When does City of Newport News anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

A.38 See A4

Q.39 Are respondents required to bid on all positions in order to be deemed responsive?

A.39 See A6

Q.40 If not all-or nothing, will bidding on only select positions negatively impact respondents' evaluation score?

A.40 No

Q.41 Will positions be remote due to COVID-19?

A.41 Assignments can be remote or in person

Q.42 Will City of Newport News accept Online submission due to COVID-19?

A.42 See Addendum 1

Q.43 To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will City of Newport News accept letters of attestation in lieu of actual background check results?

A.43 Yes

Q.44 Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to City of Newport?

A.44 It is up to each Contractor to determine how they absorb background fees

Q.45 Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to City of Newport News?

A.45 Exceptions will not cause Offeror to automatically be disqualified; however, depending on the exceptions, it may cause Offeror to not be shortlisted and/or not considered for award

Q.46 With respect to Affordable Care Act (ACA) costs, would City of Newport News prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates? Please clarify.

A.46 Incorporated into the proposed rates

Q.47 If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

A.47 Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

Q.48 On page 12 section 2, The attachments are listed in the order you want them, however the attachment letter does not match the description. For example: the second bullet point says "Attachment B – Completed SWAM Form" - However the SWAM form is labeled as Attachment C. Could you please clarify the order and the correct attachments?

A.48 See Addendum 1

Q.49 Would the City of Newport News be able to share the rates that were agreed upon in the last contract award or is this information publically available?

A.49 See separate attachments

Q.50 Will any employees be rolled over into the newly awarded staffing firms and if so, are we allowed to offer discounted rates?

A.50 No, if the vendors change, the current temporary employees assigned would also change.

Q.51 Attachment C - Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements, states, "Completed Form may be submitted with the Proposal or be submitted prior to award." Please confirm Attachment C does not have to be included with the company's proposal submission. Additionally, since there is "0" requirement for SWAM company participation, is SWAM participation assigned points or scored and taken into consideration for proposal evaluation?

A.51 Attachment C does not have to be included in the proposal but must be submitted prior to award. SWAM pariticapation is not an evaluation criteria – see Section C of the RFP for the evaluation criteria.

Q. 52 Regarding Page 19, J. Transitioning Existing Temporary Services Workers: How many incumbents will be assumed by the new vendor(s)?

A. 52 If the vendors change, the current temporary employees assigned would also change.

Q.53 Do we need to have a local business license for the City? If so, will this be required at the time of bidding at the award?

A.53 See #16 Section A. It is the responsibility of Contractor to determine if a local business license is required. More information can be found at https://www.nnva.gov/35/Business

Q.54 Does the City provide any paid vacation, paid sick day, or paid holidays to temporary employees?

A.54 No

Q.55 Does the City provide any benefits or contributions to benefits [medical, dental, visions] for temporary employees?

A.55 No

Q.56 Are there any Service Level Agreements [SLA's] expected? Such as:
a. Time frame we must make a submission after a new requirement is received
b. Number of Candidates to submit for each opening/headcount
c. Time frame of when a candidate is required to start after a new requirement is received

A.56 Contractor is expected to be able to meet all requirements upon contract execution

Q.57 Does the City have a holiday schedule for the calendar year? If employees are required to work on holidays, are they paid overtime or straight time?

A.57 The City will pay straight time. See A26

Q.58 Will 3rd party technical testing be required for candidate qualification before submission?

A.58 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.59 Is it expected that we meet each candidate face-to-face before submission to the City?

A.59 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.60 Are we permitted to send potential candidates from outside of the City, other parts of Virginia and the continental US as long as they are aligned with the payrate?

A.60 Yes

Q.61 Is there a maximum amount of time that a temporary employee can stay on a project?

A.61 See A24

Q.62 Does the City have any reporting requirements that would be required?

A.62 Monthly reporting

Q.63 Due to COVID, would we be required to provide Personal Protective Equipment to our Temporary Workers?

A.63 No, the City will provide

Q.64 What was the actual spend for this project for the previous year?

A.64 See A18

Q.65 What is the anticipated headcount in terms of temporary employees? If this is not known, is it possible to get the number of temporary employees from last year?

A.65 See A21

Q.66 Are the previous bidders' responses for the previously awarded proposal a matter of public record? Is it possible to get a copy of these?

A.66 See separate attachments

Q.67 Is it mandatory for the awarded bidder to have a local presence in the City of Newport News [City]? If so, can this be implemented at the time of award?

A.67 See A10

Q.68 Does the City provide parking for temporary employees?

A.68 Yes

Q.69 At the time of submission, do we need to provide any sample documentation of insurance [COI & Workers Compensation]?

A.69 See Section B #12 of the RFP

Q.70 Is it possible to get the pay rates for the positions included in the RFP for informational purposes?

A.70 See separate attachments

Q.71 Will reference checks be conducted for all bidders who submit a response or only for those bidders that have been shortlisted?

A.71 Reference checks may be conducted for all Offerors that submit a proposal

REQUEST FOR PROPOSALS

RFP No. 21-1160-6025
Issue Date: July 31, 2020

City of Newport News
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721
Fax: (757) 926-8038
www.nnva.gov/purchasing

Title:	Temporary Service Workers
Proposals Due:	**August 24, 2020 at 5:00 p.m.**
Project Overview:	The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Offeror) to provide "Temporary Service Workers" for various City Departments on an as needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

The City of Newport News (the "City") is seeking proposals from qualified firms (the "Offeror" or "Contractor") to furnish the goods and/or services described herein and proposals will be received at the Office of Purchasing, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown above (local prevailing time).

Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference has been scheduled **August 10th, 2020 at 10:00 a.m.**

Pre-Proposal Conference Location: The conference will be held in a digital meeting format. **Interested Offeror's must RSVP to Shawneequa Tyler, Assistant Buyer of their interest to attend no later than 1:00 p.m. on Thursday, August 6th, 2020.**

Questions: Questions or comments related to this solicitation shall be directed to the Contract Officer and the Assistant Buyer not later than **1:00 p.m. on August 17, 2020**. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

Contract Officer:	Sonja Eubank, Procurement Administrator, eubanksj@nnva.gov
Assistant Buyer:	Shawneequa Tyler, Assistant Buyer, tylersd@nnva.gov

This solicitation is posted on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov) and is available for free download. A direct link to all City of Newport News solicitations on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the **eVA** solicitation webpage.

Note: The City of Newport News utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

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Exhibits

Exhibit I – Professional Accounting Scope of Work Descriptions
Exhibit II- Insurance Requirements
Exhibit III – Sample Agreement/Contract

SECTION A
STANDARD TERMS AND CONDITIONS

Rev: 8/1/2019

1. **PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS:**

   a. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Proposals (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.

   b. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Proposals received in the Office of Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.

   c. All costs associated with preparing a proposal, including any mailing costs, are the Offer's responsibility.

   d. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.

   e. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.

   f. If City Hall is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the City, at the originally scheduled time.

   g. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. Exceptions may result in a determination that a proposal will not be considered for award. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.

   h. Failure to submit a proposal on the official City form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.

   i. Submission of a proposal is not to be construed as an award or an order to ship.

   j. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Offeror from award of a contract.

2. **ADDENDA**: Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all addenda are received.

   The City posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

3. **AWARD:**

   a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations and related awards on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

   b. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Proposals, awards may be made to more than one (1) Offeror.

   c. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications or Scope of Work.

   d. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.

   e. The Administrative Appeals Procedure is posted on the Office of Purchasing website https://www.nnva.gov/707/Vendor-Resources. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.

4. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.

5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit https://www.scc.virginia.gov/ for more information.

7. **COOPERATIVE PURCHASE**: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, agencies or institutions within the United States to purchase at contract prices and terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify other public bodies of the availability of contract(s), if desired. Offerors who do not wish to extend the terms, conditions and prices to other public bodies shall so indicate in the proposal.

8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS**: The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form.

9. **FAITH BASED ORGANIZATIONS**: The City of Newport News does not discriminate against faith based organizations.

10. **NON-DISCRIMINATION**: During the performance of a contract with the City, the Contractor agrees as follows:

    a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

    b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

    d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars ($10,000) so that the provisions will be binding upon each subcontractor or vendor.

11. **DRUG FREE WORKPLACE**: During the performance of a contract with the City, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. **PAYMENT TERMS:**

a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.

b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.

c. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.

d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

e. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.

f. The City does not make advance payments for goods or services by practice.

13. **TAXES:** Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

14. **HOLD HARMLESS AND INDEMNIFICATION**: The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

15. **INTERPRETATION OF SPECIFICATIONS**: The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

16. **LAWS AND REGULATIONS**: The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

17. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

18. **RIGHTS UNDER ANTITRUST LAWS**: The Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or

pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

20. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

21. **DEFAULT**: In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

22. **TERMINATION FOR CONVENIENCE:** The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

    If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

    Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

23. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

    The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

    In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

24. **RIGHTS AND REMEDIES NOT WAIVED**: In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.

25. **SEVERABILITY**: If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or

unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

26. **INDEPENDENT CONTRACTOR**: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

27. **CONFLICT**: In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.

28. **NON-EXCLUSIVE CONTRACT**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.

29. **RECORDS AND INSPECTION**: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space in order to conduct audits.

30. **ENTIRE AGREEMENT**: The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

SECTION B
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.

2. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference is scheduled related to this Request for Proposals on the date, time and location posted on the cover page. Attendance at the pre-proposal conference is not mandatory in order for a proposal to be considered for award.

3. **CONTRACTOR QUALIFICATIONS**: Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.

4. **METHOD OF AWARD:** The City will make multiple awards to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to the City by taking into consideration price and the evaluation criteria identified herein.

5. **ASSIGNMENT OF WORK/ORDERING:** Following award of contracts, the City will request services of Temporary Service Workers on an as-needed basis. Contractors may be contacted individually or collectively when there are needs for a Temporary Service Workers based on various factors including but not limited to: timeframe in which a worker is needed, specialty areas of the Contractor, responsiveness to City requests, quality of personnel offered and other factors in which the City determines to be in its best interest. The City cannot guarantee the volume of work for each Contractor.

   The City will interview the Temporary Service Workers offered by the Contractor(s) and will select the individual who it determines to be the best candidate for the temporary assignment.

6. **CONTRACT/AGREEMENT:** Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.

7. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.

8. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from date of award and continue for one year with the option to renew, at the City's sole discretion, for four (4) additional one (1) year periods.

   A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one year renewal period upon mutual agreement of the City and Contractor.

9. **METHOD OF ORDERING:** The Contractor shall provide the goods or services requested upon receipt of a Purchase Order or a City issued Purchasing Card.

   The City operates on a fiscal year basis from July 1 through June 30 of each year. Should Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New purchase

order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

NOTE: The City utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

10. **INVOICING**: The Purchase Order number and the Contract Number (when applicable) shall be included on each invoice and packing slip. Failure to include this information may delay payment. Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6th Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.

11. **PAYMENT:** Payment will be authorized following receipt of a valid invoice which must include the Purchase Order Number, Purchase Order Line Item Number(s), Contract number (if provided by the City) Description of Goods and Services, Unit Prices, Total Price). Invoices may be submitted on a monthly basis according to services rendered. Final payment terms may be negotiated with the selected Offeror.

12. **INSURANCE**: The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

    Prior to submitting a proposal, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

    Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

    Insurance requirements are specified herein as Exhibit I.

13. **CONFIDENTIALITY**

    a. Each party to the contract resulting from this solicitation shall (i) hold in strict confidence any or all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under a contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Each party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

    b. Exclusions: The term "Confidential Information" shall not include information that is:
        i. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
        ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract;
        iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

c. Return or Destruction: Upon the termination or expiration of a contract, the Contractor shall at its own expense, (a) promptly return to the City all tangible Confidential Information (and all copies thereof except the record required by law) or (b) upon written request, destroy such Confidential Information and provide written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form. The City shall retain and dispose of Contractor's Confidential Information in accordance with records retention policies and as required by law.

14. **CONTINUITY OF SERVICES:** The services rendered in the contract resulting from this RFP are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.

SECTION C
SUBMISSION REQUIREMENTS AND EVALUATION

1. PROPOSAL SUBMISSION

Submit *one* original paper version (conspicuously marked as "ORIGINAL") and 5 complete electronic version(s) on CD or USB/"Thumb Drive" (a USB/"Thumb Drive" is preferred) of the proposal by the due date and time specified on the cover page. Proposals shall be delivered to the City of Newport News, Office of Purchasing, 2400 Washington Avenue, Newport News, VA 23607.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror's name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version and be provided as a single PDF file. In case of a conflict between the original paper version and the electronic version, the original paper version shall govern.

2. TECHNICAL PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information

- Attachment A – Proposal Form. The Proposal Form should act as the cover pages of the proposal
- Attachment B – Completed SWAM Form
- Attachment C – Reference Form. References should be for projects similar in size and scope.
- Attachment D – Proprietary Information Form
- Technical Proposal:
    - An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
    - A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc. Include geographical location and hours of operation.
    - A description of the Offeror's understanding of the requirements contained in the Scope of Work.
    - The approach to be used, in detail, to meet the requirements identified in the Scope of Work.
    - Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
    - Describe the firm's current turnover rate for agency recruiters and account representatives.
    - Describe your firm's ability and process to respond to City emergencies, request for services, etc. within 24 hours of notice.

- Identify specialty areas of your firm, including the ability to provide some or all of the position categories identified in the Scope of Work.
- Describe the firm's testing, screening, and interviewing process, including how the firm determines if a candidate meets the qualifications of a position.
- Describe the firm's approach and experience in successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering).
- Describe the approach to attract a diverse well qualified pool of candidates for the position categories offered in your proposal.
- Describe your firm's approach to adjusting labor category rates and related fees for renewal terms.
- Include conversion terms should the City wish to covert/hire assigned individuals to a City position.
- Include any special conditions for cash handling by assigned individuals.
- Successes on projects similar in size and scope.
- A statement of the financial status of the firm.

3. **PRICE PROPOSAL-** Complete and provide the Price Proposal Form (Attachment B) with your proposal. Offerors should include any performance guarantees offered with the Price Proposal.

   The Price Proposal should include the Contractor's fee(s) for each labor category.

   Provide and detail cost of all additional fees associated with hiring an assigned temporary employee. Please refer to the Section D, Scope of Work regarding the City's intention regarding placement fees.

4. **EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:
   - The demonstrated understanding and approach to provide the services identified in this Request for Proposals.
   - Successful experience and capabilities of the firm providing similar services.
   - Demonstrated experience successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering)
   - Demonstrated ability to provide a pool of qualified and capable candidates to meet the needs of the City.
   - Fees
   - Completeness of Proposal.

5. **EVALUATION OF PROPOSALS:**

   Proposals will be evaluated according to the established evaluation criteria identified herein. The City will select two (2) or more Offeror proposals that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work. The City may initiate discussions/interviews and may conduct negotiations with each of the selected Offerors. During negotiations, proposals may be revised by the Offeror and the City may obtain best and final offers. Once negotiations are completed, the City may again make a determination as to whether the Offeror has the capability, integrity or reliability to provide the required services.

   Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the City.

   Should the City determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the City finds that such a selection is in the best interest of the City.

SECTION D
SCOPE OF WORK

TEMPORARY SERVICE WORKERS

PURPOSE:

The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Contractor) to provide "Temporary Service Workers" for various City departments on an as-needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

BACKGROUND:

The City provides a variety of local government services to over 180,000 citizens and is a regional water provider to citizens and businesses in Newport News as well as four other local jurisdictions. To assist City departments with periodic project implementation and with maintaining these services and operations in the event of staffing shortages, the City contracts for various temporary personnel.

The temporary personnel are utilized on an as-needed basis, and are subject to working within the City's hours of operation for the specific assignment. Depending on the nature of the job, some positions are seasonal and the duration of each requirement can vary from less than a week to several months. The City's administrative hours of operation have been established as Monday through Friday, 8:00 am to 5:00 pm; however, individual departments are authorized to establish schedules that most effectively provide City services. As such, individual operating schedules and staff assignments may necessitate weekend, evening, or other shift work; however, all schedules are administered in accordance with applicable federal and state regulations.

As a result of this Request for Proposals (RFP), it is anticipated that multiple awards will be made and Contractors may be categorized as primary or secondary Contractors based upon the evaluation criteria and negotiated terms and conditions. As needs arise, the City will contact one or more Contractors to obtain the individual(s) most suited to the assignment.

SCOPE OF WORK:

General Operational Guidelines

The Contractor shall furnish Temporary Service Workers to perform work in the following categories described below as identified by the City at the time of request for temporary services. Proposals may be submitted for all or some of the position categories identified below. *The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract.*

- Laborers – Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: construction worker helpers; equipment operators; laborers; refuse and recyclable materials collectors; pipe layers.

- Craft Workers and Operatives – Most jobs in this category include intermediate or higher skilled occupations and include workers who operate machinery or factory-related equipment, construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples include: laundry workers; photographic process workers (printers);

electrical and electronic equipment assemblers; truck drivers; industrial truck and tractor (forklift) operators; parking lot attendants; carpenters; electricians; painters (both construction and maintenance); pipelayers, plumbers, and pipefitters. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics and electric and electronic equipment repairers.

- Administrative Personnel – Jobs in this category involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; dispatchers; couriers; computer operators; word processors and typists; and general office clerks.

- Technicians – Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

- Professional Staff – Most jobs in this category require bachelor or graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; architects; chemists; computer programmers; engineers; lawyers; librarians; natural scientists; registered nurses; and surveyors.

- Service Workers – Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples include: cooks; transportation attendants; janitors; and security guards.

- Professional Accounting – Job descriptions for this category are listed in **Exhibit I.**

Specific knowledge, skill or ability requirements necessary for the work to be performed will be identified by the City with each individual request and the per hour pay rate will be determined by skill level of the Temporary Service Worker within the specific position category requested and the corresponding pay ranges. Invoices should reflect the agreed-upon rate for the individual worker based on the pay rate established (approved) for the position.

A. Request for Service Engagement: The City will notify the Contractor of the City's Point of Contact, as well as backup, who is authorized to request Temporary Service Workers. A City purchase order shall be required prior to commencement of work. For reporting purposes, the purchase order number for each service engagement must be reported and clearly stated on all required monthly summary reports.

B. Response Time: The Contractor shall respond to a new request within one (1) business day, or within the timeframe established by the City, to confirm availability of a suitable Temporary Service Worker to fill the request. The City reserves the right to simultaneously give all Contractors an opportunity to fill positions on a "first come" basis when there is an urgent need. In the event of an emergency requirement, the Contractor shall make every commercially reasonable attempt to respond to the request in the City's established emergency time frame.

Upon Contractor's confirmation of Temporary Service Worker availability, the City's Point of Contact will provide Contractor with instructions regarding the assignment. This may also include an interview (phone interview or face-to-face interview) or skills assessment prior to placement with the City. If the City

determines that the candidate does not meet the skill requirements of the position, the City will reject the candidate and move to the next candidate, or request other resumes from which to choose another candidate, at no cost to the City. When the request is given to more than one Contractor, the City will notify all Contractors when the request is filled.

Temporary Service Workers Selection Guidelines

A. Background Checks:

Certain Temporary Service Workers will be subject to criminal history background checks as a condition of providing services of a sensitive nature including matters involving public welfare, safety, health activities, monetary or confidential matters, children's activities, therapeutic recreation programs, mature adult programs, and access to the Criminal Justice Information System (CJIS) or the Virginia Criminal Information Network (VCIN).

The City's Director of Human Resources, or their designee, shall determine the type and scope of the criminal history record checks and any other background checks required based on the specific assignment requested by the City and may include a federal, state or local check, as well as a check through the National Sex Offender Registry, or the Virginia Child Abuse and Neglect Registry. The Contractor is responsible for conducting identified criminal history checks on potential Temporary Service Workers prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for costs associated with the criminal history background checks. The requirement for a background check shall be identified by the City prior to making the request for service engagement.

B. DMV Driver Record Check:

If operation of a vehicle is a requirement of the temporary assignment, the City will provide a vehicle for the assigned work. The Contractor shall perform a DMV driver's license record check prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for ensuring any individual assigned or permitted to operate vehicles is properly licensed. When operation of a City vehicle requires a Commercial Driver's License, the potential Temporary Service Worker must possess a minimum of a CDL permit. The Contractor shall be responsible for costs associated with the DMV driver's license record check.

Prior to driving a City vehicle, the Temporary Service Worker must complete the City's online safe driving course, which will be administered and managed by the City. The requirement for a DMV Driver Record Check shall be identified by the City prior to making the request for service engagement.

Performance and Conduct Requirements for Temporary Service Workers

A. Standards of Conduct:

Temporary Service Workers will conduct themselves in a professional manner and shall comply with City and departmental policies, procedures, rules, and directives. City equipment (all property owned, leased, or controlled by the City, including but not limited to vehicles, computers, tools, devices, and materials), facilities, and information, will be used only for work-related purposes.

Smoking or tobacco use in any form while on City property and while performing services for the City is prohibited. Reporting to work or being at work while under the influence of alcohol or a

controlled substance, or the possession, manufacture or distribution of controlled substances at work is strictly prohibited.

B. Communication Skills: Unless otherwise requested, all Temporary Service Workers must be able to read, write, speak and comprehend the English language. Temporary Service Workers that are not able to read, write, speak, or comprehend the English language will not be acceptable and the City will incur no expenses and wages.

C. Certifications: Certifications for Temporary Service Workers required for a specific assignment will be identified by the City at the time of request. The Contractor shall keep a current record of Temporary Service Worker certifications and the expiration dates to ensure that required certifications are maintained. If the Temporary Service Worker's certification expires during an assignment, the City reserves the right to send the Temporary Service Worker for recertification training and may invoice the Contractor for the training cost incurred, or send the worker home as the City determines appropriate.

D. Attire and Related Safety Equipment

The Contractor shall send Temporary Service Workers to job assignments dressed appropriately for the identified assignment. The Contractor shall provide all personal safety equipment as required for the specific assignment including, but not limited to, gloves, rain suits, rubber boots, steel-toe shoes/boots, etc. Temporary Service Workers who report to work without the appropriate attire, safety equipment, or in an unacceptable condition (including proper hygiene), may be sent home at the City supervisor's discretion. The Temporary Service Worker will not be paid in these instances. In some instances, Temporary Service Workers may be issued uniforms. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued uniform and to turn them in to their supervisor upon completion of the temporary assignment.

The Contractor shall be responsible for any attire and related safety equipment if issued by the City (hard hats, job specific equipment, etc. that is damaged beyond normal wear and tear) or not returned at the end of the temporary assignment and will be charged actual replacement costs.

Account Service Requirements

A. Contractor Single Point of Contact: The Contractor shall designate a coordinator as a single point of contact (SPOC), as well as a backup, that shall be accessible during normal work hours 8:00 am until 5:00 pm Monday through Friday, with the exception of observed holidays, to receive temporary staffing requests, handle and assist in any and all inquiries regarding availability, status of orders, scheduling, billing, contract compliance requirements, reports, and problem solving. Contractor's SPOC, who will receive temporary service worker requests, shall be available via telephone and email.

The Contractor's SPOC shall meet with the City's point of contact (POC) and/or the hiring manager, as requested, to discuss all services and any absentee or performance issues. The SPOC will contact the City's POC directly to receive the Temporary Service Worker's arrival instructions once the order is filled.

B. Refusal: The City shall have the right at any time to refuse any Temporary Service Worker provided by the Contractor for any job related deficiency. Replacement of any Temporary Service Worker shall be in compliance with all applicable anti-discrimination laws. The rejected Temporary Service Worker shall be immediately removed and prompt arrangements made for a suitable replacement.

C. Contractor's Employees and Mandatory Taxes, etc.: The Temporary Service Workers provided to the City shall be employees of the Contractor. The Contractor shall be responsible for obtaining employment eligibility verification (Federal Form I-9), withholding and payment of all payroll taxes, providing workers' compensation coverage and applicable insurances, payroll reporting, and other employer Federal and State mandatory requirements for Temporary Service Workers.

D. Contractor's Fee: The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. Please outline these rates on Attachment B of this submittal.

E. Hours of Work and Overtime:

The Contractor shall verify work hours at the time the order is placed. Working hours and holidays will vary based upon the position in which the Temporary Service Worker is placed. There may be requirements for evening, weekend and overtime work, based upon the position in which the Temporary Service Worker is placed. The Contractor shall supply time sheets to Temporary Service Workers. Time sheets will be completed by the Temporary Service Worker, and then approved and submitted via email or facsimile by the supervisor of the Temporary Service Worker to the Contractor's SPOC on a weekly basis for billing purposes.

Overtime will be defined in accordance with the Fair Labor Standards Act and must be authorized in advance by the supervisor of the Temporary Service Worker. Lunch and additional break periods will be determined by the supervisor of the Temporary Service Worker. Lunch and additional break periods in excess of fifteen (15) minutes will not be considered work time and as such will not be paid by the City. Temporary Service Workers who are authorized to work on an observed holiday will be paid for time worked. The City's terms and conditions in this solicitation take precedence over any terms and conditions included on Contractor time sheets.

F. Transportation and Parking: It will be the responsibility of the Contractor or the Temporary Service Worker to provide transportation to and from the required work location. Parking will be provided for Temporary Service Workers in the same manner as provided for regular City employees.

G. Identification Badges: Temporary Service Workers may be issued a City identification (ID) badge and a Data Watch security access badge. If it is determined that a City ID badge or a Data Watch security badge will be necessary, the supervisor of the Temporary Service Worker will complete the necessary request form and arrange for the badges to be issued. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued badges and to turn in the badges to their supervisor upon completion of the temporary assignment. The Contractor shall be responsible for the City's prevailing fee for replacement of a lost badge, or if a badge is not returned at the completion of the assignment.

H. Travel Reimbursement: It is the Policy of the City to pay all legitimate and necessary expenses incurred while traveling on City business if funds are available. As such, all travel must be approved in advance and any Temporary Service Worker authorized to travel for City business will be compensated in accordance with the City's Personnel Administrative Manual, Section 1405-Travel and Meeting Expense Policy, which can be found at http://www.nngov.com/DocumentCenter/View/237 .

I. Placement Fees: Temporary Service Workers may be hired by the City at any time to fill publicly advertised position vacancies and the City does not agree to pay placement fees unless otherwise negotiated. In addition, the City does not agree to the Temporary Service Workers being obligated for any placement fee to the Contractor upon being hired by the City unless otherwise negotiated.

J. Transitioning Existing Temporary Service Workers: At the request of the City, the Contractor shall make reasonable efforts to transition existing Temporary Service Workers provided by other temporary employment agencies.

K. Reporting Requirements:

On a monthly basis, the Contractor shall provide the City's POC with electronic reports of the individual usage and the total dollar volume of purchases by the 15th day of the month following actual usage, or the following business day if the 15th day of the month falls on a weekend or holiday.

The required report information will include, but may not be limited to, the purchase order number for each assignment, the number of regular hours and overtime hours worked for each position furnished for the completed month for which the report covers, and the actual cost for each position furnished. Monthly and cumulative reports will also include information for each Temporary Service Worker, the worker's name, hours worked, hourly pay rate, and totals. A template of the monthly report in Excel format will be provided to the awarded Contractors. Failure to submit this information in the required format and time may result in payment delays and/or cancellation of the awarded contract.

L. Occupational Safety and Health: The Contractor shall ensure that all Temporary Service Workers are given adequate safety and health training as required by OSHA, explanations of their position duties, and ensure that they are provided necessary protections by the City. The City will treat Temporary Service Workers like any other workers in terms of OSHA job required training, and safety and health protections. The City shall provide specific training tailored to the particular workplace equipment/hazards.

M. Affordable Care Act: Penalties assessed to the Contractor by the federal government due to lack of health coverage under the Affordable Care Act, or insufficient health coverage shall be the responsibility of the Contractor. It is the Contractor's responsibility to ensure its own compliance with all applicable law; the City shall NOT be responsible for any penalties or noncompliance costs under the ACA that are incurred or assessed related to the Contractor's employees, regardless of whether such ACA penalties or non-compliance costs are assessed to the Contractor or to the City.

ATTACHMENT A
PROPOSAL FORM
(Completed Form shall be submitted as Proposal Cover Pages)

RFP Number:	21-1160-6025
Proposal Name:	Temporary Service Workers
Due Date and Time:	August 24, 2020 at 5:00 p.m.

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____-_____
Employer Identification Number (EIN)	_____-_____
Social Security Number (only if a EIN is NOT provided)	_____-_____-_____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: _____
or
Firm/Company is not required to have/maintain registration because:_____

2. **PAYMENT TERMS:**

- "Net 30"
- **Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

3. **ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted:

_____

_____

_____

_____

_____

_____

5. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

- Yes
- No

6. **PROPOSER'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting proposals. The proposal should include the following information in the quantities specified in the *Proposal Submission* section.

- ☐ Completed and Signed Proposal Form (This form should act as the cover for the proposal)
- ☐ Completed SWAM Form
- ☐ Completed W-9 (All proposals should include a W-9)
- ☐ Technical Proposal
- ☐ References
- ☐ Proprietary Information Form

7. **ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

8. **AUTHORIZATION**

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm Name:_____

Print Name:_____ Title:_____

Signature:_____ Date:_____

(This form must be signed. All signatures must be original and not photocopies.)

ATTACHMENT B
PRICE PROPOSAL

(Completed Form shall be submitted with the proposal)

OFFEROR NAME: _____

The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports.

Provide the anticipated hourly rates for each category below.

The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract. Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

General Categories:

Category	Low Hourly Rate	High Hourly Rate
Laborers		
Craft Workers and Operatives		
Administrative Personnel		
Technicians		
Professional Staff		
Service Workers		

Rates for Professional Accounting Categories:

Category	Low Hourly Rate	High Hourly Rate
Accounting - Administrative (Assistants assigned to the accounting group)		
Accounting - Technical (Mid-level Accountants, Coordinators or Specialist)		
Accounting – Professional (Manager – Senior level Accountants)		

ATTACHMENT B
PRICE PROPOSAL (continued)
(Completed Form shall be submitted with the proposal)

Provide the Contractor's fee for each position category identified above: The fee should include overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. The fee may be expressed as a percentage, flat fee, etc.

ATTACHMENT C
SMALL, WOMEN-OWNED, MINORITY-OWNED AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS

Rev: 8/1/2019

(Completed Form may be submitted with the Proposal or be submitted prior to award)

BIDDER/OFFEROR NAME: _____

It is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM. The success of the City to track the amount of business provided by SWAM firms (whether as a prime contractor or a subcontractor) is dependent upon City Contractors partnering with us in this important endeavor.

BIDDER/OFFEROR'S RESPONSIBILITIES:

A. **Affirmative Steps:** Bidders/Offerors shall take affirmative steps prior to submission of bids/proposals to facilitate participation in contracts by SWAM firms by providing subcontractor or sub-consultant opportunities or by partnering with a SWAM firm. Such efforts may include:

(1) Establish and maintain a current list of small, women-owned, minority-owned and service disabled veteran sources available to provide goods/services.

(2) When feasible, segment total work requirements to permit maximum SWAM participation through subcontracts or partnerships.

(3) Assure that SWAM firms are solicited whenever they are potential sources of goods or services. This step may include:

a. Sending letters or making other personal contact with SWAM firms and SWAM related associations. SWAM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

(i) Specific description of the work to be contracted;
(ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
(iii) Date the information is due to the Bidder/Offeror;
(iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWAM subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other resources to obtain certification or identify subcontractor or sub-consultants.

B. **Bidders/Offerors are <u>required</u> to respond to 1-3 below to be deemed *responsive. This information may be* submitted with their bid/proposal or prior to award.**

1. If you are a SWAM firm please indicate type(s) below:

Small Business ☐ **Woman-Owned** ☐ **Minority-Owned** ☐

Service Disabled Veteran (SDV) ☐

Disadvantaged Business Enterprise (DBE) Federal Designation ☐

Certification by (SBSD, Other U.S. State Entity, Local Government, etc.):
attach certificate if available _____

_____

Certification #: _____

2. In the spaces below, state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a SWAM business enterprise, put zeros in the spaces below).

Total dollars to be sub-contracted:		Company Name:
Total **Small Business**	$_____	_____
Total **Woman-Owned**	$_____	_____
Total **Minority-Owned**	$_____	_____
Total **SDV** Dollars	$_____	_____
Total **DBE** Dollars	$_____	_____

3. If you do not plan to utilize such firms in this contract, state your reasons:
_____

RESOURCES

For your reference a link to the Virginia Department of Supplier Diversity (SBSD) SWAM Directory is provided here: https://www.sbsd.virginia.gov/directory/

Other Resources

National Minority Supplier Development Council	www.nmsdc.org
Carolina-Virginia Minority Supplier Diversity	www.cvmsdc.org
Small Business Administration	www.sba.gov

*Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on **eVA**. This a tool to aid in establishing prime and subcontractor relationships.*

ATTACHMENT D
REFERENCE PAGE

MUST BE FOR EQUIVALENT SERVICES

(Completed Form shall be submitted with the Proposal)

Do Not Include the City of Newport News as a Reference

OFFEROR NAME _____

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: $	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: $	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: $	

ATTACHMENT E
PROPRIETARY INFORMATION

(Completed Form shall be submitted with the Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

( ) **No**, the proposal does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the proposal does contain trade secrets and/or proprietary information.

If YES, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information in contained in the proposal.**

EXHIBIT I
PROFESSIONAL ACCOUNTING
SCOPE OF WORK DESCRIPTIONS

ADVANCED ACCOUNTING

GENERAL STATEMENT OF RESPONSIBILITIES

This position is responsible for the administration and oversight of complex professional accounting work involving research, analysis, preparation and maintenance of financial records and reports. May supervise agency-wide Procurement and Vendor Management, Expenditures and Encumbrance Management; or Revenue/Grant Management and financial reporting functions. Reports to the Chief of Fiscal Operations.

ESSENTIAL JOB FUNCTIONS

Coordinates and supervises professional accounting work for the assigned fiscal unit; creating and implementing improvements to procedures, internal controls, and fiscal business systems; reviewing and approving journal entries and correcting entries; collaborating with agency and City stakeholders on day-to-day operational processes based on Federal/State/Local guidelines; gathering, communicating, performing analysis, and identifying trends of agency financial information and interpreting of Federal/State fiscal policy for Senior Management decision-making purposes; and performing subject-matter expert problem resolution for the assigned units.

Responsible for oversight and management of one or more major departmental financial functions which may include, but is not limited to, Procurement & Vendor Management; Expenditure & Encumbrance Management; or Revenue and Reporting Management. Responsibilities may include administration of the agency's P-card transactions and reporting, coordinating and monitoring Requests for Proposals and Memorandums of Understanding in accordance with established City procedures, oversight of departmental grants, coordination of accounts payable processes, general ledger management and reconciliations, asset system maintenance, budget monitoring for both City and State programs, or similar activities.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – Considerable knowledge of generally accepted accounting principles (GAAP) and governmental accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting and procurement principles and practices and multi-faceted accounting application systems. Knowledge of Federal, State, and Local laws and regulations governing the receipt, custody, and expenditure of public funds. General knowledge of public administration, grant administration, and contract law.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes meeting quality standards for services, and evaluation of customer satisfaction.
- Supervision – Knowledge of leadership techniques, principles and procedures to assign work, schedule, supervise, train, and evaluate the work of assigned staff. General knowledge of Human Resources Information Systems.
- Technology – Knowledge of fiscal business solutions, practices, and procedures including, but not limited to personal computers, for procurement and vendor management, expenditures and encumbrance management, revenue and reporting functions, spreadsheets, and related programs.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of financial tasks with reasonable speed and accuracy.
- Critical Thinking – Using logic and reasoning to understand, analyze, and evaluate complex

situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.

- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees at all levels, accounting representatives from all departments, and outside agencies. Effectively responds to and resolves difficult inquiries and disputes.
- Judgment and Decision Making – Evaluating the best method of research and then exercising appropriate judgment in establishing priorities and resolving complex matters. Considering the relative costs and benefits of potential actions to choose the most appropriate one.

REQUIRED ABILITIES

- Financial Management – Ability to perform complex arithmetic, algebraic, and statistical applications to perform financial transactions. Ability to employ accounting principles and practices in the analysis and reporting of financial data.
- Coordination of Work – Ability to establish and implement effective administrative programs and procedures. Ability to plan and organize daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Attends and maintains a calendar for meetings, deadlines and events. Performs a broad range of supervisory responsibilities over others.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand; to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing. Ability to handle a variety of human resources issues with tact and diplomacy and in a confidential manner.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Business Management, Finance or a related field with course work equivalent to a major concentration in accounting and 3-5 years of progressively responsible professional accounting experience or an equivalent combination of education and experience, including 1-2 years of supervisory experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING COORDINATION

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports.

ESSENTIAL JOB FUNCTIONS

Maintains and monitors the agency's purchase of services processes, preparation of City purchase requisitions, expenditure encumbrances, and City P-Card processes in compliance with Federal/State/Local guidelines. Responsible for the maintenance, monitoring, and recordkeeping of agency contracts, fiscal agreements, leases, and Memorandums of Understanding. Coordinates vendor management and recordkeeping to include but not limited to monitoring vendor information in SAMS, and managing the collection of vendor W-9s, vendor insurance, and vendor licenses, as applicable. May participate on RFP committees and/or provide fiscal information to support RFP decision-making. Reconciles City accounting systems with agency purchase of service system on a regular basis.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting

of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions

ACCOUNTING COORDINATOR (REVENUE AND REPORTING TEAM)

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports. Reports to the Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Coordinates and prepares financial reports and expenditure reimbursement requests in various automated accounting systems. Responsible for effective fiscal management for the department to include budget preparation, budget amendment requests, and monitoring of allowable expenditures based on Federal/State/Local fiscal guidelines. Monitors and oversees departmental grants, to include expenditures, grant revenues, and files grant reports as required. Accurately records expenditure recoupments to reflect the reduction of City and/or State expenses. Effectively manages the agency's cash collection process and follows best practice internal controls. Reconciles various general ledger accounts including but not limited to donation accounts, accounts receivable accounts, and Federal/State revenue accounts. Manages Special Welfare Funds for Foster Children.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING SUPPORT

GENERAL STATEMENT OF RESPONSIBILITIES

Under general supervision, this position is responsible for performing a full range of accounting support work, to include reviewing a variety of billings to ensure accuracy; resolving discrepancies and processing payments and assisting in developing and implementing procedures to improve methods of accounting within the department. Reports to a Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Reviews detailed accounting transactions; performs data retrievals, inquires, analysis and reconciliations from a variety of data sources; ensures that revenues generated from departmental activities and programs are recorded accurately and in a timely manner; researches discrepancies and takes proper steps to resolve matters.

Enters quick entries, purchase of service system entries and purchase order receipts for billings, travel expenses and other payment requests. Performs audits to confirm proper authorization, mathematical accuracy, adequate support documentation, accurate payee information and to determine if the payment has been properly assigned. Researches and reports 1099 miscellaneous income, unclaimed property and information for audits and assignments in support of the Expenditures and Encumbrances Senior Accountant. Researches and resolves discrepancies, resolves problems such as but not limited to payment inquiries by vendors, errors on invoices, requests and transactions. Maintains contact necessary with vendor and various City and Department staff until all discrepancies are resolved.

Performs database management and budget monitoring; tracks expenditures for human services programs; prepares journal entries of expenditures and adjustments; verifies financial statements and reports for completeness, accuracy and validity. Processes checks, financial notices, form letters, and accounting documents and ensures proper and accurate backup information accompanies related files and records.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting - Knowledge of general accounting principles, financial computations, statistical analysis and forecasting techniques. Knowledge of basic budgeting principles and practices and multi-faceted accounting application systems.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.
- Technology – Thorough knowledge of office systems, practices, procedures and administration. Knowledge of general office equipment and personal computers.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of administrative tasks with reasonable speed and accuracy.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees and all levels of management to include representatives from other departments and organizations. Effectively responds to and resolves inquiries and disputes.
- Judgment/Decision Making – Evaluates the best method of research and then exercises appropriate judgment in establishing priorities and resolving matters. Considers the relative costs and benefits of potential actions to choose the most appropriate one.

- Time Management - Plans and organizes daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.

REQUIRED ABILITIES

- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical applications. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires an Associate's Degree in Accounting, Business Management or a related field and 3-5 years of responsible accounting support work or closely related experience or an equivalent combination of education and experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or workstation.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

EXHIBIT II
INSURANCE REQUIREMENTS
Rev. 8/1/19

1. **General Insurance Requirements:**

   a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated "A" or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days' prior written notice (10 days' for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.

   b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.

   c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment , shall be with the same company. Contractor also agrees that their insurance is primary.

   d. Other insurance may be required depending on the scope of work presented.

   The City of Newport News shall be an Additional Insured in all such policies.

2. **Insurance Requirements**

   The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

   Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.

   a. **Commercial General Liability**

   The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)	$1,000,000
Property Damage per occurrence (PD)	$1,000,000
If Policy has Aggregate Provisions – Minimum Annual Aggregate Limit	$1,000,000

b. **Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence $1,000,000.

c. **Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer's liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL) $2,000,000

d. **Workers' Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be $1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

e. **Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News (at least 10 days' for cancellation due to non-payment of premium)."

f. **Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

EXHIBIT III
SAMPLE CONTRACT/AGREEMENT

CONTRACT FOR
Temporary Service Workers

THIS CONTRACT is made effective this ____ day of _____, 202__ by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "**City**," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**."

WHEREAS, in response to the City's Request for Proposals (RFP) # [_____] entitled [_____], the Contractor has submitted a timely proposal to provide non-professional services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the purchase order(s), and the Contractor's proposal, all of which are incorporated by reference.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on [_____] and shall continue for one year **or** continue through [_____], with an option to renew at the City's sole discretion, for _____additional one-year periods.
4. **Payment**. The City shall pay the Contractor for services rendered as follows: **or** as identified in Exhibit A. The method for determining price adjustments, if offered, is specified in the RFP.
5. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by my mutual agreement. The City Manager or his designee may execute such amendments on behalf of the City.
10. **Suspension or Termination**. The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices**. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

SAMPLE

EXHIBIT III
SAMPLE CONTRACT/AGREEMENT continued

Contractor:
Name
Address

City: _____, Senior Buyer
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: _____@nnva.gov
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

_____
Name of Contractor

BY_____

_____
Print or Type Name

TITLE_____

CITY OF NEWPORT NEWS, VIRGINIA

BY_____

_____
Print or Type Name

TITLE_____

Page 1

EXHIBIT A
PAYMENT

Page 2

EXHIBIT B
NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work, Terms or Conditions are incorporated into the Contract:

Page 3

ATTACHMENT B

CITY OF NEWPORT NEWS, VIRGINIA
OFFICE OF PURCHASING
2400 Washington Avenue
Newport News, VA 23607
www.nnva.gov/purchasing
(757) 926-8721

CONTRACT SUMMARY / CONTRACT RENEWAL

Vendor

ROBERT HALF INTERNATIONAL INC
THE CREATIVE GROUP, RH LEGAL
2613 CAMINO RAMON
SAN RAMON, CA 94583
Vendor Number 10159

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	**21-1160-04**
Department	**HUMAN RESOURCE**
Contract Officer	**Barachiah E. Gonzale** gonzalesbe@nnva.gov
Start:	**01/15/2021**
Current Term End:	**12/31/2025**
Final Option End:	**12/31/2025**

CONTRACT DESCRIPTION

TEMPORARY SERVICE WORKERS

CONTRACT DETAILS

NOVEMBER 14, 2024

CONTRACT RENEWAL

THE CITY IS EXERCISING THE FINAL RENEWAL OPTION YEAR FOR THE ABOVE REFERENCED CONTRACT THROUGH DECEMBER 31, 2025. THE CITY IS ELECTING TO ALIGN ALL TEMPORARY SERVICES CONTARCTS. THEREFORE THE CURRENT EXPIRATION DATE HAS MOVED FORWARD. THE RENEWAL IS ISSUED UNDER THE SAME TERMS AND CONDITIONS OF THE INITIAL CONTRACT.

PLEASE CONTACT THE CONTRACT OFFICER NOTED ABOVE WITHIN 7 DAYS OF RECEIPT OF THIS RENEWAL DOCUMENT IF YOUR FIRM DOES NOT ACCEPT THE RENEWAL.

ALL CONTRACT MODIFICATION REQUESTS MUST BE SUBMITTED TO THE CONTRACT OFFICER IN THE OFFICE OF PURCHASING FOR CONSIDERATION, AND EXECUTION WHERE NECESSARY.

A BLANKET PURCHASE ORDER OR INDIVIDUAL PURCHASE ORDERS WILL BE ISSUED WHEN GOODS AND SERVICES ARE REQUIRED BY THE CITY.

THE PRIMARY USER OF THE CONTRACT IS THE DEPARTMENT OF HUMAN RESOURCES. HOWEVER, SERVICES MAY BE UTILIZED BY OTHER DEPARTMENTS WHEN APPROPRIATE.

PRIMARY DEPARTMENT CONTACT: ROSLYN GERVIN, GERVINRL@NNVA.GOV, 757 926 1817.

CONTRACTOR CONTACT: SAVANAH CRAWFORD, SAVANAH.CRAWFORD@ROBERTHALF.COM, 757-624-1100.

By: _____
Gary W Sightler, Purchasing Agent

REV 2024-03-25

Exhibit B:
Insurance Requirements
(Staff Augmentation)

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office 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 Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, **$1,000,000** aggregate.

5. **Crime/Fidelity Bond** – Insurance no less than **$1,000,000** per occurrence, covering all officers and employees, for loss of proceeds caused by dishonesty.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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

For any claims related to this contract, the **Contractor's CGL, automobile Liability, and Worker's Compensation insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's CGL, Automobile Liability, and Worker's Compensation insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required of the underlying policies, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's CGL, Automobile, and Worker's compensation policies and any umbrella policies following those policies form are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) days written notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation for the CGL, Automobile and Worker's compensation insurance policies. 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

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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 and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING MOTION TO EXECUTE AN AMENDMENT TO THE STANDARD AGREEMENT WITH ROBERT HALF INC.

On March 18, 2020, the City of Stockton approved to enter into a cooperative/piggyback purchase agreement with Robert Half to provide staff to support critical structures in the payroll processes; and

The original term of the agreement was through December 31, 2025, with an option to extend; and

Both parties desire to extend the term of the agreement for an additional period of one year through December 31, 2026, under the same terms and conditions; and

The amendment to the agreement has been reviewed and approved by City staff and deemed to be in the best interest of the City; now, therefore,

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

1. The City Council hereby approves the amendment to the agreement with Robert Half to extend the term of the agreement through December 31, 2026, with not-to-exceed amount of $400,000 of the total contract.

2. The City Council hereby approves findings pursuant to Stockton Municipal Code 3.68.070(A)(5) in support of an exception to the competitive bid process.

3. The Interim City Manager, or their designee, is authorized to execute the contract amendment and any related documents necessary to carry out the intent of this resolution.

4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, and ADOPTED July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton\

File #: 25-0693, **Version:** 1

APPROVE FINDINGS AND AWARD A CONTRACT TO VERDANTAS INC. TO COMPLETE AN URBAN WATER MANAGEMENT PLAN

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

2. Award a two-year contract to Verdantas Inc. in the amount of $104,467 to complete an Urban Water Management Plan to satisfy all Department of Water Resources (DWR) requirements.

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

The Municipal Utilities Department (MUD) is comprised of three enterprise funds including Water, Wastewater and Stormwater Utilities. The Water Utility provides drinking water service to the northern and southern regions of the Stockton Metropolitan Area, with the California Water Service Company and San Joaquin County serving the central region. The Delta Water Treatment Plant (DWTP) began operation in May 2012, providing up to 30 million gallons per day of treated surface water from the San Joaquin Delta and Mokelumne River.

The City of Stockton MUD is required to comply with the Urban Water Management Planning Act (Act) and prepare an Urban Water Management Plan (UWMP) every five years and submit the plan to the DWR. The UWMP serves as a critical planning document that evaluates urban water supply reliability, future water demands, and alignment with state water efficiency goals. An updated UWMP must meet the latest statutory requirements and be accepted by the Department of Water Resources.

Staff recommend that the City Council award a two-year contract to Verdantas Inc. for a total contract price of $104,467 to complete a new UWMP to satisfy all Department of Water Resources and California Water Code requirements (Exhibit 1 to the Resolution).

DISCUSSION

Background

In 1983, the California State Legislature enacted an Act, codified in Section 10610 of the California Water Code as Water Code section 10620, that requires an urban water supplier prepare and adopt

an Urban Water Management Plan (UWMP). Once adopted, the Water Code requires that the UWMP be updated every five years. As a water supplier providing potable water for municipal purposes to more than 3,000 customers, the City of Stockton must comply with DWR requirements and the California Water Code.

In 2010, before the construction of the Delta Water Supply Project (DWSP), the City submitted an UWMP for the DWTP to the State. In addition, three updates have been submitted since 2010, with a fourth update and latest update due to DWR by July 2026.

On March 20, 2025, the City advertised a Request for Proposals for Urban Water Management Plan Services, Project No. PUR 25-031.

On April 10, 2025, three firms submitted proposals; Black Water Consulting Engineers, Verdantas Inc., and West Yost & Associates Inc. Proposals were evaluated based on qualifications and experience, industry experience, capacity, and ability to meet the DWR requirements. Verdantas Inc. received the highest ranking based on the noted criteria and was determined to be the most qualified firm for this project.

Staff recommend that the City Council award a two-year contract to Verdantas Inc. for a total contract price of $104,467 to complete a new UWMP to satisfy all Department of Water Resources and California Water Code requirements (Exhibit 1 to the Resolution).

Findings

Pursuant to Stockton Municipal Code section 3.68.070, the City Council may approve findings which support and justify an exception to the competitive bidding process. The following findings support and justify an exception:

1. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria ensures that the selected vendor will provide the highest quality professional service.
2. It is in the public interest to complete periodic urban water management plans to meet the Department of Water Resources (DWR) requirements and evaluate long-range water planning and ensure adequate availability and reliability of the water supply.
3. City staff do not have the technical expertise to prepare the Urban Water Management Plan in a timely and cost-effective manner.
4. City staff negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

FINANCIAL SUMMARY

The Delta Water Administrative division account has available funds to procure this service for FY 2025-26.

This action has no impact on the General Fund or any other unrestricted funds.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FINDINGS AND AWARDING A TWO-YEAR CONTRACT TO VERDANTAS INC. FOR $104,467 TO COMPLETE AN URBAN WATER MANAGEMENT PLAN

The City is required to comply with the requirements of the Urban Water Management Planning Act, which was originally adopted in 1983, is codified in Section 10610 of the California Water Code, and requires all water suppliers to conduct an Urban Water Management Plan (UWMP) at least once every five years; and

To comply with the Act, the Municipal Utilities Department (MUD) advertised a Request for Proposals (RFP) to complete the Urban Water Management Plan in accordance with the California Department of Water Resources (DWR) requirements; and

A staff selection committee evaluated and ranked all proposals based on qualifications, industry experience, quality of work, and ability to meet the UWMP survey needs; and

Verdantas Inc. received the highest ranking, based on the noted criteria, and was determined to be the most qualified firm for this project; and

Staff recommend the City Council award a two-year contract, to complete the UWMP, to Verdantas Inc., for a total contract amount not-to-exceed $104,467; now, therefore,

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

1. The City Council hereby approves the following findings pursuant to Stockton Municipal Code Section 3.68.070 to support and justify an exception to the competitive bidding process:

   a. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide the highest quality professional service, which is in the public interest.

   b. It is in the public interest to complete periodic Urban Water Management Plans to meet DWR requirements and evaluate water system reliability, risks, project future water demands, enhance statewide data gathering

and analysis, and address the specific water issues unique to the City of Stockton.

c. City staff do not have the technical expertise to prepare the Urban Water Management Plan in a timely and cost-effective manner.

d. City staff negotiated a contract following solicitation of competitive proposals in accordance with SMC Section 3.68.070 A.3.

2. The City Manager is authorized to execute a two-year contract with Verdantas Inc. to complete the UWMP, for a total not-to-exceed amount of $104,467, a copy of which is attached as Exhibit 1 and incorporated by this reference.

3. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Verdantas Inc. ("Contractor") to provide Urban Water Management Plan as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: Terminates on: 07/01/2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 104,467.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Verdantas Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

06/03/2025
Authorized Signature Date

Karl Brustad, AVP Area Market Water Sector Lead
Printed Name and Title of Person Signing

80 Blue Ravine Road, Suite 280, Folsom, CA 95630
Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1.0 Project Objectives

Complete an update to the 2020 Urban Water Management Plan by the certification deadlines per the California Department of Water Resources (DWR).

2.0 Project Scope

The Contractor shall develop a clear, comprehensive, and actionable UWMP that integrates with the City's long-term planning efforts. The updated UWMP shall closely follow the DWR suggested document structure and clearly present all the required elements for DWR reviewers including the following areas of focus:

2.1 Data Collection and Analysis

1. Assess changes in natural hydrology, climate, and groundwater conditions
2. Anticipate the implications of regional, state, and federal regulations
3. Understand supply conditions and water use variability
4. Identify regional constraints or opportunities for shared water resources
5. Integrate local land use changes, development, plans, and population growth
6. Prepare for water shortages and unforeseen calamities
7. Anticipate infrastructure improvements
8. Recognize project funding needs and opportunities

2.2 Planning

1. Prepare a detailed look at current and future water use, including assessing and error-checking available baseline data and examining long-term planning documents like municipalities' General Plans and Specific Plans.
2. Analyze potable and non-potable water supplies, including reviewing water rights and contracts, assessing water deliveries, ascertaining restrictions on water availability under certain regulatory and hydrological conditions, and other opportunities or limitations explained in documentation for each water supply.
3. Analyze water supply reliability by integrating the water use analyses with the water supply analyses to provide a water service reliability picture under normal conditions, single dry year conditions, and five consecutive dry years through at least 2045.
4. Prepare a realistic Drought Risk Assessment (DRA) by including integrated water supplies and projected water use in a hypothetical five-year drought

condition; and

5. Develop an effective Water Shortage Contingency Plan (WSCP) that specifies opportunities to reduce demand and augment supplies under numerous, and even unpredictable, water shortage conditions.

These planning fundamentals should assist City management with identifying the following: the effectiveness of water shortage contingency planning, necessary infrastructure improvements or emergency interties with neighboring Suppliers, trends in water reliability conclusions related to climate change or regulatory conditions, and opportunities to obtain funding for water management projects.

2.3 New Requirements

There are numerous additional requirements passed by the Legislature for future UWMPs, the selected candidate shall follow these, and any new major requirements provided in the upcoming 2025 UWMP guidance.

1. Five Consecutive Dry-Year Water Reliability Assessment: The Legislature modified the dry-year water reliability planning from a “multiyear” time period to a “drought lasting five consecutive water years” designation.
2. Drought Risk Assessment: The California Legislature created a new UWMP requirement for drought planning in part because of the significant duration of recent California droughts and the predictions about hydrological variability attributable to climate change.
3. Seismic Risk: The Water Code now requires Suppliers to specifically address seismic risk to various water system facilities and to have a mitigation plan. An important aspect of this provision is the intersection of water supply infrastructure planning with a county or regional hazard mitigation plan.
4. Energy Use Information: The Water Code now requires Suppliers to include readily obtainable information on estimated amounts of energy for their water supply extraction, treatment, distribution, storage, conveyance, and other water uses.
5. Water Loss Reporting for Five Years: The Water Code added the requirement to include the past five years of water loss audit reports as part of this UWMP.
6. Water Shortage Contingency Plan: In 2018, the Legislature modified the UWMP laws to require a WSCP with specific elements. The WSCP is a document that provides a Supplier with an action plan for a drought or catastrophic water supply shortage.
7. Groundwater Supplies Coordination: In 2014, the Legislature enacted the Sustainable Groundwater Management Act (SGMA) to address groundwater conditions throughout California.
8. Lay Description: The Legislature included a new statutory requirement for

Suppliers to include a lay description of the fundamental determinations of the UWMP, especially regarding water service reliability, challenges ahead, and strategies for managing reliability risks.

2.4 Document Preparation, Review, and Submission

1. Structure the UWMP according to DWR's recommended format for ease of review and approval.
2. Ensure consistency with the City's General Plan, Climate Action Plan, and Integrated Water Resource Management efforts.
3. Use a progressive review analysis to develop a draft UWMP for City staff input and incorporate feedback to ensure internal alignment before full document completion.
4. Address and respond to any DWR comments promptly to facilitate approval.

3.0 Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor:
Verdantas Inc.
Karl Brustad
80 Blue Ravine Road
Suite 280
Folsom, CA 95630

City:
City of Stockton
Attn: Program Manager I
11373 N. Lower Sacramento Road
Lodi, CA 95242

4.0 Key Personnel

Clara Isho

Program Manager I

Water Division

Municipal Utilities Department

5.0 Option to Renew.

There is no option to renew.

Exhibit B:
Insurance Requirements
(Professional Services)

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office 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 Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to 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.

3.2 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 time 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.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of 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 charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9. 1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time upon ten (10) days notice by mailing such notice in writing to Contractor. After the notice period, the Agreement shall be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed up to the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party, at that party's option, may terminate this Agreement by giving the breaching party ten (10) days written notice. The breaching party shall have ten (10) days from the date of receipt of such notice to cure the breach. If the breach is not cured within this period, the non-breaching party may terminate this Agreement immediately upon written notification.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. 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 Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits**. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality**. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest**. Contractor has no financial interest with any official, employee or other representative of the City that may conflict with or could have an impact Contractor's performance of services under this Agreement. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver**. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability**. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. 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 requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. **Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 “Deliverable” means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions (“GTC”) Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to take reasonable measures to protect the secrecy and avoid disclosure and unauthorized use of such information and records. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement. The City agrees to use the Deliverables only for the purposes for which they were prepared by Contractor. Contractor makes no representations as to the suitability of the Deliverables for use in circumstances not contemplated by the Scope of Services, or as to Deliverables that have been altered in any way by City. As such, Contractor shall not be liable for any claims arising out of changes made to the Deliverables by City, or for any claims related to use of the Deliverables for purposes not contemplated by the Scope of Services.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is $ 104,467.00 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 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.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed _N/A__%.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	SEE ATTACHMENT A	$
2		$
3		$
	TOTAL PRICE	**$**

3. Hourly Rates. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
SEE ATTACHMENT A		$
		$
		$
		$
		$
		$
		$

4. Additional Fees. Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
SEE ATTACHMENT A	$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

mudfinance@stocktonca.gov

City of Stockton
2025 Urban Water Management Plan Update
Estimated Work Effort and Cost

Task No.	Task Description	Principal in Charge & QA/QC	Project Manager 3	Senior Engineer 1	Staff Engineer 2	Administrative 4	PBI Labor	Total PBI Labor ($)	PBI Expenses ($)	Total Cost ($)
	2025 Rates	$ 290.00	$ 260.00	$ 220.00	$ 170.00	$ 120.00				
Task 1 -	**Project Management and Meetings**									
1.1	Project Management and Meetings	2	16	8	8	12	46	$9,300	$930	$10,230
	Subtotal Task 1	**2**	**16**	**8**	**8**	**12**	**46**	**$9,300**	**$930**	**$10,230**
Task 2 -	**Preparation of Draft UWMP**									
2.1	Data Gathering and Evaluation	2	8	8	16		34	$7,140	$714	$7,854
2.2	Analysis and Report Sections									
	Introduction and Overview	1	2	2	4		9	$1,930	$193	$2,123
	Plan Preparation	1	2	2	4		9	$1,930	$193	$2,123
	System Description	1	4	4	16		25	$4,930	$493	$5,423
	Water Use Characterization	1	4	6	24		35	$6,730	$673	$7,403
	Baselines and Targets	1	4	8	16		29	$5,810	$581	$6,391
	System Supplies	1	2	8	16		27	$5,290	$529	$5,819
	Water Supply Characterization	1	2	8	16		27	$5,290	$529	$5,819
	Water Service Reliability and Drought Risk Assessment	1	2	8	16		27	$5,290	$529	$5,819
	Water Shortage Contingency Plan	1	8	16	32		57	$11,330	$1,133	$12,463
	Demand Management Measures	1	4	16	32		53	$10,290	$1,029	$11,319
	Plan Adoption, Submittal, and Implementation	1	2	2	2		7	$1,590	$159	$1,749
	Subtotal Task 2	**13**	**44**	**88**	**194**	**0**	**339**	**$67,550**	**$6,755**	**$74,305**
Task 3 - Admiistrative Draft Report										
3.1	Administrative Draft Report	2	4	4	24	4	38	$7,060	$706	$7,766
	Subtotal Task 3	**2**	**4**	**4**	**24**	**4**	**38**	**$7,060**	**$706**	**$7,766**
Task 4 - Public Hearing										
4.1	Preparation of Public Notices		2	4		4	10	$1,880	$188	$2,068
4.2	Preparation of Presentation	2	4	6			12	$2,940	$294	$3,234
	Subtotal Task 4	**2**	**6**	**10**	**0**	**4**	**22**	**$4,820**	**$482**	**$5,302**
Task 5 - Final Adopted Report										
5.1	Finalize and Print Adopted Report	2	4	6	12	4	28	$5,460	$546	$6,006
5.2	Submit to DWR			2	2		4	$780	$78	$858
	Subtotal Task 5	**2**	**4**	**8**	**14**	**4**	**32**	**$6,240**	**$624**	**$6,864**
	COLUMN TOTALS	**21**	**74**	**118**	**240**	**24**	**477**	**$94,970**	**$9,497**	**$104,467**

TOTAL COST	**$104,467**

PETERSON . BRUSTAD . INC
ENGINEERING . CONSULTING

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

Task	Due Date
Urban Water Management Plan	July 01, 2026

File #: 25-0554, **Version:** 1

APPROVE FINDINGS AND AWARD A CONTRACT TO VERDANTAS INC. TO COMPLETE A WATERSHED SANITARY SURVEY FOR THE WATER UTILITY

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

2. Award a two-year contract to Verdantas Inc. in the amount of $103,257, to complete a Watershed Sanitary Survey to satisfy the California Surface Water Treatment Rule requirements. (Exhibit 1 to the Resolution).

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

The Municipal Utilities Department (MUD) is comprised of three enterprise funds including Water, Wastewater and Stormwater Utilities. The Water Utility provides drinking water service to the northern and southern regions of the Stockton Metropolitan Area, with the California Water Service Company and San Joaquin County serving the central region. The Delta Water Treatment Plant (DWTP) began operation in May 2012, providing up to 30 million gallons per day of treated surface water from the San Joaquin Delta and Mokelumne River.

The California Code of Regulations, Title 22, Chapter 17 establishes the California Surface Water Treatment Rule (SWTR). The SWTR requires that all water suppliers conduct a sanitary survey of their watershed(s) at least once every five years. The objective of the Watershed Sanitary Survey is to meet the Surface Water Treatment Rule (SWTR) requirements and evaluate potential contaminant sources within the DWTP watershed that may impact water quality.

If approved, this action will award a two-year contract to Verdantas Inc., in an amount not-to-exceed $103,257, to complete a Watershed Sanitary Survey to satisfy California Surface Water Treatment Rule requirements.

DISCUSSION

Background

In June 1991, the California Code of Regulations approved new rules mandating all water suppliers

using surface water sources to complete a sanitary survey of their respective watershed(s) and provide an update report every five years. As a potable water supplier using surface water sources like the Sacramento San Joaquin Delta and the Mokelumne River, the City of Stockton must comply with the SWTR and the California Code of Regulations.

In December 2009, before the construction of the DWTP, the City submitted a sanitary survey of the Delta Water Supply Project (DWSP) watershed to the state. Three updates have been submitted to the state since 2009, with a fourth update due to Department of Water Resources (DWR) by December 2026.

On March 17, 2025, the City advertised a Request for Proposals for Watershed Sanitary Survey Services, Project No. PUR 25-029.

On April 3, 2025, two firms submitted proposals, Rincon Consultants, Inc. and Verdantas Inc. Proposals were evaluated based on qualifications and experience, industry experience, capacity, and ability to meet the requirements of the SWTR. Verdantas Inc. received the highest ranking based on the noted criteria and was determined to be the most qualified firm for this project.

Staff recommend the City Council award a two-year contract to Verdantas Inc. for a total contract price of $103,257 (Exhibit 1 to the Resolution).

Findings

Pursuant to Stockton Municipal Code section 3.68.070, the City Council may approve findings which support and justify an exception to the competitive bidding process. The following findings support and justify an exception:

1. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide the highest quality professional service, which is in the public interest.

2. It is in the public interest to complete periodic watershed sanitary surveys to meet the Surface Water Treatment Rule (SWTR) requirements and evaluate potential contaminant sources within the DWTP watershed that may impact water quality.

3. The City does not have the technical expertise to prepare the Watershed Sanitary Survey in a timely and cost-effective manner.

4. The City negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

FINANCIAL SUMMARY

Funds are available in the Delta Water Administrative account to cover the procurement of this service for FY 2024-25.

This action has no impact on the General Fund or any other unrestricted funds.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FINDINGS AND AWARDING A TWO-YEAR CONTRACT TO VERDANTAS INC. FOR $103,257 TO COMPLETE A WATERSHED SANITARY SURVEY FOR THE WATER UTILITY

The California Code of Regulations, Title 22, Chapter 17, establishes the California Surface Water Treatment Rule (SWTR) requiring all surface water suppliers to conduct a sanitary survey of their watershed(s) at least once every five years; and

To comply with the SWTR, the Municipal Utilities Department (MUD) advertised a Request for Proposals (RFP) to complete the Watershed Sanitary Survey (WSS) in accordance with SWTR requirements; and

A selection committee evaluated and ranked all proposals based on qualifications, industry experience, quality of work, and ability to meet the WSS survey needs; and

Verdantas Inc. received the highest ranking, based on the noted criteria, and staff has determined it to be the most qualified firm for this project; and

Staff recommends the City Council award a two-year contract, to complete the WSS, to Verdantas Inc., for a total contract amount not-to-exceed $103,257; now, therefore,

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

1. The City Council hereby approves the following findings pursuant to Stockton Municipal Code section 3.68.070 to support and justify an exception to the competitive bidding process:

   a. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide the highest quality professional service, which is in the public interest.

   b. City staff negotiated a contract following solicitation of competitive proposals in accordance with SMC Section 3.68.070A.3.

   c. It is in the public interest to complete periodic watershed sanitary surveys to meet the Surface Water Treatment Rule requirements and evaluate potential contaminant sources within the DWTP watershed that may impact water quality.

d. City staff do not have the technical expertise to prepare the Watershed Sanitary Survey in a timely and cost-effective manner.

2. The City Manager is authorized to execute a two-year contract with Verdantas Inc. to complete the WSS, for a total not-to-exceed amount of $103,257, a copy of which is attached as Exhibit 1 and incorporated by this reference.

3. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Verdantas Inc. ("Contractor") to provide Watershed Sanitary Survey as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: Terminates on: 07/01/2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 103,257.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Verdantas Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

06/03/2025
Authorized Signature Date

Karl Brustad, AVP Area Market Water Sector Lead
Printed Name and Title of Person Signing

80 Blue Ravine Road, Suite 280, Folsom, CA 95630
Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1.0 Project Objectives

Complete an update to the 2021 Delta Water Treatment Plant Watershed Sanitary Survey by the certification deadlines per the California Surface Water Treatment Rule (SWTR) requirements.

2.0 Project Scope

The contractor shall update the 2021 Delta Water Treatment Plant Watershed Sanitary Survey. Contractor shall compile and evaluate all past data and any new data from the 2021 WSS to ensure a comprehensive and up to date assessment.

2.1 Task 1 - Watershed and Water Supply System

The contractor shall update the following elements of the watershed and water supply system, as necessary, based on prior assessments in the 2009, 2015, and 2021 WSS.

1. Land Use: Major land uses and population centers.

2. Natural Setting: A description of the Sacramento River, San Joaquin, and Delta watersheds.

3. Hydrology: The hydraulic characteristics of the Delta, including influences from tributary stream inflows, daily tidal inflow and outflow, Delta water diversions, and export pumping from the south Delta.

4. Water Supply System and Treatment Facilities. Major features, including:

a) service area characteristics, management practices, and annual usage

b) raw water intake and conveyance facilities

c) intake protection facilities or measures

d) treatment facilities or treatment plant processes

e) treated water storage and distribution facilities

f) existing canal from Lodi Lake, as well as facilities which deliver the water to the treatment plant

5. Emergency Plans: Existing plans for natural, accidental, or vandal-caused disasters, including chemical spills, fires, serious power failure, equipment failure, and drought contingency.

2.2 Task 2 – Potential Contaminant Sources in the Watersheds

This task includes a discussion of potential contaminant sources in the watershed, population growth or economic development in the watershed, and projected changes in the sources and types of contaminants in the future. Land uses and specific contaminant sources will be updated as necessary and identified on the 2015 Delta Water Supply Project Watershed Sanitary Survey maps of the watershed.

Potential sources of information include: the City of Stockton, San Joaquin County, Sacramento County, Amador County, the Central Valley Regional Water Quality Control Board (CVRWQCB) Waste Discharge Requirement files, the California Department of Pesticide Regulation, and the U.S. Natural Resources Conservation Service. Research methods primarily include interviews with local government agencies, and review of existing reports.

Contaminants reported in point and nonpoint pollution sources will be identified in order to identify the effects on raw water quality at the intakes to the water treatment plants. The survey will update information on wastewater treatment plants and other major sources of discharge or runoff in the study area, as well as major land uses. These sources include contaminants associated with agriculture, grazing, septic tanks, and recreation. BC will describe the associated contaminants of concern and their causes and assess the potential to affect water quality. As with the 2009, 2015, and 2021 survey, contaminant sources in closer proximity to the intake will be reviewed more thoroughly than sources which are more distant.

Specific sources of contaminants will be identified, presented, and evaluated for the following activities:

1. Wastewater: Facilities with waste discharge requirements regulated by the CVRWQCB will be described.

2. Septic tanks: The overall record of septic systems will be reviewed with the Sacramento, San Joaquin and Amador County public works departments.

3. Urban runoff: Large dischargers of residential runoff will be identified, including their typical constituents, and the key contaminants of concern to drinking water quality.

4. Recreational use: Primarily Delta watershed recreation will be described.

5. Agricultural land use/Grazing/Pesticides: The primary crops grown and the available data related to application quantities of pesticides and herbicides will be described. The pesticides used and their impact on drinking water quality will be described. The potential for grazing animals to be carriers of *Giardia* and *Cryptosporidium* will be discussed, including their impact on the source water quality.

6. Wild animals: Wild animal populations will be discussed because of their

potential to be *Giardia* and *Cryptosporidium* carriers.

7. Solid and hazardous waste disposal facilities: The operational status and potential contaminants that may leach from these facilities will be discussed.

8. Hazardous materials storage/spills: The number and status of leaking underground storage tanks will be provided. The number, location, and quantity of hazardous materials spills involving waterways will be provided.

9. Mine runoff: The location and type of mines regulated under the Surface Mining and Reclamation Act will be provided.

10. Geologic hazards: Natural disasters that can add sediment to surface waters and increase turbidity include earthquakes, fire, landslides, and floods will be discussed.

11. Timber harvest/Fires: Timber harvesting in upper Amador County and wildland fires will be briefly described, as well as the related water quality concerns.

12. Unauthorized activity: Typical unauthorized activities in this watershed will be described, including dumping of chemicals, paints, or other toxic materials in surface water.

13. Derelict vessels: The presence of derelict vessels within the Delta, and their potential to contribute to water contamination through leaking fuel, oils, or hazardous materials, will be evaluated. The impact of these vessels on water quality and efforts for their removal will be considered.

14. Dredging: The annual dredging of the Stockton Deep Water Ship Channel will be discussed, including that related to the Port of Stockton expansion project.

15. Invasive species: The discussion of the threat imposed by quagga, zebra mussels, golden mussels, as well as watershed management activities implemented by state and local agencies, will be updated.

16. New Delta Conveyance Facility: An isolated conveyance facility that would separate the export water from the waters of the Delta was in the planning stages during the preparation of previous surveys. This discussion will be updated to describe the current ongoing planning.

17. Anticipated growth in the watershed: Anticipated growth in the watershed that is likely to affect sources of contaminants to the water supply system in the near future to the next 10 years will be broadly reviewed and discussed.

2.3 Task 3 – Water Quality Analysis

The current Safe Drinking Water Act regulations that apply to the City of Stockton will be summarized and reviewed. The specific constituents of concern in the watershed will be discussed. The City of Stockton's water quality monitoring will

be described, and the results analyzed. Recommendations will be made regarding the water quality monitoring program. Potential future regulations and their impacts will be discussed. The water quality analysis is described further below.

Water Quality Data Evaluation. Raw water quality data collected by the City of Stockton at the treatment plant intake will be compiled, processed, statistically analyzed, and summarized in the survey. Raw water quality results will be compared to established standards for drinking water quality. The data will be compared to the standards in the State Water Resources Control Board (SWRCB) Guidance Document for the Surface Water Treatment Rule. The data will also be analyzed to determine if there are trends over time and seasonal trends in constituent concentrations. This water quality review will be limited to data available in electronic format from the City of Stockton at the time of preparation of this report.

The following constituents are of key concern because they may impact public health and affect treatment plant operations:

1. Microbiological contaminants
2. Turbidity
3. Nutrients
4. Natural Organic Matter (NOM)
5. Taste and odor
6. Algae
7. Organic contaminants (including pesticides and herbicides)
8. Inorganic contaminants
9. pH
10. Trihalomethanes (indicates impact of wastewater treatment plant discharges)

The 2021 evaluation of land use and the potential contribution of constituents of concern within the watershed will be updated. In particular, the report will describe how potential contaminant sources may contribute elevated microbial concentrations to surface waters (e.g., coliform, viruses, *Giardia*, and *Cryptosporidium*).

Ability to Meet Current State and Federal Drinking Water Regulations. The 2009,2015, and 2021 assessment of the water treatment plant ability to meet current state and federal drinking water treatment requirements with the existing surface water quality will be updated. This effort will involve comparing the water quality data to regulatory performance requirements (i.e., this review will not

include physical inspection, testing or evaluation of the treatment plant facility). In addition, based on the treatment plant's performance to date, the effect of future regulations on the City's ability to meet maximum contaminant levels with current treatment processes will be evaluated.

Specifically, based on the water quality data, the ability of the City to comply with the existing Stage 1 and 2 Disinfectants/Disinfection By-Products Rules, and the Interim Enhanced and Long-Term 2 Surface Water Treatment Rules will be discussed.

Water Quality Recommendations. The discussion of management practices which, if implemented, could affect the level of treatment for viruses and *Giardia* will be updated. Specific control measures and/or enhanced treatment will be recommended as appropriate to control water quality problems in the watersheds. Potential deficiencies in the existing monitoring will be identified. Recommendations will also be made for monitoring necessary to satisfy future regulatory requirements. The recommendations provided will be specific so that water operation staff will understand the needs and how to correct the problems that are identified.

2.4 Task 4 – Watershed Control and Management Practices

Watershed management practices reported in the 2009,2015, and 2021 survey will be reviewed, updated and recommendations made regarding measures that can be taken by the City of Stockton, or by others, to reduce the discharge of key contaminants to the Sacramento and San Joaquin rivers.

2.5 Task 5 – Draft Watershed Sanitary Survey

A draft watershed sanitary survey will be prepared for the Delta Water Supply Project. Five copies of the total of the draft survey will be delivered to the City and as an editable version of the Word document.

2.6 Task 6 – Final Watershed Sanitary Survey

The City of Stockton's comments will be incorporated into the report and a final Watershed Sanitary Survey will be prepared. Five copies of the final survey will be delivered to the City, as well as an editable version of the Word document and a pdf.

2.7 Task 7 – Project Management

The contractor shall provide project oversight, including personnel management, quality assurance, and adherence to project timelines. Regular progress reports will be submitted to the City to ensure all deliverables meet required standards.

3.0 Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor:
Verdantas Inc.
Karl Brustad
80 Blue Ravine Road
Suite 280
Folsom, CA 95630

City:
City of Stockton
Attn: Program Manager I
11373 N. Lower Sacramento Road
Lodi, CA 95242

4.0 Key Personnel

Clara Isho
Program Manager I
Water Division
Municipal Utilities Department

5.0 Option to Renew.

There is no option to renew.

Exhibit B:
Insurance Requirements
(Professional Services)

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office 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 Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to 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.

3.2 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 time 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.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of 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 charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9. 1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time upon ten (10) days notice by mailing such notice in writing to Contractor. After the notice period, the Agreement shall be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed up to the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party, at that party's option, may terminate this Agreement by giving the breaching party ten (10) days written notice. The breaching party shall have ten (10) days from the date of receipt of such notice to cure the breach. If the breach is not cured within this period, the non-breaching party may terminate this Agreement immediately upon written notification.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. 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 Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor has no financial interest with any official, employee or other representative of the City that may conflict with or could have an impact Contractor's performance of services under this Agreement. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. 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 requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 “Deliverable” means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions (“GTC”) Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to take reasonable measures to protect the secrecy and avoid disclosure and unauthorized use of such information and records. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement. The City agrees to use the Deliverables only for the purposes for which they were prepared by Contractor. Contractor makes no representations as to the suitability of the Deliverables for use in circumstances not contemplated by the Scope of Services, or as to Deliverables that have been altered in any way by City. As such, Contractor shall not be liable for any claims arising out of changes made to the Deliverables by City, or for any claims related to use of the Deliverables for purposes not contemplated by the Scope of Services.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is $ 103,257.00 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 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.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed _N/A__%.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	SEE ATTACHMENT A	$
2		$
3		$
	TOTAL PRICE	**$**

3. Hourly Rates. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
SEE ATTACHMENT A		$
		$
		$
		$
		$
		$
		$

4. Additional Fees. Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
SEE ATTACHMENT A	$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

mudfinance@stocktonca.gov

Estimated Work Effort and Cost
City of Stockton - Watershed Sanitary Survey

Task No.	Task Description	QAQC Reviewer Karl Brustad	Project Manager 2 Ashley Smith	Senior Engineer 1 Drew Azevedo	Staff Engineer 2 Laura Hernandez	Staff Engineer 2 Hayden Horan	Administrative 4	PBI Labor	Total PBI Labor ($)	Expenses ($)	Total Cost ($)
	2025 rates	$ 290.00	$ 240.00	$ 220.00	$ 170.00	$ 170.00	$ 120.00				
Task 1 -	**Watershed and Water Supply System**										
1.1	Watershed and Water Supply System	2	8	12	16	40		78	$14,660	$1,466	$16,126
	Subtotal Task 1	**2**	**8**	**12**	**16**	**40**	**0**	**78**	**$14,660**	**$1,466**	**$16,126**
Task 2 -	**Potential Contaminant Sources in the Watershed**										
2.1	Potential Contaminant Sources in the Watershed	2	8	12	16	40		78	$14,660	$1,466	$16,126
	Subtotal Task 2	**2**	**8**	**12**	**16**	**40**	**0**	**78**	**$14,660**	**$1,466**	**$16,126**
Task 3 -	**Water Quality Analysis**										
3.1	Water Quality Analysis	2	6	4	8	16		36	$6,980	$698	$7,678
	Subtotal Task 3	**2**	**6**	**4**	**8**	**16**	**0**	**36**	**$6,980**	**$698**	**$7,678**
Task 4 -	**Watershed Control Management Practices**										
4.1	Watershed Control Management Practices	4	12	16				32	$7,560	$756	$8,316
	Subtotal Task 4	**4**	**12**	**16**	**0**	**0**	**0**	**32**	**$7,560**	**$756**	**$8,316**
Task 5 -	**Draft Watershed Sanitary Survey**										
5.1	Draft Watershed Sanitary Survey	2	8	16	40	16		82	$15,540	$1,554	$17,094
	Subtotal Task 5	**2**	**8**	**16**	**40**	**16**	**0**	**82**	**$15,540**	**$1,554**	**$17,094**
Task 6 -	**Final Watershed Sanitary Survey**										
6.1	Final Watershed Sanitary Survey	2	4	8	16	16		46	$8,740	$874	$9,614
	Subtotal Task 6	**4**	**12**	**24**	**56**	**32**	**0**	**128**	**$24,280**	**$2,428**	**$26,708**
Task 7 -	**Prepare Updated Water Master Plan**										
1.1	General Project Management	4	16				4	24	$5,480	$548	$6,028
1.2	Project Meetings	8	8	0	0			16	$4,240	$424	$4,664
1.3	Quality Assurance/Quality Control	16					2	18	$4,880	$488	$5,368
1.4	Monthly Invoices & Progress Reports		8				12	20	$3,360	$336	$3,696
	Subtotal Task 7	**28**	**32**	**0**	**0**	**0**	**18**	**78**	**$17,960**	**$1,796**	**$19,756**
	COLUMN TOTALS	**43**	**82**	**76**	**116**	**136**	**18**	**471**	**$93,870**	**$9,387**	**$103,257**

TOTAL COST	$103,257

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

Task	Due Date
Watershed Sanitary Survey	December 01, 2026

File #: 25-0632, **Version:** 1

APPROVE FINDINGS AND AWARD AN ENGINEERING SERVICES CONTRACT TO CAROLLO ENGINEERS, INC. FOR THE WESTSIDE SEWER INTERCEPTOR CONDITION ASSESSMENT (UW20018)

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070, which support and justify an exception to the competitive bidding process.

2. Authorize a Professional Engineering Services Contract in the amount of $183,124 with Carollo Engineers, Inc. of Sacramento, CA, to perform a condition assessment of the Westside Sewer Interceptor. (Exhibit 1 to the Resolution).

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

The Municipal Utilities Department (MUD) is comprised of three enterprise funds including Water, Wastewater, and Stormwater Utilities. The Wastewater Utility includes a sanitary sewer collection system of approximately 900 miles of gravity sewer main, 554 miles of lower lateral pipe, 27 pump stations, and 30 miles of pressurized force main that route sewage to the Regional Wastewater Control Facility (RWCF) for treatment. The system collects sewage from properties within the City, special districts outside the City, and certain areas within San Joaquin County. The RWCF is an advanced tertiary treatment facility with a 55 million-gallon per day (MGD) capacity and is located adjacent to the San Joaquin River.

The 2022 Wastewater Master Plan Update recommended that all sanitary sewer force mains be assessed for deficiencies to improve reliability and reduce operating costs.

On December 6, 2024, the MUD advertised a Request for Proposals (RFP) for condition assessment services for the Westside Sewer Interceptor. Two firms submitted proposals for this project. A selection committee evaluated the proposals and found Carollo Engineers, Inc. to be the most qualified to provide the requested services.

If approved by the City Council, this action will award a Professional Engineering Services Contract in the amount of $183,124 to Carollo Engineers, Inc. for the Westside Sewer Interceptor Condition Assessment Project (UW20018).

DISCUSSION

Background

The Westside Sewer Interceptor (WSI) transports wastewater from North Stockton to the Regional Wastewater Control Facility (RWCF) located at 2500 Navy Drive. The WSI is approximately 6½ miles long with steel pipe diameters of 30-inch, 33-inch, 36-inch, and 42-inch.

The WSI force main pipeline starts at the Fourteen Mile Slough Pump Station and continues south along the western edge of the City of Stockton Fourteen Mile Slough, toward the Brookside Estates Pump Station, where the wastewater flows are combined. The pipeline continues under the Stockton Deep Water Channel, crosses Rough & Ready Island, and the San Joaquin River to a junction box where the wastewater is conveyed to the RWCF by gravity sewer pipe. The City has no other conveyance system available to transport wastewater from north Stockton to the RWCF.

The approved 2022 Wastewater Master Plan Update recommends that the City complete an assessment of the condition of sanitary sewer force mains citywide to identify deficiencies, improve reliability, and reduce operating costs. It further recommends that the City construct a parallel WSI to address the lack of redundancy in Northwest Stockton, Collection System No. 10 Service Area.

Present Situation

On December 6, 2024, MUD staff advertised the project in the Stockton Record and published it on the Stockton Bid Flash webpage. In addition, email notifications were sent to subscribers of the Ask Stockton topic “Bids/Contracts/Proposals.”

On January 8, 2025, two prospective design teams attended a non-mandatory pre-proposal meeting, Carollo Engineers Inc. and GHD Inc.

On February 6, 2025, the City Clerk received and publicly opened two sealed proposals. A selection committee evaluated the proposals and selected Carollo Engineers Inc. of Sacramento, CA. Staff negotiated a fee of $183,124 with Carollo Engineers Inc. This fee is reasonable for a project of this size and complexity.

Staff recommend that the City Council approve a resolution to award a Professional Engineering Services Contract in the amount of $183,124 to Carollo Engineers, Inc. of Sacramento, CA, for the condition assessment of the Westside Sewer Interceptor.

It is anticipated that the condition assessment will be completed by spring 2026. Once the recommendation memo and preparation of plans and specifications are completed, staff will return to the Council to award a construction contract.

Findings

Pursuant to the Stockton Municipal Code (SMC) section 3.68.070, the City Council may approve findings which support and justify an exception to the competitive bidding process. The following findings support and justify an exception:

1. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide the highest quality professional service, which is in the public interest.

2. The scope of services requires an engineering firm experienced in performing condition assessments of closed sanitary sewer force mains.

3. The City does not have the technical expertise to perform a condition assessment of the Westside Sewer Interceptor in a timely and cost-effective manner.

4. It is in the public interest to assess the condition of the sanitary sewer force mains citywide to identify deficiencies, improve reliability, and reduce operating costs.

LOCAL BUSINESS PREFERENCE

This contract for professional engineering design services is not subject to Local Employment requirements or CEQA requirements. CEQA documentation will be completed prior to the award of a construction contract.

FINANCIAL SUMMARY

There are sufficient funds available in the Wastewater CIP Project UW20018, account 6518-000-800007-610-612-00-65-000-000, to award the professional engineering services contract for $183,124 to Carollo Engineers, Inc. of Sacramento, CA, for the Westside Sewer Interceptor Condition Assessment.

This action has no impact on the General Fund or any other unrestricted funds.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FINDINGS AND AWARDING AN ENGINEERING SERVICES CONTRACT FOR $183,124.00 TO CAROLLO ENGINEERS, INC. FOR THE WESTSIDE SEWER INTERCEPTOR CONDITION ASSESSMENT (UW20018)

The approved 2022 Wastewater Master Plan Update recommends that the City complete an assessment of the condition of sanitary sewer force mains citywide to identify deficiencies, improve reliability, and reduce operating costs; and

On December 6, 2024, MUD staff advertised a Request for Proposals (RFP) for condition assessment services for the Westside Sewer Interceptor force main pipeline. Two firms submitted proposals for this project. A selection committee evaluated the proposals and found Carollo Engineers, Inc. to be the most qualified to provide the requested services; and

City staff negotiated a fee of $183,124 for the Professional Engineering Services contract with Carollo Engineers, Inc. of Sacramento, CA for the condition assessment of the Westside Sewer Interceptor; now, therefore,

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

1. The City Council approved the following findings pursuant to Stockton Municipal Code section 3.68.070 to support and justify an exception to the competitive bidding process:

   a. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide the highest quality professional service, which is in the public interest.

   b. The scope of services requires an engineering firm experienced in performing condition assessments of closed sanitary sewer force mains.

   c. The City does not have the technical expertise to perform a condition assessment of the Westside Sewer Interceptor in a timely and cost-effective manner.

   d. It is in the public interest to assess the condition of the sanitary sewer force mains citywide to identify deficiencies, improve reliability and reduce operating costs.

2. A Professional Engineering Services Contract with Carollo Engineers, Inc. of Sacramento, CA, in the amount of $183,124 to perform a condition assessment of the Westside Sewer Interceptor is hereby approved, and the City Manager is authorized and directed to execute same, a copy of which is attached as Exhibit 1 and incorporated by the reference.

3. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Carollo Engineers, Inc. ("Contractor") to provide Condition Assessment as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 04/21/2025 Terminates on: 04/21/2030

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 183,124

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Carollo Engineers, Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature 4/10/025 Date

Anne Prudhel, Executive Vice President Justin Peterson, Associate Vice President
Printed Name and Title of Person Signing

2880 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833
Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

Determine the condition of the force main, the useful life, and the feasibility for the continued operation as well as the need to construct a redundant parallel force main

2. Project Scope

Task 1 – Project Management

Project management shall include coordinating all work and adhering to the project schedule, providing routine communications, updates, cost controls, invoices, progress reports, schedule updates, kickoff meeting, progress meetings, obtaining permits as necessary, and performing quality control including a QA/QC Plan.

Consultant shall prepare monthly project status reports which shall be submitted along with the monthly invoice. Status reports shall include a description of the work completed in the reporting period, percent completed to date by task, schedule and budget status, deliverable status, and key decisions and action items.

Task 2 – Failure Risk Model

Consultant shall assess available data including record drawings, hydraulic model results, break history, and other documentation of the Westside Sewer Interceptor to develop a Failure Risk Model. The Failure Risk Model shall identify the estimated remaining useful life of pipe segments. Additionally, consequences of failure shall also be identified to calculate the overall risk. The results of the model, including risk, shall be used to identify the appropriate level of inspection for pipe segments and their prioritization for inspection.

Assumptions:

- A single workshop is anticipated to review the Failure Risk Model results.
- The City shall provide Consultant with the latest GIS data for the pipeline.
- The City shall assist with setting up interviews with O&M staff.
- The City shall provide information such as break/leak history, history of repairs, other issues, other institutional knowledge observed along the pipeline alignment.

Task 3 – Recommendation Memo

Consultant shall develop a recommendation memo to outline the type of assessment tools/ technologies, estimated costs, and implementation methodologies. Memo shall be developed utilizing the National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification

Program (PACP). The memo will consider access constraints, material, diameter, location, feasibility, and cost of assessment tools/technologies. The preferred inspection methods, combined with the risk results will be used to recommend pipe segments for field inspection.

Assumptions:

- A single workshop is anticipated to review the recommendations memo, to provide a brief summary of the findings of the risk analysis and available technologies in order to provide clear direction for the City to move forward with the condition assessment.

Task 4 – Bid Document

Consultant shall prepare plans, technical specifications and budgetary cost estimates for the recommended inspection tools/technologies and additional work necessary to physically perform the sewer interceptor inspection.

Consultant shall prepare a 60 percent document (plans, specifications, and estimate) for City review. A review workshop shall be held following City review to solicit feedback. City comments shall be incorporated into the final Bid Document.

Assumptions:

- This scope of work includes up to six (6) drawing sheets to provide direction on modifications to the pipeline to provide access, install fittings, and/or intermediate launch locations to support the condition assessment.
- Technical specifications shall be provided in CSI format.
- City shall prepare Division 0 and Division 1 specifications.

Task 5 – Engineering Services During Bidding and Condition Assessment

Consultant shall provide engineering services during the bidding and field condition assessment phases including review of submittals, respond to request for information, attend meetings, prepare and submit record drawings at the completion of construction.

Assumptions:

- Attend pre-bid conference.
- Up to one (1) addenda.
- City shall receive questions from bidders and provide to Consultant for reference.
- City shall distribute addenda to prospective bidders.
- Up to three (3) submittals will be completed in accordance with City standards.
- Up to three (3) requests for information.
- Up to three (3) construction meetings.
- Up to three (3) site visits

Task 6 – Condition Assessment Technical Memorandum

Following completion of the condition assessment, Consultant shall coordinate with the condition assessment company performing the work. Upon completion of the condition assessment, Consultant shall prepare a technical memorandum summarizing the work completed and documenting the findings from the condition assessment. This technical memorandum will include an update to the risk model based on the findings from the condition assessment. Included in the summary will be potential rehabilitation recommendations based on available technologies suited for any repairs to the existing pipeline. This analysis shall include recommendations on the need for a redundant force main based on condition and risk.

Assumptions:

- City shall coordinate all work with condition assessment company. Consultant's coordination shall be to obtain the condition assessment findings to develop our recommendations memorandum.

3. Major Deliverables

Task 1 – Project Management

- QA/QC Plan.
- Monthly progress reports.
- Kickoff Meeting agenda and minutes.
- Email documenting any direction or decisions made from each meeting.

Task 2 – Failure Risk Model

- Failure Risk Model Results Workshop, agenda and minutes.

Task 3 – Recommendation Memo

- Recommendations Memo Draft and Final.
- Recommendations Workshop, agenda and minutes

Task 4 – Bid Document

- 60% plans, specifications, and estimates for proposed condition assessment.
- 60% Review Workshop, agenda, and minutes.
- Final plans, specifications, and estimates for proposed condition assessment.

Task 5 – Engineering Services During Bidding and Condition Assessment

- Record drawings in PDF format.

Task 6 – Condition Assessment Technical Memorandum

- Condition assessment technical memorandum (draft and final).
- Condition Assessment Workshop, agenda and minutes.

4. Tasks That Support the Deliverables

Task 1 – Project Management
Task 2 – Failure Risk Model

Task 3 – Recommendation Memo
Task 4 – Bid Document
Task 5 – Engineering Services During Bidding and Condition Assessment
Task 6 – Condition Assessment Technical Memorandum

5. Criteria of Acceptance for Deliverables

Acceptance of condition assessment will be based upon final submission of completed technical memorandum summarizing the work completed and documenting the findings from the condition assessment.

6. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Carollo Engineers, Inc.
Reace Fisher, PE
2880 Gateway Oaks Drive,
Suite 300
Sacramento, CA 95833

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

7. Key Personnel

Reace Fisher, PE
(559) 490-4370
rfisher@carollo.com

Justin Peterson, PE
(916)565-4888
jpeterson@carollo.com

REV 2024-03-25

Exhibit B:
Insurance Requirements
(Professional Services)

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office 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 Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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
For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Goods, Equipment and Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. City Assistance, Facilities, Equipment and Clerical Support. Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. Compensation. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to 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.

3.2 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 time 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.

4. Sufficiency of Contractor's Work. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. Ownership of Work. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination

of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of 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 charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the

responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party’s option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of pertaining to or relating to the negligence, recklessness or willful misconduct of the Contractor in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement. In no event shall the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. 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 Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits**. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality**. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest**. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver**. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability**. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. 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 requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. **Force Majeure**. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 “Deliverable” means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions (“GTC”) Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by

Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor shall perform all duties under the same standard of care applied to like contractors in the industry. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may

vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made

available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

12. Use & Rely:

The City shall furnish the Contractor available studies, reports and other data pertinent to Contractor's services; authorize Contractor to obtain additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, and Contractor shall be entitled to use and reasonably rely upon all such information

and services provided by City or others in performing Contractor's services under this Agreement.

13. Third Parties:

The services to be performed by Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Contractor's services hereunder.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is $ 183,124 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 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.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed __N/A__%.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Project Management	$21,322
2	Failure Risk Model	$32,208
3	Recommendations Memo	$16,884
4	Bid Document	$44,314
5	Engineering Services During Bidding and Condition Assessment	$38,158
6	Condition Assessment Technical Memo	$30,238
	TOTAL PRICE	**$183,124**

3. Hourly Rates. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Hourly Billable Rates
Principal	$324
Technical Advisor	$359
Project Manager	$265
Project Engineer	$233
GIS Professional	$233
Senior CAD Tech.	$210
CAD/GIS Tech	$179
Doc. Process	$141

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
N/A	$N/A

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Municipal Utilities Department
Attention: Ana Chiono
ana.chiono@stocktonca.gov
2500 Navy Drive
Stockton, CA 95206

EXHIBIT F

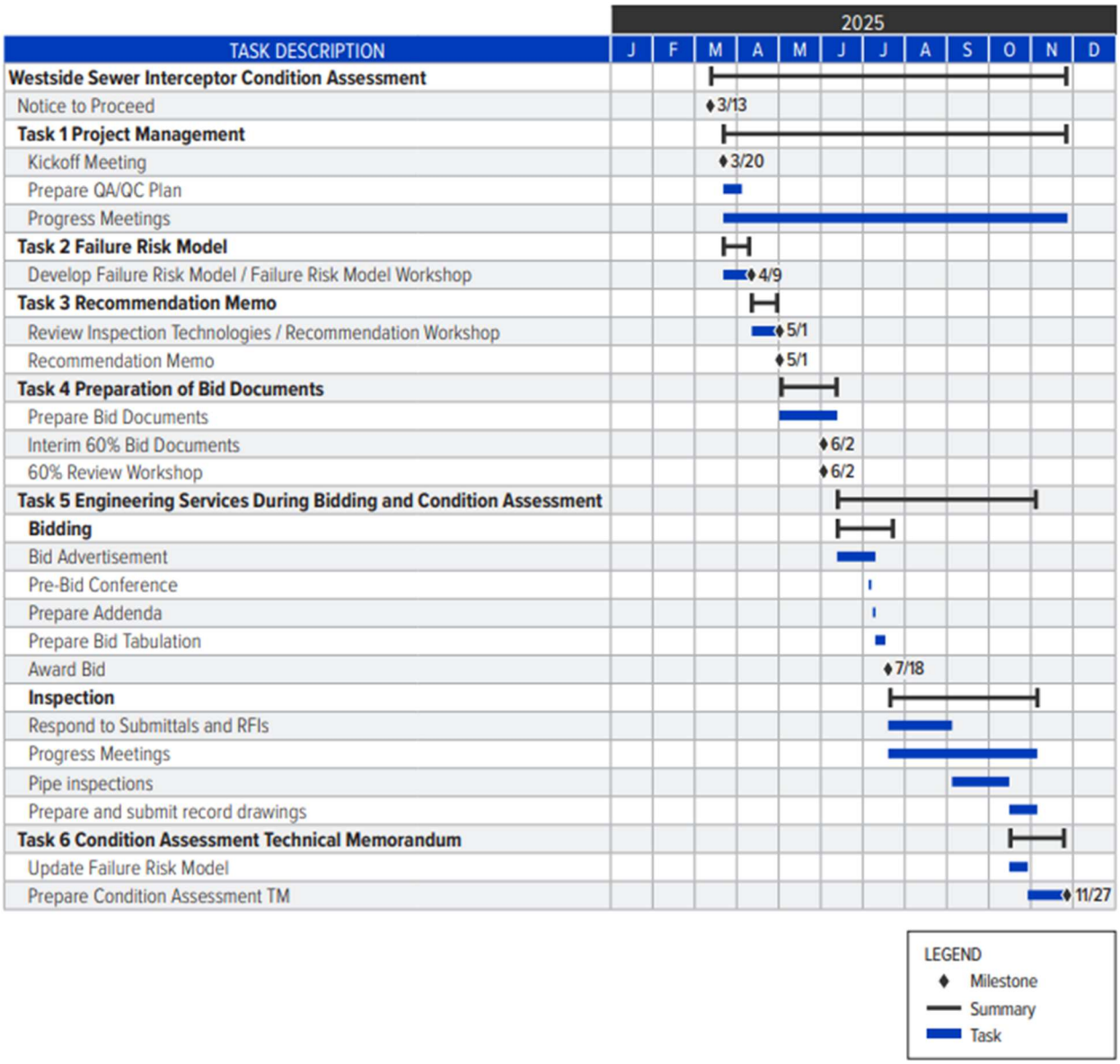
TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

PROJECT SCHEDULE

The project schedule below highlights major items to be executed and demonstrates our understanding of the City's critical processes.



File #: 25-0634, **Version:** 1

APPROVE MOTION TO EXECUTE A TWO-YEAR COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT WITH UP TO TWO (2) ADDITIONAL YEARS OPTION TO EXTEND WITH REGION 4 EDUCATION SERVICE CENTER (ESC) FOR PEREGRINE IN AN AMOUNT NOT TO EXCEED $467,000

RECOMMENDATION

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

1. Authorize the City Manager to execute a two (2) year Cooperative/Piggyback Purchase Agreement with an option to extend for up to two (2) additional years between the City of Stockton and Peregrine for a real-time data visualization platform to integrate a broad range of current and evolving technologies, not to exceed $467,000.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

Staff recommends City Council approve a two-year Cooperative/Piggyback Purchase Agreement with Peregrine, with a two (2) year option to extend, not to exceed $467,000, to continue usage of a comprehensive data platform for the Stockton Police Department (SPD). Peregrine provides a powerful solution to address the demand for increased transparency by enabling staff to more efficiently respond to Public Records Act requests, subpoenas, and the public demand for meaningful fact-based information related to policing (i.e., informal and formal public contacts, community engagement, deployment of resources, crime trends, policies and procedures, use of force, etc.). Funding for the Agreement was included in the award for AB 109 Funding of the Community Corrections Partnership Task Force. SPD is seeking Council approval for a two-year cooperative/piggyback purchase agreement (Attachment A) with a two (2) year option to extend with the ESC for Peregrine in an amount not to exceed $467,000.

DISCUSSION

Background

Initially, Peregrine was approved through the purchase of SPD Partnership with San Joaquin County for AB 109 Funding of the Community Corrections Partnership Task Force by Council on May 21,

2024, by Resolution 2024-05-21-1208. SPD was awarded the amount of $3,537,691 in revenues and expenditures for the Police Grants and Special Programs CCP Task Force to allow SPD the ability to purchase critical software programs. Peregrine provides a platform that integrates all data, from incoming 911 calls to nearby community cameras, which will provide greater awareness and intelligence to responding officers, improving situational awareness and safety. Peregrine is an advanced analytic platform that provides a single point of access to view and analyze large-scale, real-time data from multiple sources. The software performs several critical functions, including data integration, search and information retrieval, advanced analytics, data management, collaboration, access control, and security.

On July 9, 2024, by Motion 2024-07-09-1211, Council approved a one (1) year cooperative/piggyback purchase agreement with the City of Fremont in an amount not to exceed $233,500, expiring August 1, 2025.

On May 13, 2025, by Resolution 2025-05-13-1216, Council approved $4,815,412 to include the cost of continuation of Peregrine software usage for SPD. To avoid a lapse of services, Staff recommends executing a two-year cooperative/piggyback purchase agreement, with an option to extend for up to two (2) additional years with ESC.

Present Situation

Currently, Peregrine Technologies provides a one-stop solution to data integration through its proprietary software, which allows all personnel to access multiple databases through one useful, actionable portal. Peregrine has integrated data from the Computer Aided Dispatch (CAD) data, Records Management Systems (RMS) data, body camera footage, automatic license plate reader information, and other evidence systems. This has created a comprehensive view to easily gain immediate, real-time access to virtually all of Stockton's Public Safety information.

Peregrine provides a powerful, unique solution that allows for intelligent analysis and reporting capabilities across all platforms and applications currently utilized by the SPD. Peregrine provides a powerful solution to address the demand for increased transparency by enabling staff to respond more easily to Public Records Act requests and subpoenas and the public demand for meaningful fact-based information related to policing (i.e., informal and formal public contacts, community engagement, deployment of resources, crime trends, policies and procedures, use of force, etc.).

Peregrine was purchased through the master agreement of Carahsoft through the City of Fremont. Carahsoft delivers a portfolio of secure IT solutions that enable the public sector to implement telework and online learning initiatives, support collaboration, ensure seamless operations. Staff is recommending to continue services with Carahsoft through a new piggyback agreement with ESC.

The cost for Peregrine's hosted system with data integration services is $467,000 for a two-year contract.

Findings

Stockton Municipal Code section 3.68.070 provides for an exception to the competitive bidding requirements in cases wherein the City Council has made findings that support and justify the purchase via a sole source vendor.

Findings to support the purchase are as follows:

1. Peregrine offers proven, pre-built connectors that allow for seamless integration with critical existing SPD systems such as Central Square CAD, Central Square RMS, Axon/evidence.com, Vigilant ALPR, and Flock ALPR. Eliminating the need to develop and maintain interfaces between Peregrine and SPD source systems.

2. Peregrine offers the only solution on the market that offers a fully integrated set of user-facing applications for search, map-based analysis, link analysis, reporting, and dashboarding that allow for seamless movement of data between those applications without the need to export and import data manually.

3. Peregrine meets and exceeds all standards and controls set forth in the most current Criminal Justice Information System security policies.

FINANCIAL SUMMARY

The total proposed cost not to exceed $467,000 is a two-year Cooperative/Piggyback Purchase Agreement with a two (2) year option to extend with Peregrine. Funding is included in the FY 2025-26 AB109 Community Corrections Partnership Task Force Grant.

Attachment A - Carahsoft Cooperative Agreement

CITY OF STOCKTON

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Region 4 Education Service Center (ESC)
2. Contractor:	Carahsoft Technology Corp. Peregrine Technologies, Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	Carahsoft Technology Corp. R240303
4. Cooperative Agency Initial Agreement Term:	Start Date: January 1, 2025 End Date: December 17, 2027
5. Cooperative Agency's Agreement-Options to extend:	Up to two (2) years
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	Up to two (2) years
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: August 1, 2025 End Date: August 1, 2027
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed $467,000 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Carahsoft Technology Corp.
("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through August 1, 2027
unless terminated earlier by the City.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for real time crime monitors
available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed $467,000
for the purchase of real time crime monitors
Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

EXHIBIT A:
COOPERATIVE AGREEMENT

Region 4 Education Service Center (ESC)

Contract # R240303

for

Software Solutions and Services

with

Carahsoft Technology Corporation

Effective: January 1, 2025

The following documents comprise the executed contract effective: January 1, 2025

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP

III. [FILLER TEXT]

IV. [FILLER TEXT]

V. [FILLER TEXT]

APPENDIX A

Contract

*This Contract ("**Contract**") is made as of December 17, 2024 by and between Carahsoft Technology Corporation **Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Software Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100,

City/State/Zip: Reston, VA 20190

Telephone No.: 703.871.8500

Email Address: Sales@carahsoft.com

Printed Name: Jennifer Kanach

Title: Secretary

Authorized signature: Jennifer Kanach

Accepted by Region 4 ESC:

Contract No. _R240303_____

Initial Contract Term 1/1/2025 to 12/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name

24-03 Addendum 4
Carahsoft Technology Corporation
Supplier Response

Event Information

Number: 24-03 Addendum 4
Title: Software Solutions and Services
Type: Request for Proposal
Issue Date: 4/24/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 9, 2024 at 11:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Carahsoft Technology Corporation Information

Address: 11493 Sunset Hills Road, Suite 100,
Reston, VA 20190
Phone: (703) 871-8500

By submitting your response, you certify that you are authorized to represent and bind your company.

Jennifer Kanach
Signature

Proposals@carahsoft.com
Email

Submitted at 6/13/2024 11:43:01 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Carahsofts Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Carahsofts Appendix B Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Carahsofts Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Products and Pricing

Carahsofts Response to Region 4 ESCs RFP #24-03.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

No response

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Carahsofts Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Carahsofts 1295 Form.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Carahsofts Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report.

Carahsofts 2022 Financial Statement Paragraph - D&B Writeup.pdf

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications

Carahsofts Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

Carahsofts Exhibit G New Jersey Business Compliance Forms.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.

4 **Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 **Is pricing available for all products and services?**

☑ Yes

☐ No

6 **Describe any shipping charges (where applicable).**

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

7 **Provide pricing for warranties on all products and services.**

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

8 **Describe any return or restocking fees.**

We do not offer a return policy on software and services, and by the nature of software licenses and services there are no restocking concerns.

9 **Describe customer fulfillment process.**

Carahsoft’s number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement. When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer’s payment is due within 30 days and payment closes out once payment of their invoice is received. Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Please see Products and Pricing Response.

10 **Discounts or Rebates**

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

11	**Verification of Contract Pricing** Describe how customers verify they are receiving Contract pricing. Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our inhouse sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.
12	**Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.** Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.
13	**Frequency of Pricing Updates** Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. This information varies by manufacturer.
14	**Future Product Introductions** Describe how future product introductions will be priced and align with Contract pricing proposed. Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.
15	**Not to Exceed Pricing** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.
16	**Appendix D, Exhibit A, OMNIA Partners Response for National Contract** Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
17	**Appendix D, Exhibit B, OMNIA Partners Administration Agreement** The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.
18	**Appendix D, Exhibits F and G** Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
19	**Emergency Orders** Describe how Offeror responds to emergency orders. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

20 **What is Offeror's average Fill Rate?**

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.

21 **What is Offeror's average on time delivery rate?**

Describe Offeror's history of meeting the shipping and delivery timelines.

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.

22 **Describe Offeror's return and restocking policy.**

We do not offer a return policy on software and services, and due to the nature of software licenses and services there are no restocking concerns.

23 **Describe Offeror's ability to meet service and warranty needs.**

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

24 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care

25 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.

26 **Describe Offeror's contract implementation/customer transition plan.**

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation. The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

27 **Describe the financial condition of Offeror.**

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present). We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them. Specific questions may be referred to Craig P. Abod, Pres

28 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as: - Contract Information - Contract FAQ Document - Product Information - Catalog/ Pricelist Information - Additional Contractual Information. The following are examples of Dedicated Websites for current Carahsoft contracts: - Department of Defense ESI BPA Contract # N00104-12-A-ZF31 (http://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-desktop-bpa-contract-n00104-12-zf31) - Department of Navy ESI BPA Contract (https://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-bpa-contract-n00104-12-zf31) - NASA SEWP V Contract # NNG15SC03B/NNG15SC27B (http://www.carahsoft.com/buy/sewp)

29 **Describe the Offeror's safety record.**

Due to there being no inventory to risk employee's safety, Carahsoft has a clean safety record.

30 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization. The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing. More information in our Products and Pricing response.

31 **Describe Offeror's reputation in the marketplace.**

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards ? Top Ranked GSA Schedule 70 Contract holder for software ? #22 on Washington Business Journal's Largest Government Contractors List for 2023 ? #31 on Washington Technology's Top 100 Government Contractors List for 2023 ? Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abo

32 **Describe Offeror's reputation of products and services in the marketplace.**

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

33 **Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.**

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

34 **Describe the experience and qualifications of key employees.**

Craig Abod - Top corporate executive with more than 25 years of experience in government sales, government marketing, and Federal Contract program management / Robert Moore - • Senior Sales Executive with a 15+ year accomplished career track. More information can be found in our Product and Pricing response.

35 **Describe Offeror's experience working with the government sector.**

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

36 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Carahsoft does not have any such actions.

37 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

38 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts. We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers. Please see Products and Pricing Response.

39 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please find 3 references and Carahsoft's request to provide further information upon award in our Product and Pricing response. **Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).**

40 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC: 1. Dedicated Account Manager 2. Program Management 3. Training Webcasts & Access to Carahsoft Facilities 4. Proactive Marketing of the Contract 5. Monthly/Quarterly Reports 6. Dedicated Phone Lines & Live Chat 7. Dedicated Contract Microsite 8. Dedicated Email Address Please find an in-depth description of these bullets in our Products and Pricing response.

41 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

42 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

43 Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

44 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

☐ Yes

☑ No

45 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

46 Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

47 Total number and location of salespersons employed by Supplier.

Carahsoft employees about 3,500 persons.

48 Number and location of support centers (if applicable) and location of corporate office.

Carahsoft’s main office is located at 11493 Sunset Hills Road, Reston, VA 20190

49 Annual sales for the three previous fiscal years.

$16400000000

50 Annual sales for the three previous fiscal years.

$12500000000

51 Annual sales for the three previous fiscal years.

$10600000000

52 **Describe any green or environmental initiatives or policies.**

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials. Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation. Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

53 **Diversity Programs**

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

54 **Minority Women Business Enterprise**

☐ Yes
☑ No

55 **If yes, list certifying agency:**

No response

56 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes
☑ No

57 **If yes, list certifying agency:**

No response

58 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

59 **If yes, list certifying agency:**

No response

60 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes
☑ No

61 **If yes, list certifying agency:**

No response

62 **Other recognized diversity certificate holder**

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

65 **Describe how supplier differentiates itself from its competitors.**

Carahsoft's top three differentiating strengths include: 1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams. Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging. 2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system. - Carahsoft seamlessly generates quotes within 30 minutes or less - Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level. 3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including: ??Unique budget and procurement cycles - Specific contract requirements and set-asides - Audits, regulations and compliance - The value of Prime Contractors and Systems Integrators and how to work with them - Competitive marketplace - Security Clearances - Collection of A/R requires expertise and focus Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

66 **Litigation, Bankruptcy or reorganization**

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

67 Felony Conviction Notice

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes
☑ No

68 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

Not Applicable.

69 Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

70 Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

71 Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

72 Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

73 **Logistics**

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

74 **Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier’s primary go to market strategy for Public Agencies to supplier’s teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

75 **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners

i. Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html ii. Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector Upon award, Carahsoft will add the relevant contract details to the website above. iii. Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following: ? On-Site Events ? Webcasts ? Tradeshows ? Industry conferences ? Email Campaigns ? Digital and Print ads iv. Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement. v. Carahsoft can commit to attend the NIGP Annual Forum. vi. As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications. vii. Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement. viii. Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

76 **Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

77 **Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 **Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80 Responsibility

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

81 Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

82 Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

83 Program Management

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

84 Supplier's Customer List

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

85 System Capabilities and Limitations

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

86 **Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

87 **Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

90 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

91 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.

93	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

94 **Disclosure of Interested Parties**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:
• a sponsored research contract of an institution of higher education;
• an interagency contract of a state agency or an institution of higher education;
• a contract related to health and human services if:
• the value of the contract cannot be determined at the time the contract is executed; and
• any qualified vendor is eligible for the contract;
• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☑ I certify compliance with this attribute.

95

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

96

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

102

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103 Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104 Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105 Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106 **Federal Rule (B) - Termination Conditions**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

*Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

☑ I certify compliance with this attribute.

107 **Federal Rule (C) - Equal Employment Opportunity**

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

☑ I certify compliance with this attribute.

108

Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

109

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

110

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

111	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118

Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

119

Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

120

Federal Rule - Solid Waste Disposal Act

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

121	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
122	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
123	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

124 **Indemnification**

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

125 **Excess Obligations Prohibited**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

126 **Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

127	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

ATTACHMENT A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174684

Date Filed:
06/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OMNIA Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R191902 #24-03
10-8 Systems Offerings

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Natalie LeMay, and my date of birth is 02/03/1997.

My address is 11493 Sunset Hills Rd (street), Reston, (city), VA (state), 20190-5230 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virgina, on the 12 day of June (month), 2024 (year).

Natalie LeMay

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jennifer Kanach, as an authorized representative of

Carahsoft Technology Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Jennifer Kanach

Signature of Named Authorized Company Representative

06/04/24

Date

Carahsoft's Response to the

Region 4 Education Service Center

region 4

Request for Proposal

Software Solutions and Services

Solicitation Number: #24-03

Thursday,
June 13, 2024

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
888.662.2724 | www.carahsoft.com

Primary Point of Contact
Benjamin Rader | Contracts Specialist
703.889.9872 | Benjamin.Rader@carahsoft.com

Secondary Point of Contact
Proposals@carahsoft.com

June 13, 2024
Region 4 Education Service Center
7145 West Tidwell Road
TX 77092 USA

Re: Carahsoft's Response to the Region 4 Education Service Center's Request for Proposal: Software Solutions and Services, Solicitation Number: #24-03

Dear Contracting Officer,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 4 Education Service Center (ESC)'s Request for Proposal (RFP): Software Solutions and Services. Carahsoft is proposing our catalog of supported vendors to meet the ESC's requirements for Software Solutions and Services. Our team has reviewed and considered ESC's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as a current OMNIA contractor and reseller for a portfolio of industry-leading solutions.

Contract Title	Contract Number	Lead Agency
Educational Software Solutions and Services	R191902	Region 4 ESC - TX
Human Capital Management Systems and Managed Business Solutions	R200702	Region 4 ESC - TX
Technology Products, Solutions and Related Services	23-6692-01	Cobb County, GA

As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.889.9872/Benjamin.Rader@carahsoft.com or Madeline Hall at 703.230.7450/Madeline.Hall@carahsoft.com with any questions or communications that will assist ESC in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Benjamin Rader

Benjamin Rader
Contracts Specialist

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A) PRODUCTS AND PRICING

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Carahsoft has read, understands, and will comply with this requirement. Our pricing has been included at the end of our submission.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC (including freight)*
- *Offer an extensive robust line of top manufacturers*
- *Submitted price list must include the Offerors' company name, solicitation*
- *name/number and date.*
- *List all categories that you are offering*

Carahsoft has read, understands, and will comply with this requirement. Carahsoft is proposing to extend the pricing discounts that are offered in our current contract with Region 4 ESC (Contract R191902). This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

iii. Is pricing available for all products and services?

Yes, pricing is available for all our offerings.

iv. Describe any shipping charges (where applicable). All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

v. Provide pricing for warranties on all products and services.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

vi. Describe any return and restocking fees.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

vii. Describe customer fulfillment process

Carahsoft's number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement.

When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer's payment is due within 30 days and payment closes out once payment of their invoice is received.

Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Carahsoft strives to be easy to do business will engage customers in the manner best suited for the customer.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

ix. Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

x. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

xiii. Provide any additional information relevant to this section.

Carahsoft has no additional relevant information for this section.

B) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see under "Exhibit A - 3.0 Supplier Response."

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement

Carahsoft understands and acknowledges this requirement. Please see all exceptions listed in Appendix B attached to the desginated location on the portal.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please find Exhibit F and Exhibit G located in the designated section in the portal.

iv. Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

v. What is Offeror's average Fill Rate?

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.

vii. Describe Offeror's return and restocking policy.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

viii. Describe Offeror's ability to meet service and warranty needs.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Describe Offeror's contract implementation/customer transition plan.

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation.

The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance

On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

xii. Describe the financial condition of Offeror.

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present).

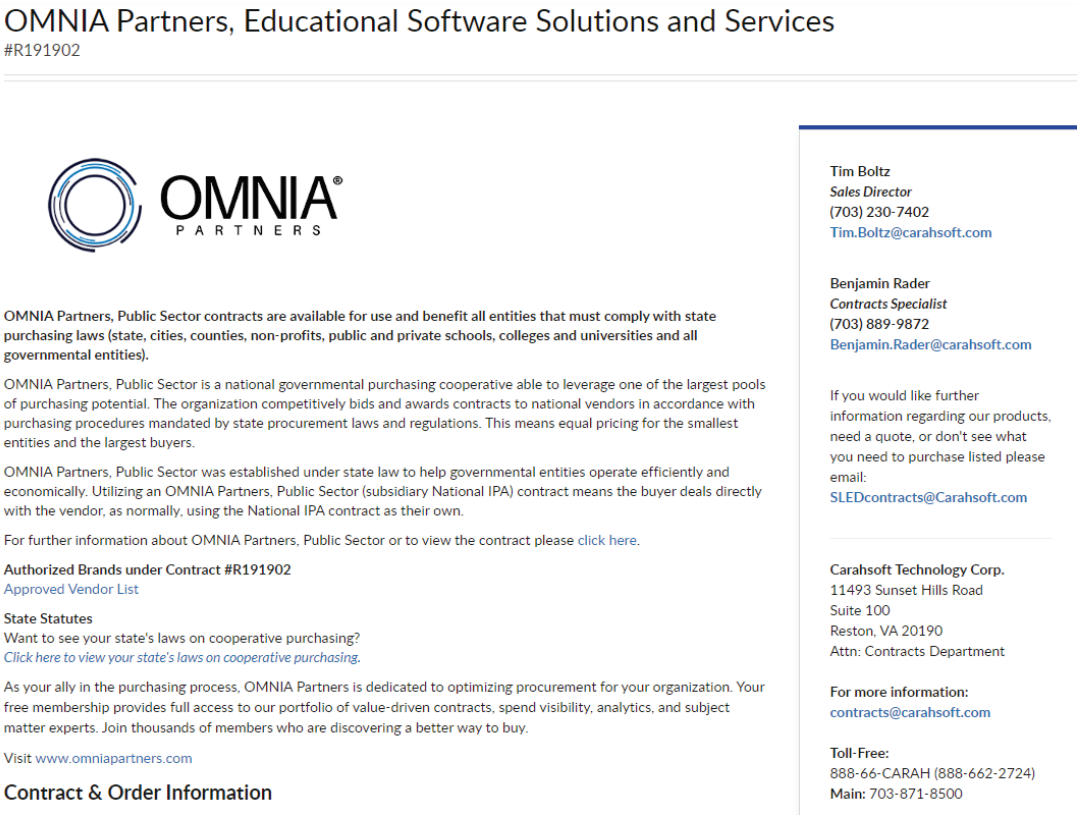
We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

Specific questions may be referred to Craig P. Abod, *President of Carahsoft Technology Corp.*

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information



OMNIA Partners, Educational Software Solutions and Services
#R191902

OMNIA PARTNERS

OMNIA Partners, Public Sector contracts are available for use and benefit all entities that must comply with state purchasing laws (state, cities, counties, non-profits, public and private schools, colleges and universities and all governmental entities).

OMNIA Partners, Public Sector is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means equal pricing for the smallest entities and the largest buyers.

OMNIA Partners, Public Sector was established under state law to help governmental entities operate efficiently and economically. Utilizing an OMNIA Partners, Public Sector (subsidiary National IPA) contract means the buyer deals directly with the vendor, as normally, using the National IPA contract as their own.

For further information about OMNIA Partners, Public Sector or to view the contract please click here.

Authorized Brands under Contract #R191902
Approved Vendor List

State Statutes
Want to see your state's laws on cooperative purchasing?
Click here to view your state's laws on cooperative purchasing.

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Your free membership provides full access to our portfolio of value-driven contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit www.omniapartners.com

Contract & Order Information

Tim Boltz
Sales Director
(703) 230-7402
Tim.Boltz@carahsoft.com

Benjamin Rader
Contracts Specialist
(703) 889-9872
Benjamin.Rader@carahsoft.com

If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email:
SLEDcontracts@Carahsoft.com

Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190
Attn: Contracts Department

For more information:
contracts@carahsoft.com

Toll-Free:
888-66-CARAH (888-662-2724)
Main: 703-871-8500

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

xiv. Describe the Offeror's safety record.

Carahsoft has a clean safety record, as we carry no inventory to risk employee's safety,

xv. Provide any additional information relevant to this section.

We have no further information to provide in this section.

C) QUALIFICATION AND EXPERIENCE

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization.

The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

Carahsoft will leverage its experience with state and federal procurement agencies to streamline the ordering process for the State of Texas. Carahsoft maintains state-wide contracts in Texas, Ohio, Pennsylvania, California, Florida, Illinois, Maryland, New York State, North Carolina, and Virginia. Additionally, Carahsoft Technology Corp. currently holds many of the proposed products on our GSA Schedule contract (47QSWA18D008F).

ii. Describe Offeror's reputation in the marketplace.

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards

- Top Ranked GSA Multiple Award Schedule Contract holder for software
- #22 on Washington Business Journal's Largest Government Contractors List for 2023
- #31 on Washington Technology's Top 100 Government Contractors List for 2023
- Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abod, President and CEO; Fed 100 Winner, John Lee, Vice President of Cloud Services

iii. Describe Offeror's reputation of products and services in the marketplace.

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

iv. Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

v. Describe the experience and qualification of key employees.

Carahsoft has managed and administered a variety of cooperative contracts for nearly 20 years, and our dedicated team members have hands-on experience working with OMNIA's needs and requirements. Our leadership team has ample management experience for Texas' account size and type as evidenced below:

Name	Title	Years of Experience
Craig P. Abod	President	40 years
Robert Moore	Vice President	25 years
Karina Woods	Director, Order Management	25 years
Julie Denworth	Director, Marketing	20 years
Tim Boltz	Director, Sales	15 years
Karlie Schachle	Manager, Contract Validation and Reporting	14 years
Madeline Hall Barfield	Manager, Contract Administration	12 years
Benjamin Rader	Contracts Specialist	2 years

Robert R. Moore, Vice President

- Senior Sales Executive with a 25 year accomplished career track
- Held senior sales management positions throughout a dynamic tenure in US Government Information Technology Sales
- Developed multiple successful; selling organizations from the ground up to revenues greater than $500M
- Has contributed to the development of several organizations from the start-up/ incubator phase into mature successful selling phases
- Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations
- 25 years of total experience in Government IT Sales in positions that have ranged from Technical Account Manager, Director of Sales and several Senior Sales Management posts

Julie Denworth, Vice President, Marketing

- 20 years of experience growing and managing marketing teams to support demand generation in the public sector
- 10+ years of experience as a senior marketing executive
- Committed to ensuring marketing operational success through implementation of best practices and careful assessment of value provided through each program
- Directed competitive research, lead generation activities, nurture programs, channel and internal communications / promotional programs

Karina Woods, Director, Order Management

- 20 years of experience with order management and data entry at Carahsoft, including processing invoices and billing transactions
- Billing and invoicing for software and services that are highly transactional in nature (consumption-based licensing models, cloud services, etc.)
- Tracking extremely large quantiles of orders on a daily, monthly, and yearly basis.
- Managing and tracking orders for Carahsoft's Billing Team, and providing the Billing Team with key information needed to invoice certain orders that are handled with attention to detail and focus

vi. Describe Offeror's experience working with the government sector.

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Carahsoft does not have any such actions.

viii. Indicate if Offeror is licensed to do business in all 50 states

Carahsoft is licensed to do business in all 50 states.

ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts.

We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers.

Our partner ecosystem encompasses more than 4,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value- added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

By providing an unparalleled volume of proactive, government-focused sales and marketing, including 4,400+ educational events and campaigns annually, we drive demand for our partners. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other

major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).

Reference # 1	
Entity Name	Region 4 ESC
Contact Name and Title	Available upon request
City and State	Houston, TX
Phone Number	Available upon request
Years Serviced	4 years
Description of Services	Educational Software Solutions and Services
Annual Volume	$40M (est.)

Reference # 2	
Entity Name	OARnet
Contact Name and Title	Available upon request
City and State	Columbus, OH
Phone Number	Available upon request
Years Serviced	9 years
Description of Services	VMware products and services
Annual Volume	$750,000

Reference # 3	
Entity Name	NJedge
Contact Name and Title	Available upon request
City and State	Newark, NJ
Phone Number	Available upon request
Years Serviced	13 years
Description of Services	VMware, F5, and Nutanix hardware and software products and services
Annual Volume	$2,000,000

xi. Provide any additional information relevant to this section.

Not applicable.

D) VALUE ADD

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC:

1. Dedicated Account Manager
2. Program Management
3. Training Webcasts & Access to Carahsoft Facilities
4. Proactive Marketing of the Contract
5. Monthly/Quarterly Reports
6. Dedicated Phone Lines & Live Chat
7. Dedicated Contract Microsite
8. Dedicated Email Address

The following is an in-depth description of the bulleted list above.

1. Dedicated Account Management

In support of the Contract, Carahsoft will provide a focused Account Manager (AM), who will be dedicated to supporting your requirements and this Contract. The AM will be responsible for all aspects of Contract management and be the single point of contact for providing technical help for all the products offered on this proposal.

Sales, order management, and contracting functions that Carahsoft will do for this contract include the following:

- Assistance with the established license distribution procedures
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts questions
- Assistance with product version, updates and upgrade questions
- Ensure timely delivery of Evidence of Entitlement (or related)
- Evidence of Entitlement (or related) supported by matching receipt
- Co-terming maintenance renewals and existing agreements

2. Program Management

Carahsoft will assign a Program Manager for this Contract who will provide strategic leadership and vision while executing the Contract. The Program Manager's responsibilities will include quality assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy and program reviews.

3. Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast for Region 4 ESC. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

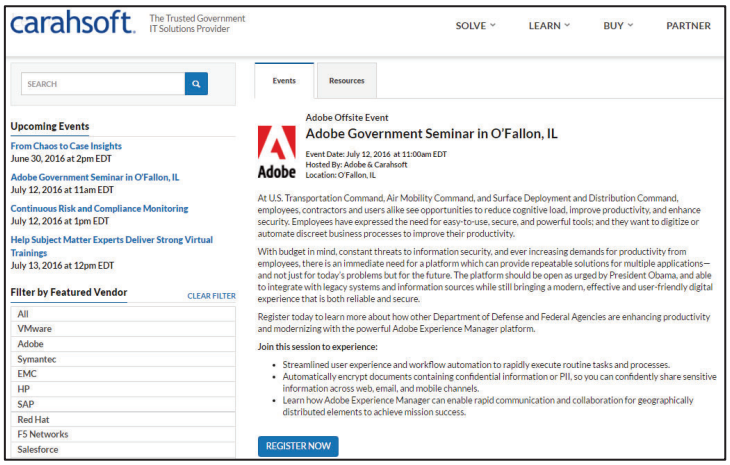
- The terms of the Contract
- Software available on the Contract
- Updates and upgrades as they become available
- New technologies as they become available

These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 4 ESC will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

4. Proactive Marketing of the Contract

Carahsoft conducted over 4,850 government specific marketing events in 2023. A few examples include:



- Quarterly Newsletters
- Annual government summits
- Brochures
- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- News Announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Email campaigns
- Proactive marketing opportunity available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org

- National Governors Association – nga.org
- Relevant State Associations

Carahsoft feels that this proactive marketing will be valuable to Region 4 ESC in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

5. Monthly/Quarterly Reports

In managing similar Contracts with other government agencies, Carahsoft has developed numerous best practices with providing monthly usage reports. As part of this Contract, Carahsoft will provide monthly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

This report will differentiate between existing licenses being rolled into the Contract, and new licenses deployed under this agreement. In addition to the monthly reports, Carahsoft will have the ability to produce on-demand usage reports as requested through the Account Manager.

6. Dedicated Phone Lines & Live Chat

Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available.

The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage (www.carahsoft.com). The Live Chat feature will provide Region 4 ESC with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

7. Dedicated Contract Microsite

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

8. Dedicated Email Address

Additionally, a dedicated email address will be created in support of this at omniapartners@carahsoft.com or any email Region 4 ESC would like. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft that support this Contract. In this manner, any inquiries received via email would be addressed immediately which would once again enable the quickest execution for all customer service actions.

EXHIBIT A - 3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

B. Total number and location of salespersons employed by Supplier.

Carahsoft employees approximately 3,500 persons.

C. Number and location of support centers (if applicable) and location of corporate office.

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

D. Annual sales for the three previous fiscal years.

2021 - $10.6B
2022 - $12.5B
2023 - $16.4B

a. Submit FEIN and Dunn & Bradstreet report.

Please find our Dunn & Bradstreet Writeup provided in the designated section in the portal.
FEIN#: 52-2189693
DUNS: 088365767

E. Describe any green or environmental initiatives or policies.

As a value-added reseller, Carahsoft is committed to providing third-party commercial-off-the-shelf (COTS) IT solutions and services that empower our customers to innovate sustainably, and reduce their environmental footprints simultaneously. We integrate environmental considerations into our operations by prioritizing several areas of sustainability:

- **Product/Solution Delivery:** As a value-added reseller, Carahsoft primarily delivers for third-party COTS IT solutions and services, via Electronic Software Delivery (ESD). Delivering products and solutions via ESD helps our customers minimize their carbon and energy footprints by reducing the toxic emissions and waste that would be required to package, transport, and deliver a physical product/solution.

- **Sustainable Facilities:** Although Carahsoft is not directly involved in manufacturing any of the solutions that we resell, our office facilities have been configured to conserve resources and maximize energy efficiency. Each room in our main office includes motion-sensing lights, which are designed to conserve energy when a room/facility is not in use. We leverage Elkay EZH2O Bottle

Filling Stations that enhance sustainability by minimizing dependency on disposable plastic bottles. Our restrooms include sensor-activated flush valves, automatic soap dispensers, and paperless hand dryers that reduce paper and water waste. In an effort to promote recycling, we have included single-stream recycling bins and receptacles in various locations within our office.

- **Sustainable Transit and Transportation:** Carahsoft encourages our employees to leverage public transportation and shared transit in their commutes. Our office is within walking distance to multiple Fairfax Connector bus stations, and has been located within a half mile of a Washington Metropolitan Area Transit Authority (WMATA) metrorail station since 2015. Employees are reimbursed for expenses associated with mass transportation system, which encourages travel via means that will reduce fuel consumption and carbon emissions. We incentivize employees who carpool with other Carahsoft employees by providing them with parking permits that provide access to reserved preferential parking.

- **IT Infrastructure:** Carahsoft has configured our internal IT environment to leverage products, solutions, and devices that will minimize energy consumption to the maximum extent possible. Our workforce utilizes solutions from the Electronic Product Environment Assessment Tool (EPEAT) Registry and Energy Star programs, which are designed to use substantially less electricity when they are idle/not in use. We leverage a hybrid cloud environment, which drastically reduces our physical server footprint (and the amount of energy that would heat and cool a physical data center).

- **Marketing and Digital Media:** Carahsoft hosts hundreds of virtual events (webinars, webcasts, and similar) each year. These events are recorded and archived, so that they can be accessed at a later date. We leverage prominent social media platforms (Twitter, Facebook, and LinkedIn) to advertise events and promote content. This reduces the carbon emissions that result from hosting and/or attending on-site events, as well as the waste produced by promoting events and solutions via paper products.

- **Solutions Portfolio**: Carahsoft's unrivaled portfolio includes IT solutions and services that assist our customers with large-scale telework and online learning initiatives. We support hundreds of best-of-breed vendors that deliver solutions that enable telework, support collaboration, ensure business continuity, and scale communications channels and security. Many of the cloud vendors within our portfolio have implemented environmental energy efficiency plans for their data centers. Additionally, we support several industry-leading hardware providers with solutions in the EPEAT Registry and Energy Star programs.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement additional policies to further reduce our company's carbon footprint.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very

diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise:

☐Yes ☒ No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):

☐Yes ☒ No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB): Yes / No
If yes, list certifying agency: _____

☐Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone):

☐Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder:

☐Yes ☒ No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

I. Describe how supplier differentiates itself from its competitors.

Carahsoft has a vast knowledge of Omnia which stems from our extensive experience and participation in the program. In addition to the experience with Omnia Carahsoft brings, we also exhibit key differentiators which set us apart from the industry and our competitors. Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles
- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or Version March 19, 2024
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Carahsoft has no sections we wish to withhold from the Omnia website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector. Upon award, Carahsoft will add the relevant contract details to the website above.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 4,850 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Carahsoft can commit to attend the NIGP Annual Forum.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting

vi. Accounts Payable
vii. Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ADDITIONAL REQUIRED DOCUMENTS

Carahsoft's W-9

Please see our W-9 below.

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

Corporate Line Card

Please see our Corporate Line Card below.

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GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

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GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold. AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	AchieveIt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

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EEOAA Evidence – EEO Report

Please see our EEO Report below.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION A – TYPE OF REPORT
SINGLE ESTABLISHMENT REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS	CITY/TOWN	STATE	ZIP CODE

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
522189693

SECTION E – EMPLOYER FILING ELIGIBILITY
☒ **YES** (Employer Is Eligible to File) ☐ **NO** (Employer Is Not Eligible to File) ☐ **EMPLOYER NO LONGER IN BUSINESS**

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)
Unique Entity ID (UEI): DT8KJHZXVJH5

☒ **YES** (Single-Establishment Employer is Federal Contractor) ☐ **YES** (Multi-Establishment Employer is Federal Contractor)

☐ **YES** (Headquarters is Federal Contractor) ☐ **YES** (Non-Headquarters Establishment is Federal Contractor)

☐ **YES** (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION
513210 - Software Publishers

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	1	0	0	0	4
First/Mid-Level Officials and Managers	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
Professionals	26	60	141	3	20	0	0	12	417	17	59	2	0	30	787
Technicians	0	0	1	0	2	0	0	0	1	0	0	0	0	0	4
Sales Workers	102	76	872	113	54	3	4	50	883	47	32	5	5	60	2306
Administrative Support Workers	1	1	6	1	1	0	0	0	23	1	2	0	0	1	37
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	129	137	1028	117	77	3	4	62	1330	65	94	7	5	91	3149
PRIOR 2022 REPORTING YEAR TOTAL	88	84	783	83	64	4	3	43	989	45	69	5	4	66	2330

SECTION I – WORKFORCE SNAPSHOT PERIOD
12/15/2023 - 12/31/2023

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)
Not Applicable

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION

EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

CERTIFICATION COMMENTS (optional)

No Certification Comments Provided

CERTIFICATION STATEMENT

"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."

Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.

DATE OF CERTIFICATION

5/14/2024 11:16 AM [EST]

EMPLOYER'S CERTIFYING OFFICIAL

Name of Employer's Certifying Official	Title of Certifying Official
Robert Moore	Vice President
Email Address of Certifying Official	**Telephone Number of Certifying Official**
robert.moore@carahsoft.com	703-871-8504

PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING

Name of Primary POC	Title and Employer of Primary POC
Robert Moore	Vice President Carahsoft Technology Corporation
Email Address of Primary POC	**Telephone Number of Primary POC**
robert.moore@carahsoft.com	703-871-8504

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)

Version March 19, 2024

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror's Name: Carahsoft Technology Corporation
Address, City, State, and Zip Code: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Phone Number: 703-871-8500
Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative: Jennifer Kanach, Secretary
Email Address: Jennifer.Kanach@carahsoft.com
Signature of Authorized Representative: Jennifer Kanach
Date: 06/05/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address:
Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach Date: 06/05/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

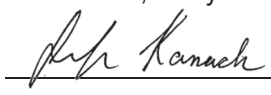
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Jennifer Kanach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jennifer Kanach, Secretary

Name and Title of Contractor's Authorized Official

06/05/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

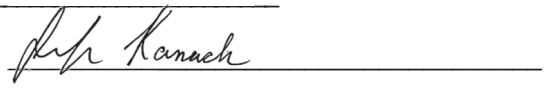
Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address: Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: 

Date: 06/05/24

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	612 Innsbruck Avn, Great Falls, VA 22066-2631

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jennifer Kanach	Title:	Secretary
Signature:	Jennifer Kanach	Date:	06/11/24

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss: Fairfax, VA

I, Jennifer Kanach (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age,
being duly sworn according to law on my oath depose and say that:

I am Secretary (title or position) of the firm of Carahsoft Technology Corp (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Solutions and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to ~~Clerk~~ Coley Smith
before me this day

Jennifer Kanach
Signature

June 11, 2024

Jennifer Kanach
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 10/31/26

(Seal)

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Version March 19, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA, 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

06/11/24
Date

, Secretary
Authorized Signature and Title

Version March 19, 2024

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Version March 19, 2024

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Carahsoft Technology Corporation		
Address:	11493 Sunset Hills Road, Suite 100		
City:	Reston	State: VA	Zip: 20190

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Jennifer Kanach (Printed Name) | Secretary (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Version March 19, 2024

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig P. Abod Home Address: 612 Innsbruck Avn, Great Falls, VA 22066-2631	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11 day of June, 2024.

(Notary Public) Coley Smith

My Commission expires: 10/31/26

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Jennifer Kanach

(Affiant)

Jennifer Kanach, Secretary

(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

_____

Duration of Engagement _____
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Jennifer Kanach
Signature

06/11/24
Date

Jennifer Kanach, Secretary
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Jennifer Kanach, Secretary	FEIN: 52-2189693
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Carahsoft Technology Corp	703-871-8500
Vendor's Name	Vendor's Phone Number
11493 Sunset Hills Road, Suite 100	703-871-8505
Vendor's Address (Street Address)	Vendor's Fax Number
Reston, VA 20190	Sales@carahsoft.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Carahsoft's New Jersey Business Regristration Certificate under our main RFP response in the "Products and Pricing" section in the portal.

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jennifer Kanach Title: Secretary

Signature: Jennifer Kanach Date: 06/11/24

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24
Date

Jennifer Kanach
Print Name and Title

DPP Rev. 12.13.2021

4. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

_____
Steve Colangelo, Interim City Manager

Date:_____

ATTEST:

_____
Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

_____
Lori M. Asuncion, City Attorney

_____
Print name

CARAHSOFT

By: _____
Signature

_____
Print name

Title: _____

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

EXHIBIT B
INSURANCE REQUIREMENTS
(Insert City Insurance Requirements)

REV 2024-03-25

Exhibit B:
Insurance Requirements
(Information Technology)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Please consult the full text ahead of this exhibit in Chapter 4 for a more thorough analysis of the special terms and conditions related to cyber contacts.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office 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 Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction

of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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 Vendor 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions 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
For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy
The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

Waiver of Subrogation
Requesting a waiver of subrogation on a Vendor's cyber liability policy is not typical, but it can be done in certain situations. An City of Stockton can request a waiver if the Vendor's actions or negligence could impact your City of Stockton's ability to operate, however, most cyber policies simply won't grant this coverage extension so expectations should be managed. If it is granted, we would recommend the following:

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the 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 the contract of 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 date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Vendor 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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive the Vendor'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. 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.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

(If applicable, insert Contractor's Price Quote and ensure the price quote has no terms and conditions and that it references the COOP Agreement Number and name.)

ATTACHMENT A

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Jeanetta McDonald
Police Services Administrator
Stockton Police Department
22 E Market St
22 E Weber Ave
Stockton, CA 95202 USA

EMAIL: jeanetta.mcdonald@stocktonca.gov

PHONE: (209) 937-8533

FROM: Megan Anderson
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Megan.Anderson@carahsoft.com

PHONE: (571) 662-3908 **FAX:** (703) 871-8505

TERMS: OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	55776745
QUOTE DATE:	05/05/2025
QUOTE EXPIRES:	06/04/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$467,000.00
TOTAL QUOTE:	$467,000.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		OPTION YEAR 1					
2	AR2472-CAR001-1YR-1195	Software subscription for 1 year term, including data integration, unlimited users Peregrine Technologies - AR2472-CAR001-1YR		$233,500.00	COOP	1	$233,500.00
		OPTION YEAR 1 SUBTOTAL:					$233,500.00
		OPTION YEAR 2					
3	AR2472-CAR001-1YR-1195	Software subscription for 1 year term, including data integration, unlimited users Peregrine Technologies - AR2472-CAR001-1YR		$233,500.00	COOP	1	$233,500.00
		OPTION YEAR 2 SUBTOTAL:					$233,500.00
		SUBTOTAL:					$467,000.00
			TOTAL PRICE:				**$467,000.00**
			TOTAL QUOTE:				**$467,000.00**

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

Purchase Order must reference OMNIA contract

Line Item 1 Scope of Work. Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.
This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.
The customer is responsible for any third-party API or data access fees that may be required.
Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

Line Item 2 Scope of Work. Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.
This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.
The customer is responsible for any third-party API or data access fees that may be required.
Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

Line Item 3 Scope of Work. Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.
This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.
The customer is responsible for any third-party API or data access fees that may be required.
Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

File #: 25-0620, **Version:** 1

APPROVE MOTION TO EXECUTE AN AMENDMENT TO THE STANDARD AGREEMENT WITH KRUEG THERAPY SERVICES, INC. IN THE AMOUNT OF $108,700

RECOMMENDATION

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

1. Authorize the City Manager to approve Amendment No. 1 with Krueg Therapy Services (Krueg), in the amount of $108,700; and

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

The Stockton Police Department (SPD) is seeking to continue the services of a Licensed Clinical Social Worker (LCSW). The purpose of having an LCSW is to provide counseling, evaluation, intervention, and case management services to those suffering from various mental, social, familial, physical, and medical matters. Krueg's primary focus is on First Responders specifically law enforcement officer mental well-being. It is important for personnel to have resources that are not only culturally competent but also informed on the types of traumas that are specific to law enforcement professionals. Krueg has engaged services for that go above and beyond normal clinical support. SPD intends to extend the current agreement by one (1) year to continue the essential services of Krueg, not to exceed $108,700 (see Attachments A and B).

DISCUSSION

Background

On September 11, 2024, the City Manager approved the Krueg Agreement for a LCSW under the Officer Wellness and Mental Health Grant Award through the Board of State and Community Corrections (BSCC) for $95,000. Officers have expressed difficulty in finding counseling resources that can address day-to-day traumas, critical incident stress, and the overall impacts of the law enforcement environment. Due to a lack of understanding of the job parameters or the impacts of ongoing critical incident stress/trauma, finding a provider that can effectively treat those in the law enforcement community is difficult but is the key to receiving officer engagement. Receiving the buy-in from SPD officers is a crucial element to the success of mental health care regimes.

Present Situation

SPD identified Krueg as its preferred LCSW due to the primary focus of law enforcement mental wellbeing. It is important for SPD personnel to have resources that are not only culturally competent but also informed about the types of traumas that are specific to the law enforcement profession. Krueg has engaged services that go above and beyond normal clinical support.

In 2022, SPD received the BSCC Wellness Grant specifically for the purpose of developing and/or growing an Organizational Wellness Unit. As the Wellness Unit has been a prioritized area in SPD in the past few years, BSCC funding has assisted with the ideas to continue the efforts for this growth. As Krueg is the first on-site LCSW, it has presented how and where SPD can enhance the Wellness Unit.

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 findings are as follows:

1. Krueg is the only social worker in the area to provide on-site LCSW for counseling, evaluation, intervention, and case management services to those who are suffering from a variety of mental, social, familial, physical, and medical issues.

2. Krueg provides a unique qualification to serve the department as she has worked alongside law enforcement in child sex crimes, sexual abuse sweeps and suspicious child death.

3. Contracting with Krueg will allow SPD to continue to provide officers with in-house counseling.

FINANCIAL SUMMARY

The total proposed cost for the one (1) year amendment with Krueg shall not exceed $108,700. Funding is available in the FY 2025-26 Police Department’s Special Grants Prepaid Account until the BSCC grant expires December 1, 2025; totaling $81,200. Remaining funds are available in the FY 2025-26 Police Department’s Administrative Division General Fund; totaling $27,500.

Attachment A - Krueg Therapy Services Amendment 1
Attachment B - Krueg Therapy Services Standard Agreement

CITY OF STOCKTON
STANDARD AGREEMENT ASSIGNMENT AMENDMENT

Agreement Number:	Amendment Number:
425000123	1

This Amendment Number 1 to the above referenced Agreement is entered into on _____ between the City of Stockton ("City") and Krueg Therapy Services ("Contractor").

RECITALS

Articles of Agreement, Option to Renew, states the City may extend up to two (2) one-year renewals by written amendment executed by both parties; and

The City needs to renew the terms of the Krueg Therapy Services Agreement to continue services needed for the well-being of the Stockton Police Department personnel; and

The City needs to increase the Compensation Not to Exceed amount in the Krueg Therapy Services Agreement, by $108,700 to pay for the Contractor to provide services for an additional year; and

Now therefore, the City and the Contractors mutually agree as follows:

1. The termination date of the Krueg Therapy Services Agreement is amended to:
   August 30, 2026

2. The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in the Krueg Therapy Services Agreement, will now read as follows:
   Initial Term the maximum not to exceed amount is $95,000
   Extended Term the maximum not to exceed amount is $108,700
   Total maximum compensation to be paid to the Contractor under this Agreement for the initial term and the extended term shall not exceed $203,700

All other terms and conditions of the Krueg Therapy Services Agreement shall remain unchanged and shall continue to perform all services stated unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

NEW CONTRACTOR

Krueg Therapy Services

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

RKlug 5.6.25

Authorized Signature Date

Randy Krueg LCSW

Printed Name and Title of Person Signing

3316 Avocet ct Elk Grove, CA 95757

Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

Updated 12/26/24

CHANGE ORDER CALCULATOR

Vendor:	Krueg Therapy Services		Date:	03/25/25	
1 Dept:	PD - Organizational Wellness Unit		Contract/PO Number:	425000123	1
Account #			Requestor:	Lt. Harris	

ENTRIES IN BOLD RED INDICATE
YOUR BALANCE OF CM AUTHORITY CCO AMOUNT IS EXCEEDED.
YOU MUST GO TO COUNCIL FOR APPROVAL.

Effective Date: Dec 2, 2021
CM Authority: $ 100,000

Original Contract Amount:	$ 95,000.00	
Original Contract Award Date:	09/03/24	2
Original Contract Expiration Date:	08/30/25	
Contract Amount to date:	$ 203,700.00	
Authorized CCO Amount to date:	$ 108,700.00	3
Contract Expiration to date:	08/30/26	

	CCO No.	Description	Requested CCO Amount	Time Extensions D	M	WD	Required Approval by: CM	CC	Date CC Approved (mm/dd/yy)	Revised Contract Amount	Revised CCO Authority Balance
		CURRENT BALANCES OF CCOs									
4		Last Council Action							09/03/24		$ 100,000.00
		Total approved CCOs since last Council Action			12						
		NEW PROPOSED CCOs									
										$ 95,000.00	$ 100,000.00
5	1	Extending Contract/Increasing Funding	$ 108,700.00		12		Y			$ 203,700.00	$ (8,700.00)
		Current CCO amount	$ 108,700.00								
		PREVIOUSLY APPROVED CCOs									
		Original Contract							09/03/24	$ 95,000.00	
										$ 95,000.00	
4											
		Previous CCO Amount ----->	$ -		12						
		Total CCO Amount and Time Extension To-Date ----->	$ 108,700.00		12						

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is Made as of the Agreement Date set forth below by and between Krueg Therapy Services, hereinafter "CONTRACTOR", and City of Stockton, Police Department, a City Charter governmental entity, hereinafter "CLIENT".

In consideration of the services to be the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

I. SERVICES.

The CONTRACTOR shall provide those services described as follows:

a. A cumulative total of 540 hours of service at a rate of $175,00 an hour.
b. Scheduling will be made to provide fifty-four (54) ten (10) hour days Lo be served weekly on a Wednesday, allowing for Tuesdays or Thursdays to be substituted to accommodate CONTRACTOR's workload and schedule. The substituted schedule adjustment will be made by mutual agreement with the needs of the Stockton Police Department and the Organizational Wellness Unit. Such substituted schedule adjustment will be by mutual agreement with written notice in writing by use of a facsimile, e-mail or other electronic / digital medium adequate to provide sufficient and timely notice to both parties.
c. Contractor will provide in-house counseling with occasional participation in "ride along" to build relationships. Any "ride-along" participation will be deemed "in-house counseling" tot' purpose or this Agreement.
d. Contractor will provide walk-in counsel and appointment base light counseling.
e. In-house counseling services will be provided in the Organizational Wellness Units Counseling room.

NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or use of a facsimile, e-mail or other electronic / digital medium us follows:

If to CONTRACTOR:

Brandy Krueg

Email: brandykruegtherapy@gmail.com
Text: 916-215-8957

If to CLIENT:

City Of Stockton, Police
Department City Manager of'
Stockton Email:
Harry.Black@stocktonca.gov
Text:209-937-8212

2. TERM OF AGREEMENT.

Commencement Date: TBD

Initial Termination Date: One year from Commencement Date.

3. PAYMENT.

CLIENT shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amounts set forth as follows:

4250012

CLIENT will promptly pay CONTRACTOR an hourly rate of $175.00 for all services rendered in connection with this professional services agreement and shall be paid by the 10th day of every month if any professional services are rendered. This amount is not to exceed $95,000.00.

CONTRACTOR shall submit all billings for said services to CLIENT in the form satisfactory to CLIENT.

4. OPTION TO RENEW.

The term of the Agreement may be extended up to two (2) one-year renewals by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed three (3) years.

5. FACILITIES, EQUIPMENT AND OTHER. MATERIALS AND OBLIGATIONS.

CONTRACTOR shall, at its sole cost and expense, furnish all equipment, and other materials which may be required for furnishing professional services pursuant to this Agreement, except as provided in this paragraph. CLIENT shall furnish CONTRACTOR with those facilities, equipment, and other materials required by CONTRACTOR to perform in-house and ride-along services.

6. ENTIRETY OF AGREEMENT.

This Agreement is the entire. final, complete, and fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or communications between the Parties, whether written, oral, electronic or otherwise.

7. COUNTERPARTS / ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Instrument For purposes of this Agreement, use of a facsimile, e-mail or other electronic / digital medium shall have the same force and effect as an original signature.

8. AGREEMENT DATE.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail or other electronic / digital medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective date indicated after each signature below, and effective as of the later date indicated after the signatures below.

" KRUEG THERAPY SERVICES"

By: _____
Brandy Krueg, LCSW, owner

Dated: 3-11-24

"CITY OF STOCKTON, CITY MANAGER"

By: _____
Harry Black, Stockton City Manager

Date: 9/4/24

ATTEST:
for CLERK OF THE CITY OF STOCKTON

By _____

STOCKTON FOUNDED JUNE 1849 INCORPORATED JULY 1850

KRUEG THERAPY SERVICES AGREEMENT FOR A LICESNED CLINCIAL SOCIAL WORKER SIGNATURE PAGE

Exhibit B:
Insurance Requirements
(Professional Services)

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office 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 Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to 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.

3.2 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 time 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.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of 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 charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. 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 Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits.

Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable

to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. 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 requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will

not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

File #: 25-0670, **Version:** 1

ADOPT A RESOLUTION AND RATIFY THE EMERGENCY CONSTRUCTION CONTRACT FOR THE WEBER POINT EVENT CENTER FOUNTAIN REPAIRS PROJECT

RECOMMENDATION

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

1. Appropriate funds in the amount of $260,182 from Fiscal Year 2022-23 Discretionary Projects Contingency Funds to the Parks Special Services Operating Account.

2. Approve Notice of Exemption No. NOE28-25 under the California Environmental Quality Act for the Weber Point Event Center Fountain Repairs, Project No. OM-25-130.

3. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

4. Approve findings and ratify the City Manager's approval to execute an Emergency Construction Contract to Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the Weber Point Event Center Fountain Repairs, Project No. OM-25-130.

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

On March 27, 2025, Siegfried Engineering, Inc. (Siegfried) evaluated the access at the Weber Point Event Center (WPEC) Fountain below the existing water feature and found severe structural damage and recommended that the water feature be fully restricted to the public until repairs could be completed.

On May 8, 2025, the City Manager approved an Emergency Construction Contract to Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the WPEC Fountain Repairs, Project No. OM-25-130.

It is recommended that Council adopt a resolution ratifying the City Manager's approval to execute an Emergency Construction Contract with Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the WPEC Fountain Repairs, Project No. OM-25-130. It is also recommended that Council adopt a resolution approving Notice of Exemption No. NOE28-25 under the California Environmental Quality Act (CEQA).

DISCUSSION

Background

On March 27, 2025, Siegfried evaluated the access at the WPEC Fountain below the existing water feature to facilitate future structural inspections. During the inspection, the engineer noted severe structural damage and recommended that the water feature be fully restricted to the public until repairs could be completed.

Due to the critical need to complete the structural repairs at the WPEC Fountain, both for safety and to prevent further damage, Public Works' staff negotiated a Construction Contract with Soracco, Inc. Staff chose Soracco, Inc. to complete the repairs based on their past work experience on the WPEC Fountain Renovation project and their ability to mobilize to complete the structural repairs immediately.

On May 8, 2025, the City Manager approved an Emergency Construction Contract to Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the WPEC Fountain Repairs, Project No. OM-25-130.

Present Situation

On May 14, 2025, Soracco, Inc. commenced work on the WPEC Fountain Repairs project. The repairs to the fountain included grouting all cracks in the concrete, repairing spalling concrete, replacing nine 33' pieces of steel C-channel with stainless steel C-channel, and replacing a deteriorated section of steel grating. The repairs were completed on June 19, 2025.

The Emergency Construction Contract was processed in accordance with Stockton Municipal Code (SMC) section 3.68.070, which provides an exception to the competitive bidding process under certain circumstances, including cases of emergencies.

The WPEC Fountain Repairs, Project No. OM-25-130, is categorically exempt from the requirements of CEQA as specified under Section 15301(d) of the CEQA Guidelines because it is the restoration or rehabilitation of a deteriorated or damaged structure or facility to meet current standards of public health and safety. 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 filing of Notice of Exemption No. NOE28-25 under CEQA.

It is recommended that Council adopt a resolution ratifying the City Manager's approval to execute an Emergency Construction Contract with Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the WPEC Fountain Repairs, Project No. OM-25-130 and appropriating the funds for the project.

Findings

Pursuant to SMC section 3.68.070, Council may approve findings which support an exception to the competitive bidding process.

These findings include:

1. As determined by Siegfried's evaluation of the WPEC Fountain, the structural damage could adversely affect the public health, safety, and welfare of the City of Stockton.

2. Failure to undertake emergency construction repairs of the WPEC Fountain may contribute to significant liability for the City.

3. Soracco, Inc. was selected as the most qualified construction contractor given the following:

    - Experienced local contractor;

    - Prior experience working on the WPEC Fountain in 2020 for the WPEC Fountain Renovation project; and

    - The contractor was responsive and could start work upon the City's issuance of a Notice to Proceed.

FINANCIAL SUMMARY

With the appropriation of funds in the amount of $260,182 from the allocated Fiscal Year 2022-23 Discretionary Projects Contingency Funds to the Parks Special Services Operating Account, there will be sufficient budget to fund all construction-related costs to complete the WPEC Fountain Repairs, Project No. OM-25-130.

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

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROPRIATING FUNDS, APPROVING THE NOTICE OF EXEMPTION NO. NOE28-25, AND RATIFYING THE EMERGENCY CONSTRUCTION CONTRACT FOR THE WEBER POINT EVENT CENTER FOUNTAIN REPAIRS PROJECT

On March 27, 2025, Siegfried Engineering, Inc. (Siegfried) evaluated the access at the Weber Point Event Center (WPEC) Fountain below the existing water feature to facilitate future structural inspections. During the inspection, the engineer noted severe structural damage and recommended that the water feature be fully restricted to the public until repairs could be completed; and

The emergency repairs to the WPEC Fountain were required due to the threat that severe structural damage posed to the City property and public health and safety; and

On May 8, 2025, the City Manager approved an Emergency Construction Contract with Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the WPEC Fountain Repairs, Project No. OM-25-130; and

The WPEC Fountain Repairs, Project No. OM-25-130 is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under section 15301(d) of the CEQA Guidelines, because it is the restoration or rehabilitation of a deteriorated or damaged structure or facility to meet current standards of public health and safety; now, therefore,

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

1. The City Council approves the appropriation of funds in the amount of $260,182.00 from Fiscal Year 2022-23 Discretionary Projects Contingency Funds to the Parks Special Services Operating Account.

2. The City Council approves the filing of Notice of Exemption No. NOE28-25 under the CEQA for the WPEC Fountain Repairs, Project No. OM-25-130, a copy of which is attached as Exhibit 1 and incorporated by this reference.

3. The City Council approves findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process for the Emergency Construction Contract for the WPEC Fountain Repairs, Project No. OM-25-130. These findings include:

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A. As determined by Siegfried's evaluation of the WPEC Fountain, the structural damage could adversely affect the public health, safety, and welfare of the City of Stockton.

B. Failure to undertake emergency construction repairs of the WPEC Fountain may contribute to significant liability for the City.

C. Soracco, Inc. was selected as the most qualified construction contractor given the following:

i. Experienced local contractor;
ii. Prior experience working on the WPEC Fountain in 2020 for the WPEC Fountain Renovation project; and
iii. The contractor was responsive and could start work upon the City's issuance of a Notice to Proceed.

4. The City Council approves findings and ratifies the City Manager's approval to execute an Emergency Construction Contract with Soracco, Inc. of Lodi, CA, in the amount of $260,181.40, for the WPEC Fountain Repairs, Project No. OM-25-130, a copy of which is attached as Exhibit 2 and incorporated by this reference.

5. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
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 E 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: Weber Point Event Center Fountain Repairs, Project No. OM-25-130
CEQA Exemption File No.: NOE 28-25
Applicant: City of Stockton
Project Description/Location: The City of Stockton's Public Works Department will be replacing damaged structural components of the fountain at Weber Point Event Center.

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(d).

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).

CHAD REED, DIRECTOR
PUBLIC WORKS DEPARTMENT

May 22, 2025
(DATE OF PREPARATION)

By _____
Colin Scott, Parks 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 5/8/2025, 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."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **WEBER POINT EVENT CENTER FOUNTAIN REPAIRS (PROJECT NO. OM-25-130)**, 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 **$260,181.40**, 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. 2016-09-27-1213, 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 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. To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against all claims, damages,

losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

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 30 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 ZERO AND NO/100 DOLLARS ($0.00) 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 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) https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964.

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.

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 https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. 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 ensure 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.

f. SANCTIONS

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

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.

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:
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

for

By: _____

CITY:

By: _____
STEVE COLANGELO
INTERIM CITY MANAGER

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
DEPUTY CITY ATTORNEY

By: _____
SORACCO, INC.

82-1393520
Tax Identification No.

SORACCO Inc.
LIC. #1028603
GENERAL ENGINEERING & BUILDING CONTRACTOR
903 E. Lodi Ave Lodi, CA 95240
Tel: 209-267-4030 Fax: 209-267-4202
www.soraccoinc.com
DIR# 1000051608

Date: April 15, 2025
Attention: Colin Scott
Company: City of Stockton Parks
Project: Weber Point Structural Modifications – Paver Removal & Replacement & Structural Work

Soracco, Inc., Proposes to bid on the referenced project as a General Contractor for the "Weber Point Structural Modifications – Paver Removal & Replacement & Structural Work," portion of the work required under the general contract and any modifications.

Our proposal is according to site walk 3/28/25.

The specification sections for the scope of work quoted by Soracco, Inc., are as follows: Mobilize, Remove Existing 8" x 8" Exterior Pavers, Remove Existing SS Hardware, Remove Existing 3' x 3' Pavers, Remove Existing Grating, Removal of Existing Power Leads to Lights, New SS Hardware, Remove Existing 6" C-Channel, Fabricate & Install New Stainless Steel C-Channel & Hardware, Re-Install Grating, Re-install 3' x 3' Pavers, Re-Install 8" x 8" Pavers, Re-Install Light Fixtures & Electrical, Grout, Sand bed, Clean Up, Demobilize.

Soracco, Inc. recognizes addendums: 0

Line Item	Unit	Est. Qty	Unit Price	Total Price
1. Paver Work (R & R)	LS	1		$81,750.00
2. Electrical Budget	LS	1		$20,000.00
3. Stainless Steel C-Channel	LS	1		$98,507.00
4. Labor to Weld, Remove, & Reinstall C-Channel	LS	1		$19,873.00
			Total:	**$220,130.00**

Please see Inclusions & Exclusions on Attached Pages.

SORACCO Inc.
LIC. #1028603
GENERAL ENGINEERING & BUILDING CONTRACTOR
903 E. Lodi Ave Lodi, CA 95240
Tel: 209-267-4030 Fax: 209-267-4202
www.soraccoinc.com
DIR# 1000051608

Scope of Work:

- Mobilize
- Temp Fence
- Remove Existing Pavers
- Remove Existing Hardware
- Remove Existing – Electrical (Leads for Lights)
- Light Modification
- Remove Existing Grating
- Layout
- Remove Existing 6" C-Channel
- Fabricate & Install New Stainless Steel 6" C-Channel
- New Hardware – SS
- Re-Install Existing Pavers
- Re-Install Electrical (Leads for Lights)
- Re-Install Existing Grating
- Grout Pavers
- Sand for Pavers
- Equipment
- Clean Up
- Demobilize

Price Excludes:

- Any applicable surety bonds permits or fees, inspection of inspection costs.
- Sump Work
- Notification of owners or agencies affected by the work.
- Testing, QA-QC plan & inspection, SWPP materials/supplies and/or placement. SWPC manager.
- Survey.
- Pipe Material (Hydronic, Gas, Communications)
- Compaction Testing
- De-watering – Trench or other
- Adjustment of any utilities, marking of utilities.
- Shoring – Existing utility shoring
- Repairs of trade damage to our work.
- Pipe abandonment.
- Removal and disposal of any refuse, tree limbs, or garbage piles. Tree trimming.
- Other project work items and/or any other work.
- Asbestos abatement.
- Rock excavation: provision of imported or borrowed backfill material.

SORACCO Inc.
LIC. #1028603
GENERAL ENGINEERING & BUILDING CONTRACTOR
903 E. Lodi Ave Lodi, CA 95240
Tel: 209-267-4030 Fax: 209-267-4202
www.soraccoinc.com
DIR# 1000051608

- ANYTHING NOT SPECIFICALLY MENTIONED IN OUR PROPOSAL IS DEEMED EXCLUDED.

Conditions:

- Price is based on one (1) mobilization. Additional mobilizations available @$2,000 per mobilization, plus any additional materials and/or labor. Work to be performed Monday through Friday during normal working hours of 7:00am until 5:00pm. Price for split shift, weekend or night work to be provided upon request.
- Soracco, Inc., can provide a Waiver of Subrogation if required. Cost shall be reimbursed by the contractor. Owner/Prime Contractor to provide a suitable staging area for Soracco operations to use to stockpile spoils, sand, park equipment, and provide hydrant type or suitable water source.
- This proposal is based on using conventional construction equipment. We are not responsible for structure damage due to vibrations from our equipment or any reason other than negligence.
- **Price is subject to change upon review of final plans, soils report, and contract documents.**
- **Price is based on plans prepared by_____, Dated ____, Addendums __N/A__And a soils report prepared by ___NOT PROVIDED___Dated _N/A__.**
- **This bid proposal is good for 30 days.**

Credit Terms:

- Soracco's terms to be discussed
- Interest shall be paid at a rate of 1.5% per month to all late payments.

Acceptance: _____

Printed Name: _____

Date: _____

Exhibit B:
Insurance Requirements
(Weber Point Event Center Fountain Repairs)

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, his agents, representatives, employees, or subcontractors.

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 **$3,000,000** 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.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions 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.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies (Professional & Pollution only)
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 cancelled 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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **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.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to 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 circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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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

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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.

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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

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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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

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)

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 14 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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

::ODMA\GRPWISE\COS.PER.PER_Library:96180.1

Bond # GRCA69828

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, **SORACCO, INC.**, a **STATE CALIFORNIA CORPORATION,** as Principal and **Granite Re, Inc. dba Granite Surety Insurance Company** _____, a corporation, organized and existing under the laws of the State of **Minnesota** 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 HUNDRED SIXTY THOUSAND ONE HUNDRED EIGHTY-ONE AND 40/100 DOLLARS ($260,181.40), 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:

WEBER POINT EVENT CENTER FOUNTAIN REPAIRS
(PROJECT NO. OM-25-130)

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 May 5, 2025

Soracco, Inc.

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

_____

Granite Re, Inc. dba Granite Surety Insurance Company
SURETY

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT
Kenneth D. Whittington

By: _____
DEPUTY CITY ATTORNEY

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of San Joaquin

On this 5th day of May, 2025, before me V. Fernandez Knight Notary Public
Here insert Name and Title of Officer
personally appeared Richard A. Soracco Sr.
Name of Signer
, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 See Attached CA Ack
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 30 day of April, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Bethany J. Mireles
Notary Public

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 San Joaquin)

On May 5, 2025 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. ----------,
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.

V. FERNANDEZ KNIGHT
Notary Public - California
San Joaquin County
Commission # 2420140
My Comm. Expires Oct 9, 2026

Signature _____ **(Seal)**

Bond # GRCA69828

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **SORACCO, INC.**, a **STATE OF CALIFORNIA CORPORATION,** as **Granite Re, Inc. dba Granite Surety Insurance Company,**

ızed and existing

under the laws of the State of **Minnesota** 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 HUNDRED SIXTY THOUSAND ONE HUNDRED EIGHTY-ONE AND 40/100 DOLLARS ($260,181.40), 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:

WEBER POINT EVENT CENTER FOUNTAIN REPAIRS
(PROJECT NO. OM-25-130)

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 May 5, 2025

Soracco, Inc.

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

_____

Granite Re, Inc. dba Granite Surety Insurance Company
SURETY

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT
Kenneth D. Whittington

By: _____
DEPUTY CITY ATTORNEY

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of San Joaquin

On this 5th day of May, 2025, before me V. Fernandez Knight. Notary Public
Here insert Name and Title of Officer
personally appeared Richard A. Soracco Jr.
Name of Signer
, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 See Attached CA Ack
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 30 day of April, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

BETHANY J. ALRED NOTARY PUBLIC STATE OF OKLAHOMA #11003620 EXP. 04/21/27 IN AND FOR

Bethany J Alred
Notary Public

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 San Joaquin)

On May 5, 2025 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. ----------,
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.

V. FERNANDEZ KNIGHT
Notary Public - California
San Joaquin County
Commission # 2420140
My Comm. Expires Oct 9, 2026

Signature V. K (Seal)

GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

_____ ___, 2025 .

Kyle P. McDonald, Assistant Secretary

File #: 25-0572, **Version:** 1

ADOPT RESOLUTION TO AUTHORIZE THE MATTIE HARRELL PLAYGROUND REPLACEMENT PROJECT

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Approve Notice of Exemption No. NOE21-25 under the California Environmental Quality Act for the Mattie Harrell Playground Replacement, Project No. WP24045.

3. Approve the plans and specifications for the Mattie Harrell Playground Replacement, Project No. WP24045.

4. Award a Construction Contract in the amount of $387,868.75 to Ross Recreation Equipment Company, Inc. of Santa Rosa, CA, for the Mattie Harrell Playground Replacement, Project No. WP24045.

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

The Public Works Department provides and maintains playground equipment at 59 parks and open space locations throughout the City. The project will replace the existing playground equipment at Mattie Harrell Park (Attachment A).

On December 23, 2024, the City advertised a Request for Proposals (RFP) for the Mattie Harrell Playground Replacement, Project No. WP24045. On January 29, 2025, eight firms submitted proposals for this project. The Selection Committee evaluated the proposals and found Ross Recreation Equipment Company, Inc. (Ross Recreation) of Santa Rosa, CA, to be the most qualified and highest ranked firm.

It is recommended that Council adopt a resolution authorizing the City Manager to execute a Construction Contract, in the amount of $387,868.75, to Ross Recreation. It is also recommended that Council adopt a resolution approving Notice of Exemption NOE21-25 under the California Environmental Quality Act (CEQA) and approving the plans and specifications for the project (Attachment B). Construction is anticipated to begin and be completed by winter 2025, weather permitting.

DISCUSSION

Background

Public Works provides and maintains playground equipment at 59 parks and open space locations throughout the City. Staff inspect playground equipment on a regular basis and arrange for repairs and replacements of deteriorated or vandalized components as funding becomes available.

On May 14, 2024, by Resolution No. 2024-05-14-1228, Council allocated funding for Council priority projects, including $400,000 to the Mattie Harrell Playground Replacement, Project No. WP24045.

The playground equipment at Mattie Harrell Park was installed in 2004. Recreation Creations, the original manufacturer, is no longer in business so replacement parts are unavailable. City staff have worked with various vendors to acquire replacement parts, but they no longer make this structure. This playground has surpassed its useful life and needs to be replaced. The project will replace the existing playground equipment at Mattie Harrell Park (Attachment A).

Present Situation

On December 23, 2024, the City advertised an RFP for the Mattie Harrell Playground Replacement, Project No. WP24045. On January 29, 2025, eight proposals were received from the following firms:

- Bhogal Bros Construction (Hayward, CA)
- Community Playgrounds, Inc. (Vallejo, CA)
- Kompan (Rancho Santa Margarita, CA)
- Miracle Construction Co., Inc. dba Miracle Playsystems (Alamo, CA)
- Ross Recreation (Santa Rosa, CA)
- Yosso Group, Inc. dba Specified Play Equipment Co. (Burlingame, CA)
- Valley Construction Services, Inc. (Stockton, CA)
- Zoom Recreation (Irvine, CA)

The Selection Committee, comprised of Public Works and Community Services staff, evaluated and ranked all proposals based on the playground's overall play value, safety and accessibility, site compatibility, design, and cost. Ross Recreation received the highest ranking, based on the noted criteria, and was determined to be the most qualified and highest ranked firm for this project.

It is recommended that Council approve the plans and specifications (Attachment B), and award a Construction Contract to Ross Recreation of Santa Rosa, CA, in the amount of $387,868.75, for the Mattie Harrell Playground Replacement, Project No. WP24045.

The project is in conformance 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 filing of Notice of Exemption No. NOE21-25 under CEQA.

Construction is anticipated to begin and be completed by winter 2025, weather permitting.

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

1. The City does not have staffing available to perform the design and installation of playgrounds.

2. Use of the RFP process is appropriate for this Construction Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide professional, responsive, and timely services, which is in the public interest.

3. The City negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

FINANCIAL SUMMARY

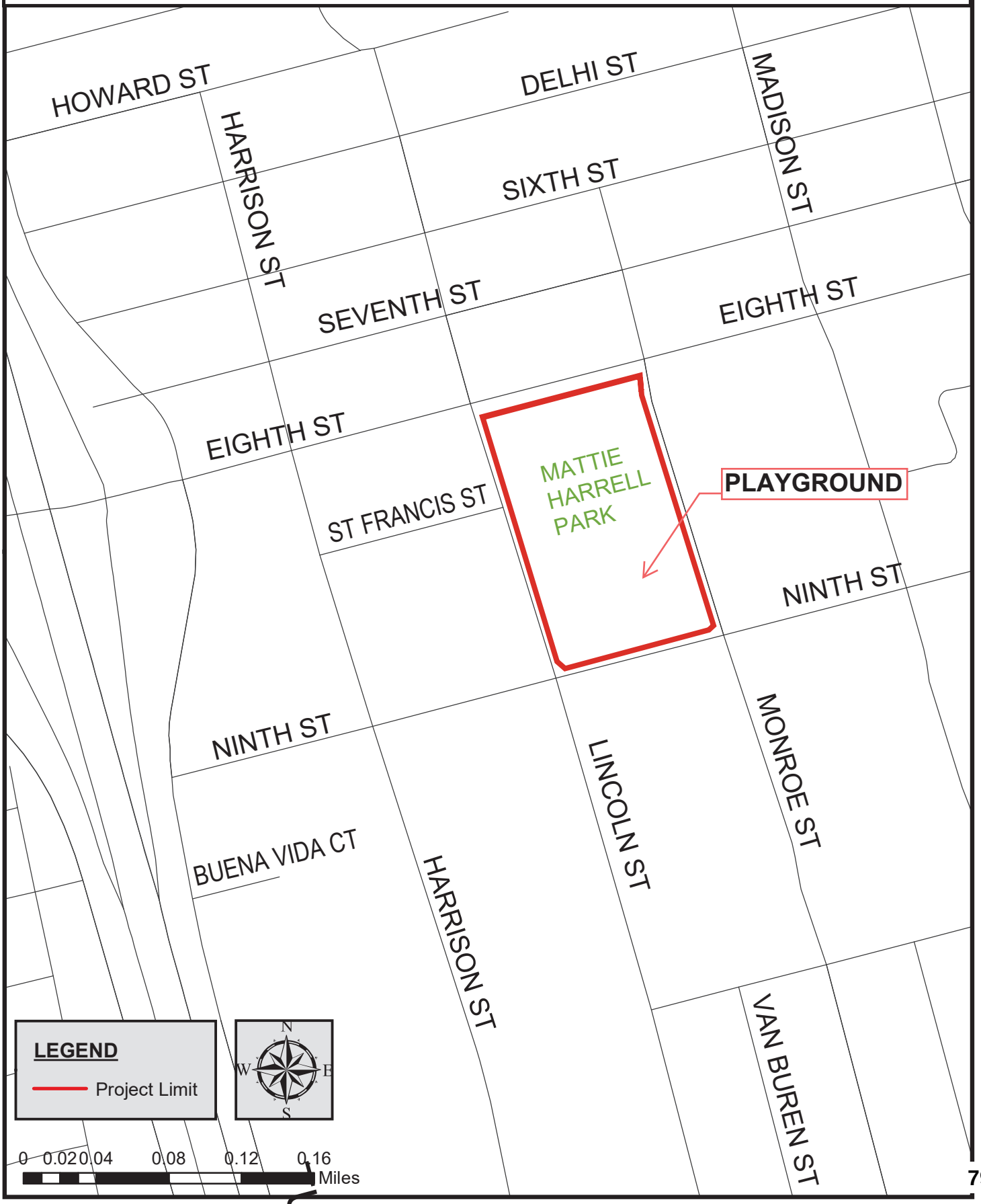
There is sufficient funding available in the Mattie Harrell Playground Replacement, Project No. WP24045, to award a Construction Contract to Ross Recreation in the amount of $387,868.75.

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

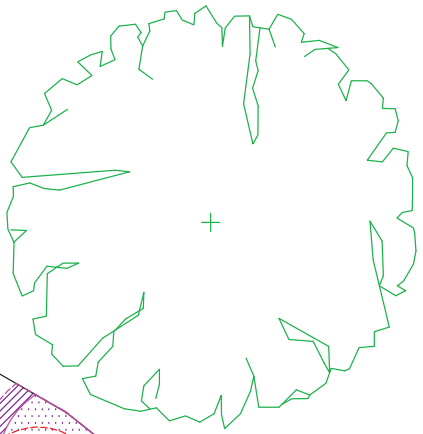
Attachment A - Vicinity Map
Attachment B - Playground Renderings

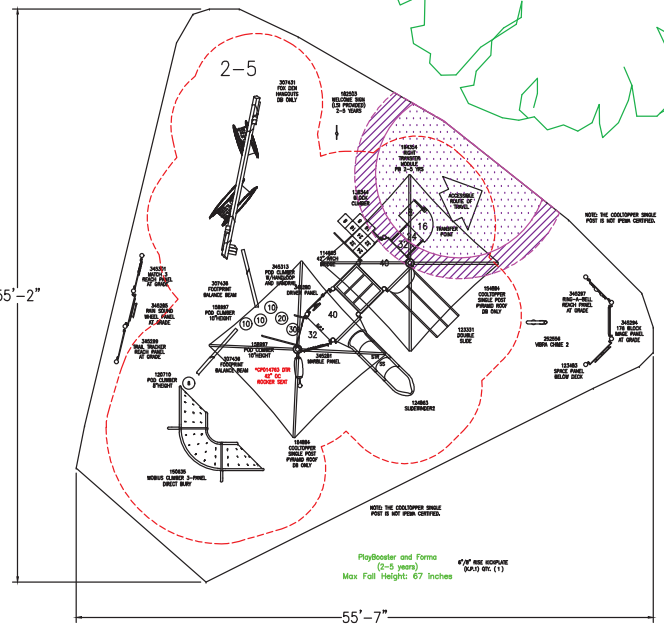
MATTIE HARRELL PLAYGROUND REPLACEMENT, PROJECT NO. WP24045

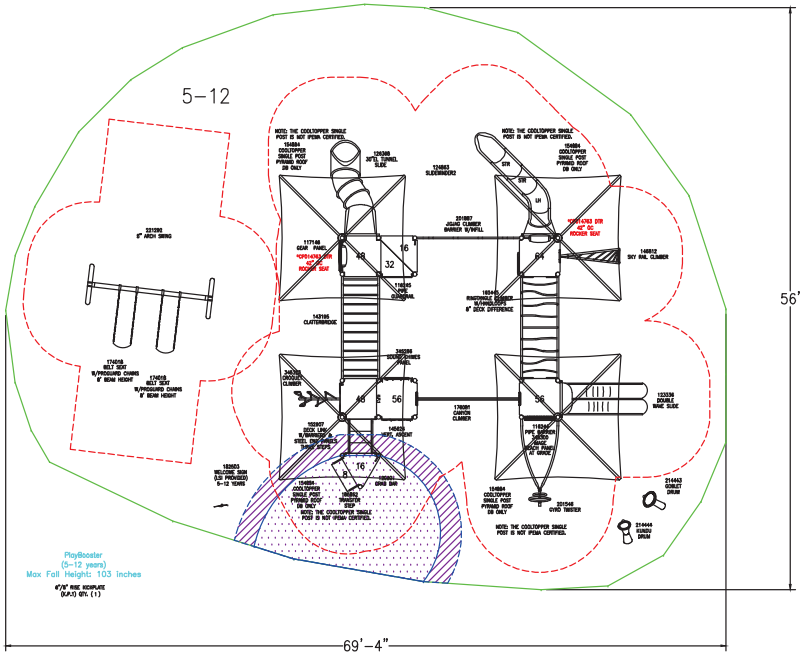
CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS



*OVERHEAD OBSTRUCTIONS WITHIN USE ZONES OF PLAYGROUND EQUIPMENT THAT ARE NOT PART OF THE PLAY STRUCTURE (FOR EXAMPLE, TREE LIMBS) SHALL BE AT LEAST 84 IN. (2130mm) ABOVE EACH DESIGNATED PLAY SURFACE OR 84 IN. (2130mm) ABOVE THE PIVOT POINT OF SWINGS.







APPROXIMATE AREA OF ACCESSIBLE/PROTECTIVE UNITARY SURFACING BY OTHERS
220 SQ.FT.

THE SQUARE FOOTAGE CALCULATION PROVIDED IS APPROXIMATE AND FOR ESTIMATION PURPOSES ONLY. LANDSCAPE STRUCTURES SHALL NOT BE HELD LIABLE FOR ANY COSTS ASSOCIATED WITH SURFACING BY OTHERS.

APPROXIMATE AREA OF ACCESSIBLE/PROTECTIVE LOOSE FILL MATERIAL BY OTHERS (ENGINEERED WOOD FIBER SUGGESTED)
1597 SQ.FT.

THE SQUARE FOOTAGE CALCULATION PROVIDED IS APPROXIMATE AND FOR ESTIMATION PURPOSES ONLY. LANDSCAPE STRUCTURES SHALL NOT BE HELD LIABLE FOR ANY COSTS ASSOCIATED WITH SURFACING BY OTHERS.

APPROXIMATE AREA OF ACCESSIBLE/PROTECTIVE UNITARY SURFACING BY OTHERS
226 SQ.FT.

THE SQUARE FOOTAGE CALCULATION PROVIDED IS APPROXIMATE AND FOR ESTIMATION PURPOSES ONLY. LANDSCAPE STRUCTURES SHALL NOT BE HELD LIABLE FOR ANY COSTS ASSOCIATED WITH SURFACING BY OTHERS.

APPROXIMATE AREA OF ACCESSIBLE/PROTECTIVE LOOSE FILL MATERIAL BY OTHERS (ENGINEERED WOOD FIBER SUGGESTED)
2864 SQ.FT.

THE SQUARE FOOTAGE CALCULATION PROVIDED IS APPROXIMATE AND FOR ESTIMATION PURPOSES ONLY. LANDSCAPE STRUCTURES SHALL NOT BE HELD LIABLE FOR ANY COSTS ASSOCIATED WITH SURFACING BY OTHERS.

2-5

TOTAL ELEVATED PLAY COMPONENTS	6		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	6	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7

5-12

TOTAL ELEVATED PLAY COMPONENTS	12		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	6	REQUIRED	6
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

landscape structures

IPEMA CERTIFIED to ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE SURFACING TO BE A COMBINATION OF UNITARY AND LOOSE FILL MATERIALS.

DESIGNED BY:
NAK

COPYRIGHT: 3/14/25
LANDSCAPE STRUCTURES INC.
601 7th STREET SOUTH
DELANO, MINNESOTA 55328
PH: 888-438-6574
playtel.com

Date	Previous Drawing #	Initials
1/23/25	1193000-03-02	NAK

SCALE: IN FEET
0' 2' 4' 8' 12'

Mattie Harrel Play

Stockton, CA

Ross Recreation Equipment Co
Nicole Nowak

SYSTEM TYPE:
PlayBooster

DRAWING #:
1193000-03-03

ISO 14001:2015 ENVIRONMENTAL MANAGEMENT

ISO 9001:2015 Certified

landscape structures
Mattie Harrel Play
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TAKE TURNS
MATCH 3
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WHAT IMAGE CAN YOU CREATE?
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Welcome
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Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE NOTICE OF EXEMPTION NO. NOE21-25, APPROVING THE PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE MATTIE HARRELL PLAYGROUND REPLACEMENT, PROJECT NO. WP24045

On December 23, 2024, the City advertised a Request for Proposals (RFP) for the Mattie Harrell Playground Replacement, Project No. WP24045. Eight proposals were received; and

The project will replace the existing playground equipment at Mattie Harrell Park; and

Ross Recreation Equipment Company, Inc. (Ross Recreation) was determined to be the most qualified and highest ranked firm for this project. Staff negotiated a fee in the amount of $387,868.75 with Ross Recreation for the Mattie Harrell Playground Replacement, Project No. WP24045; and

The project is in conformance with the City's General Plan, pursuant to California Government Code, section 65402, and 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 findings pursuant to Stockton Municipal Code (SMC) Section 3.68.070 in support of an exception to the competitive bidding process. These findings include:

    a. The City does not have staffing available to perform the design and installation of playgrounds.

    b. Use of the RFP process is appropriate for this Construction Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide professional, responsive, and timely services, which is in the public interest.

    c. The City negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

2. The City Council approves the filing of Notice of Exemption No. NOE21-25

under the CEQA for the Mattie Harrell Playground Replacement, Project No. WP24045, a copy of which is attached as Exhibit 1 and incorporated by this reference.

3. The City Council approves the plans and specifications for the Mattie Harrell Playground Replacement, Project No. WP24045.

4. The City Council awards a Construction Contract between the City of Stockton and Ross Recreation, in the amount of $387,868.75, 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.

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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
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 E 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: Mattie Harrell Playground Replacement, Project No. WP24045
CEQA Exemption File No.: NOE 21-25
Applicant: City of Stockton
Project Description/Location: The City of Stockton's Public Works Department will be installing new playground equipment at Mattie Harrell Park, APNs 165-201-15 and 165-201-16.

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).

CHAD REED, DIRECTOR
PUBLIC WORKS DEPARTMENT

April 10, 2025
(DATE OF PREPARATION)

By _____
Colin Scott, Parks 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 **ROSS RECREATION EQUIPMENT COMPANY, INC.**, a **STATE OF CALIFORNIA CORPORATION,** with a business address at **100 BUSH CREEK ROAD, STE. 206, SANTA ROSA, CA 95404**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **MATTIE HARRELL PLAYGROUND REPLACEMENT (PROJECT NO. WP24045)**, 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 **$387,868.75**, 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. 2016-09-27-1213, 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 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. To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

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 24 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 THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($3,600) 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 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) https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964.

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.

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 https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. 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 ensure 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.

f. SANCTIONS

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

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.

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:
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

By:_____

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
ASSISTANT CITY ATTORNEY

CITY:

By:_____
STEVE COLANGELO
INTERIM CITY MANAGER

By:_____
ROSS RECREATION EQUIPMENT COMPANY, INC.

68-0103540
Tax Identification No.

ROSS Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Nicole Nowak
707.538.3800 | (916) 546-4425
nicolen@rossrec.com

Contract #: 2025-35170
Quote #: 00046440
Quote Name: Mattie Harrell Option 3 Design # 1193000-03-03
Quote Total: $387,868.75

Billing Address:
City of Stockton
1465 S. Lincoln St.
Stockton, California 95206

Shipping Address:
Sierra Play Partners
Sierra Play Partners
Attn: Loren Jessop/Mattie Harrell
812 Kiernan Ave
Modesto, California 95356

Quote Date: 4/24/25
Expiration Date: 5/26/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Mattie Harrell Park Play	4-6 weeks	Nicole Nowak	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Rentals	Temp Fencing provided by Installer. Fencing to remain until final inspection.	$2,400.00	$2,400.00
1.00	Demolition	Demolition includes: Demo & Disposal of Existing Play Equipment and Demo & Disposal of 2 qty Existing Concrete ADA Ramps w/ PIP.	$9,335.00	$9,335.00
1.00	Site Work	Site Work to include: Raking back existing wood fiber, Construction of new concrete slab w/ PIP for 2-5 play area at approx. 200 SF, Installation of PIP on concrete slab, Construction of new concrete ADA ramp in 5-12 play area. Project DIR # needed for State Prevailing Wage _____ **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	$15,800.00	$15,800.00
1.00	Project Management	Offloading, Receiving, Storing Equipment and Delivering Equipment to Site.	$5,135.00	$5,135.00
1.00	PlayBooster 2-5 & PlayBooster 5-12	Landscape Structures PlayBooster for ages 2-5 and ages 5-12 PlayBooster Design # 1193000-03-03. 2-5 Play Area Includes: PlayBooster Play Structure w/ Block Climber, Pod Climbers, Below Deck Rocker Seat, Arch Bridge, Braille Panel (Ground Level), Color Splash Panel at Grade, Driver Panel (Above Deck), Kaleidospin Panel (Ground Level), Optigear Panel at Grade, Ring-a-Bell Panel (Above Deck), Space Travel Panel (Ground Level), Tic-Tac-Toe Panel at Grade, 2 qty. CoolTopper Single Post Pyramid Shade, Double Slide, SlideWinder2, Footprint Balance Beam, Forma Fox Den Hangouts, Mobius 3-Panel Climber, Pod Climbers, Rhapsody Vibra Chimes, LSI Provided ages 2-5 Welcome Sign. 5-12 Play Area Includes: PlayBooster Play Structure w/ Clatterbridge, Canyon Climber, Sky Rail Climber, Croquet Climber, 3-Step Deck Link, JigJag Climber, Ring Tangle Climber, Vertical Ascent Climber, 2 qty Below Deck Rocker Seats, Chimes Panel (Above Deck), Fun Mirror Panel (Ground Level), Gear Panel (Above Deck), Pipe Barrier (Above Deck), Grab Bar, Gyro Twister Spinner, 4 qty CoolTopper Single Post Pyramid Shades, 30" Dia tunnel Slide, Double Wave Slide, SlideWinder2, Rhapsody Goblet Drum, Kundu Drum, 5" Arch Swing w/ 2 Belt Seats, LSI Provided ages 5-12 Welcome Sign.	$189,075.00	$189,075.00
1.00	Install - Play Equipment	Installation of Landscape Structures PlayBooster for ages 2-5 & ages 5-12 per design #1193000-03-03 by a manufacturer certified installer. *Project DIR # needed for state Prevailing Wage projects. Quote does not include any additional labor, union or wage requirements. If project has additional labor requirements, additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted.	$109,335.00	$109,335.00

Recreation Equipment

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Nicole Nowak
707.538.3800 | (916) 546-4425
nicolen@rossrec.com

Contract #: 2025-35170
Quote #: 00046440
Quote Name: Mattie Harrell Option 3 Design # 1193000-03-03
Quote Total: $387,868.75

		*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. *Installation quoted includes standard manufacturer provided footing details. If different and/or engineered footing details are provided by the contractor/owner/specifier, a change order will be required. *Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.		
1.00	Wood Fiber	Wood Fiber Surfacing Material - 8" Top-off across 1756 SF in 2-5 play and 8" Top-off across 3025 SF.	$2,500.00	$2,500.00
1.00	Install - Wood Fiber	Wood Fiber Rake and Spread Installation of approx. 236 cubic yards of engineered wood fiber. To be dispersed between the 2-5 and 5-12 play boxes for 8" top-off.	$2,500.00	$2,500.00
1.00	Inspection	CPSI Playground Safety Audit provided by Certified Playground Inspector.	$4,667.00	$4,667.00
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	$11,230.00	$11,230.00

Totals

County/ City Tax	(San Joaquin County/ Stockton 9.0000 %)	**Materials**	$191,575.00
		Sales Tax	$17,241.75
		Labor/ Fees	$160,402.00
		Freight	$18,650.00
		Total	$387,868.75

Notes to Customer

ROSS Recreation Equipment

CONTRACT

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Mattie Harrell Park

Ross Recreation Equipment Contract Document

PREPARED FOR:

City of Stockton
1465 S. Lincoln St.
Stockton, California 95206
Credit Terms: Net 30 On Materials Shipment

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between City of Stockton ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **5/26/25.**

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments, or modifications of this Contract shall be valid unless made in writing and signed by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials with the installation of those materials, if we are providing installation of your equipment. Site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms and payment for materials is required regardless of installation status.

Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping. Any changes to the County/City tax rate and/or a change to the ship to location may affect the final total due on this contract. The customer is responsible for these sales tax changes. For this order, the sales tax rate is as follows: **(San Joaquin County/ Stockton 9.0000 %).**

Labor costs quoted and contracted are good for six months. If the duration and/or timeline of the project and Ross Recreation's start date is extended beyond six months from the time of an executed contract, additional costs may be incurred reflecting current labor costs at the time the labor is performed.

ROSS Recreation Equipment

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1193000-03-03
Quote Total: $387,868.75

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contact Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

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6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

8. EXCLUSIONS/CLARIFICATIONS:

Permits, permit fees, licenses, inspections, site work, and any materials or labor unless specifically quoted and included in the approved scope of work are excluded.

Mobilization: Labor quoted by Ross Recreation is for one move-in and one move-out mobilization. Delays and/or multiple mobilizations due to inadequate site prep, project delays, or other reasons will require an additional mobilization fee by Ross Recreation.

Site Access: Customer must ensure that the site may be accessed by large machinery or equipment (i.e. a Bobcat tractor, lift, etc.) for use of moving equipment, footing excavation, and performing required installation work. Site access must be free from curbs, concrete walkways, fencing, plantings, etc. If such conditions exist, Ross Recreation will do our best to gain access with minimal damage but will not be responsible for needed repairs made due to limited access to the site.

Labor/Installation: Ross Recreation will provide materials and installation (if applicable and quoted) only as quoted and per each manufacturer's installation specifications, guidelines, and standard footing details. Installation includes the layout of the equipment, post-footing excavation based on the manufacturer's standard footing details and specifications, concrete for footings, and complete assembly/installation of the purchased materials unless stated otherwise.

Underground Utilities: Services for underground utilities that are not marked by USA or other location services are not the responsibility of Ross Recreation. If utilities are inadvertently affected and damaged during the installation and completion of Ross Recreation's scope of work, Ross Recreation is not liable for repair nor any associated repair costs incurred by footing and/or excavation work. Scan/X-ray services prior to the start of work to better identify utilities is highly recommended.

The correct and determined location of the equipment/structure(s) is the sole responsibility of the owner or designated architect, engineer or designer of the project. If the relocation of the equipment/structure(s) is required due to unknown site conditions, permits, project approvals or other occurrences, additional costs may be incurred for re-mobilization, new site considerations and conditions and/or other project specifics.

Existing ground cover or surfacing materials interfering with the installation will require a change order to include removal and/or disposal of materials. Landscape repairs are excluded, including irrigation or/and lines interfering with installation.

Third-party playground equipment inspection/certification to be completed independently from this contract and by others.

Project Security: Ross Recreation requires that the customer provide a secure site for the materials and installation of equipment and surfacing. Ross Recreation is not responsible for providing site security nor safeguarding the worksite

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and providing materials against theft, vandalism, or other criminal activities unless specifically included in the scope of work. Any costs are the responsibility of the customer/Owner.

For rubberized surfacing installations, Ross Recreation will require the use of temporary cyclone fencing or a security guard for the curing period following the installation of the rubberized surfacing. If fencing or security is declined, Ross Recreation will require a waiver form provided and signed by the customer accepting liability for securing the site during the surfacing cure time of forty-eight hours.

Ross Recreation excludes any work or items not explicitly listed in the ordered quote and scope of work or otherwise included by reference in this contract. Any additional materials and/or work requested shall be subject to a separate agreement or Change Order.

9. CLEAN-UP:

If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

10. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

12. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

13. HAZARDOUS MATERIALS:

Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos, lead, mold or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and will not start work again until such hazardous materials are clear of the site.

14. NON UNION CONTRACTORS:

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions; however compliance with prevailing wage rate requirements will occur in compliance with the Department of Industrial Relations (DIR) guidelines. If union enrollment is required by Ross Recreation's subcontractor and they are able, willing and agree to the enrollment for completion of this project, Ross Recreation will require a change order to cover the costs on a per project enrollment and additional wage/benefit requirements.

ROSS Recreation Equipment

CONTRACT

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15. CONTRACTORS:

Contractors are required by law to be licensed, bonded, and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

16. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

_____
Customer Signature

_____
Customer Print Name

_____
Date

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

1.0 INTRODUCTION

The City of Stockton Public Works Department is requesting proposals from qualified firms to remove existing play equipment and provide and install a multi-component, modular playground structure at Mattie Harrell Park, 2244 S Lincoln St, Stockton, CA 95206. Vendors are invited to submit proposals for this playground.

The selection criteria listed within this RFP shall be used to measure how well each vendor has met the desired requirements and qualifications. The award will be based on evaluation of all selection criteria. The City will conduct negotiations with the highest ranked firm based upon the selection criteria as outlined in this RFP.

2.0 BACKGROUND

The City of Stockton is planning to install a replacement playground at **Mattie Harrell Park.** The City is looking for unique, fun play equipment for ages 2-12 with engaging features and high play value that will encourage physical activity and enhance motor skill development.

3.0 PROJECT DESCRIPTION

The objective of this RFP is to solicit proposals that will result in the award of a contract for turnkey installation of a replacement playground at Mattie Harrell Park.

4.0 SCOPE OF SERVICES

Scope of Services includes, but is not limited to:

1. Assess needs and design criteria with City's parks maintenance team.
2. Provide a consistent project design team through the full length of the design process. Substitutions need to be submitted in writing to the City and must be approved by the City.
3. Provide schematic drawings, colored elevations, colored perspective, and other suitable material depicting the components to be evaluated.
4. Apply value engineering/analysis to alternatives including advice on "constructability" and "vandal-resistant" decisions. Provide information on the trade-offs between alternatives as to the initial costs, life cycle costs, and construction schedule.
5. Design development and installation document stages of the project. Provide feedback on the budget, schedule, and make recommendations to the City.
6. Ensure the equipment fits within the site for all use zones.
7. Arrange for equipment to be delivered on site by installer. Secure equipment if delivered early.
8. Secure the work site with 6' temporary chain link fencing and warning signs during installation and until final safety certification is received and approved by City.

9. Following installation, a full and thorough audit of newly installed play equipment is required. This will be performed by a Certified Playground Safety Inspector (CPSI). Vendor(s) will be required to address and resolve any identified deficiencies within ten (10) business days of notification of the deficiencies to the City.
10. Contractor to provide Certified Playground Safety Inspector (CPSI) and Safety Inspection Report, any fees associated is the contractor's responsibility.
11. Attend public or online meetings to include any feedback from the community.

Demolition and disposal of existing playground equipment will be necessary.

4.1 DESIGN CRITERIA

See Attachment A for park location and details.

To be considered for selection, equipment included in a proposed design must meet the following criteria.

1. All designs should be shown using the color palette of tan, brown and green. Actual colors of ordered playgrounds will be determined with the successful vendor. Failure to provide schematic drawings in the requested colors may result in the dismissal of the proposal.
2. Designs should include proposed location for benches, and pricing should include bench purchase and installation. Bench locations may be outside of the existing playground footprint.
3. Pricing should include certified surface installation. All sites, with the exception of inclusive, all-accessible playgrounds, should use engineered wood fiber playground mulch. Poured in place surfacing may be used as a ramp from sidewalk to structure if it increases area and play value for all.
4. Play structures and amenities must be age appropriate with proper signage.
5. Design must be compatible with and enhance current park amenities.
6. All equipment and surfacing must conform to current playground-related standards.
    a. Including but not limited to:
        i. All guidelines of the U.S. Consumer Products Safety Commission (CPSC).
        ii. All American Society for Testing and Materials (ASTM) standards for public play equipment.
    b. The proposal must include signed, written certification of same from the manufacturer or its representative.
7. All equipment proposed to be furnished in response to this RFP shall meet the

following minimum requirements:

a. Main upright platform posts on units designed for ages 2-12 require a minimum 5-inch O/D galvanized steel or aluminum, powder-coated posts, or acceptable alternative.

b. Decks/Ramps

   i. Vinyl-coated expanded metal; or vinyl-coated punched steel or aluminum. No plate steel or wooden decks.

   ii. Must be multi-post supported and maintain a minimum area of 12 square feet each. Can be square, rectangular, or multi-sided.

c. Swings (if included)

   i. All swings shall be arch style swings.

   ii. A combination of belt, toddler, companion, and accessible swings should be included.

   iii. Minimum of two bays per unit should be included.

d. All equipment furnished under this proposal shall be designed and constructed in such a way that the equipment can be installed with conventional, poured-in-place concrete footings.

e. No fiberglass, wood, or polished stainless-steel parts, components (such as slide bedways), or structures will be accepted.

f. Tunnels, tubes, slides, or cubes shall be constructed of rotationally molded polyethylene materials with ultraviolet light stabilizers and color molded in.

8. Multi-component, modular play units can be designed in a semi-compact fashion, linear or spread-out forms. Area must allow for the manufacturer's recommended and state-required safety zones on all sides of the actual play unit.

9. Accessibility

   a. The following criteria have been developed as guidelines for the manufacturers and suppliers responding to this RFP:

      i. Equipment that is proposed as "ADA Compliant or ADA Accessible" must be as accessible as possible to all children from able-bodied to those with a wide range of disabilities. The equipment should in no way be designed so that the play value to able-bodied children is reduced.

      ii. Additional play events attached to the deck structures may be included at ground level as part of accessibility requirements.

      iii. It is the intent of the City of Stockton that all new playgrounds shall be accessible to a range of children with many levels of physical ability. Manufacturers are strongly encouraged to respond to this intent.

      iv. All play equipment will be as vandal-proof as possible.

CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
MATTIE HARRELL PLAYGROUND REPLACEMENT
PROJECT NO. WP24045

SECTION 1 - SPECIFICATIONS AND PLANS

1.1 Specifications

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works Standard Specifications and Plans and these Special Provisions.

In case of conflict between these Special Provisions and the City Standard Specifications and Plans, or Caltrans Specifications, the Special Provisions shall take precedence.

1.2 Terms and Definitions

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

City or Owner	City of Stockton
CA-MUTCD	2014 California Manual on Uniform Traffic Control Devices
Director	Director of Public Works, City of Stockton
Standard Specifications	City of Stockton Latest Standard Plans and Specifications and any amendments and revisions thereto
Caltrans Specifications	Current and Latest State of California, Dept. of Transportation, and any amendments or revisions thereto
Department	Department of Public Works, City of Stockton
Deficiency	Where work has not been performed in accordance with these Special Provisions and Standard Specifications and/or any subsequent superseding contract or contract change order as determined by the Contract Administrator.
Correction	An item or area of maintenance that requires attention for any unanticipated or unscheduled maintenance or corrective repairs, such as an irrigation line break or cleanup from vandalism, graffiti, or other event.
Contract Administrator	Public Works Department representative(s) who

	oversee(s) this maintenance contract.
Project Manager	Contractor's appointed person responsible for performance of the work.
Contractor	Company having contracted with the City for work as described herein.
Working Day	Any eight-hour day, except as follows: Saturday, Sunday and City recognized holidays

SECTION 2 - BLANK

SECTION 3 - BLANK

SECTION 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4.1 Beginning of Work

At no time shall work begin without receiving a Notice to Proceed from the Contract Administrator that the contract has been approved by the City Attorney or an authorized representative.
The Contractor shall diligently prosecute all work items throughout contract term.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the negotiated contract, and no additional compensation will be allowed.

4.2 Award of Contract

Award of the Contract will be made only to proposers possessing the ability to perform all aspects of this contract successfully, which will be determined by considering such matters as Contractor integrity, compliance with public policy, record of past performance (including default on a project), financial, labor and technical resources.

4.3 Time of Completion

Upon execution of the contract by the City, the performance period of working days shall commence based on the schedule provided by the contractor. **The contractor shall diligently prosecute the contract work to completion within the working days provided on the schedule**. The days to finish the punch list, provided by the City, are included in the Original Working Days.

Full compensation for any costs required to comply with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

4.4 Liquidated Damages

Attention is directed to the provisions in Section 8-1.10, "Liquidated Damages," of the Caltrans Specifications and these Special Provisions.

The contractor shall pay liquidated damages to the City of Stockton in the amount of **$3,600 (THREE THOUSAND SIX HUNDRED DOLLARS)** per day for each and every calendar day that the work remains incomplete after expiration of the contract working days specified in these Special Provisions.

Full compensation for any costs required to comply with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

4.5 Termination Clause

The City may terminate the resultant contract for convenience by providing a thirty (30) calendar day notice unless otherwise stated in writing.

If, in the opinion of the Public Works Director, the Contractor fails to diligently prosecute this contract, the City reserves the right to terminate this contract with a thirty (30) day written notice. Within the 30-day period after the Contractor has been given a notice of termination the City may hire an interim Contractor. The City reserves the right to recall the Contractor's contract security and/or withhold any payment which may be due as may be necessary to offset all costs of hiring such interim Contractor.

SECTION 5 - PROJECT AND PROPOSAL GENERAL INFORMATION

5.1 Proposal Submissions

Proposals shall be submitted and received no later than **3:00 p.m. on Wednesday, January 29, 2025,** to:

ATTN: KATRINA TAVARES
CITY OF STOCKTON
1465 S. LINCOLN STREET
STOCKTON, CA 95206

The proposal should be firmly sealed in an envelope which will clearly be marked on the outside with **"MATTIE HARRELL PLAYGROUND REPLACEMENT - PROJECT NO. WP24045**. The Cost Proposal must be in a sealed envelope separate from the proposal. Late Proposals will not be accepted.

5.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate an agreement with the firm submitting the highest-ranking proposal. Also, the City reserves the right to reject any and all proposals

or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds to reject the proposal.

5.3 Proposal Questions and Requests for Clarification

Any question or request for clarification shall be submitted in writing to: Jeniffer.Morfin@stocktonca.gov. Requests for clarification shall be submitted by Thursday, January 9, 2025, at 4:00 p.m. If a response warrants an addendum to the RFP, such addendum will be posted at least two days prior to the proposal due date. It is the proposer's responsibility to include a copy of such response with his/her proposal.

5.4 Causes for Disqualification

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents;

B. Any attempt to improperly influence any member of the evaluation panel;

C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of proponent's proposal submittal and considered non-responsive.

D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

G. Any exceptions to the insurance requirement may result in a non-responsive proposal.

5.5 Licensing Requirements

- Contractor shall possess and maintain professional certifications or licenses that may be required to perform the work as described.

- Contractor shall possess a valid City of Stockton Business License prior to starting work. Contractor shall possess a A, B or C-61/D-34 specialty license issued by the State of California Contractors State License Board in order to

submit a proposal for this work. Department of Industrial Relations (DIR) registration is required.

- The proposer must obtain and maintain the required insurance. Proposer should review Attachment B, Instructions to Proposers for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Proposers may be grounds for rejection.

5.6 Department of Industrial Relations

Please refer to Attachment B, Instructions to Proposers, for registration requirements with the Department of Industrial Relations.

5.7 REQUIRED PROPOSAL CONTENT

See SECTION 10. The proposal shall contain the following, at a minimum:

- Cover Letter
- Executive Summary
- Project Team
- Examples of experience with similar types of work
- References
- Playground Designs
- Schedule
- **Cost Proposal (in a separate sealed envelope)**

The body of the technical proposal shall not exceed 20 pages with a minimum font size of 10. Proposer shall submit 5 bound sets of the proposal. The maximum allowable length is exclusive of any folder, cover, or section dividers. Proposals shall be no more than 25 pages, including resumes and the cover letter. The proposal shall also be submitted as a PDF on a USB flash drive clearly labeled with the proposer's name. Drawings and pricing pages will not count as part of the proposal's page count. An electronic copy of the cost proposal should not be included on the flash drive.

5.8 Schedule

Provide a detailed time schedule outlining the shipment of materials, followed by the demolition process and subsequent installation.

5.9 Cost Proposal

Proposer shall submit a separate cost proposal as part of their overall proposal. Please provide a summary of charges for CPSI, safety report, complete playground installation, including surfacing.

The cost proposal must be in a sealed envelope separate from the other required proposal content.

5.10 Product Ownership
Any documents resulting from the performance of work in the contract will become property of the City.

5.11 Contract Bonds
See "Instructions to Proposers." This job requires registration with the Department of Industrial Relations and prevailing wage**.**

5.12 Project Appearance
The Contractor shall maintain a working zone that is neatly fenced off with 6' temporary chain link fencing and warning signs. The work zone shall be maintained clean at the end of each workday. Fencing shall remain around playground until successful CPSI safety inspection is complete and the City has received the safety inspection documentation.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed.

5.13 Indemnification and Insurance

See "Instructions to Proposers."

5.14 Start of Work Meeting
The City project manager will schedule a pre-start of work meeting with the Contractor following award of the contract and prior to issuing the Notice to Proceed, which will follow the final execution of the Contract. This meeting will be held online or in the City of Stockton.

5.15 Inspections
Representative(s) from the Public Works Department will manage/administer this contract and inspect the Contractor's work. The Contract Administrator has the authority to act on behalf of the Public Works Department and City.

5.16 Contractor Qualifications
Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City.

5.17 Contractor Responsibilities
Contractor will provide an adequate number of staff able to perform work at the highest standards of playground design and installation to deliver this project in conformance of these specifications.

5.18 Damage to Improvements
Contractor is responsible for any and all damage to any improvement which is a result of Contractor's actions and/or inaction. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements, or property caused by Contractor. Contractor shall repair or replace any damaged improvement to the Contract Administrator's satisfaction at no cost to the City.

5.19 Safety
Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. Contractor is solely responsible for advising and educating all personnel to the health hazards associated with this work prior to personnel commencing work under this contract.

All work shall be performed with the utmost concern for safety of both the workers and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas that are being serviced.

5.20 TRAFFIC CONTROL AND LANE CLOSURES
Attention is directed to Part 6 of the California MUTCD, Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", of the Caltrans Specifications, and Section 10-1.01, "Order of Work", of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

The Contractor shall furnish, and maintain in good working order, all barricades and flashers, and provide flaggers as necessary to protect pedestrians, bicyclists, and vehicular traffic.

The Contractor shall provide adequate and continuous ingress and egress for all adjacent properties; except for the limited period of time, it is necessary to perform work at a specific property. The Contractor shall diligently prosecute all work directly impacting businesses to completion.

5.21 Traffic Control Plan
The Contractor shall submit to the City Engineer a detailed "Traffic Control Plan" for review and approval, if anything further than lane closures become necessary for this work. The "Traffic Control Plan" at least 3 working days prior to commencing any work which requires implementation of any component of the "Traffic Control Plan". The plan shall be approved by the Engineer prior to its implementation by the Contractor.

5.22 Traffic Lane and Sidewalk Closures

Lanes and sidewalks may be closed only as indicated in this section, "Maintaining Traffic", of these Special Provisions. Except for work required under Section 7-1.03" Public Convenience" and Section 7-1.04," Public Safety" of the Caltrans Specifications, work that interferes with public traffic shall be performed only as indicated. Traffic lane and sidewalk closures shall conform to the following requirements:

Lane closure, a maximum of one lane in each direction of travel, not less than twelve (12) feet wide, shall be permitted only between the hours of 9 a.m. and 3:30 p.m. Any lane closures other than specified shall be approved by the Engineer.

Standard working hours pertaining only to this section shall be 9 a.m. to 5 p.m. Any extended working hours require the approval of the Engineer.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Adequate ingress and egress shall be maintained throughout the project limits for fire, police, and other emergency vehicles. The Contractor shall provide adequate ingress and egress for residences, property owners, and abutting business owners to their respective properties except when performing work at their specific locations.

Also, the Contractor shall provide adequate signing, barricades and flashers or portable flashing beacons, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades, flashers and detour signs 24 hours a day, including covering signs during non-construction hours. The Contractor shall also provide the City with the names and telephone numbers of three representatives available at all times.

Except as otherwise allowed by the City Engineer, "long term" and temporary closures shall be removed, and the full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress during the working period or successive working periods.

The contractor shall provide for pedestrian and wheelchair access to at least one intersection corner within each block and the abutting sidewalk facilities along each block, at all times. Simultaneous closure of both intersection corners to pedestrian traffic within the same block is not allowed.

The contractor shall maintain at least one north/south crosswalk and one east/west crosswalk open to pedestrian and wheelchair access, where exists, at each intersection at all times.

Whenever Contractor's vehicles or equipment are parked within six feet of a traffic lane, the area shall be closed with fluorescent traffic cones or portable delineators placed on a

taper in advance of the parked vehicles or equipment and along the edge of the traffic lane at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by the Engineer.

Contractor is responsible for the cost of all traffic control. No consideration will be given to the claims of extra costs for traffic control operations.

5.23 Protection of Property

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Some parks are bounded by, back up to or are in immediate proximity of private property. Contractor shall use the utmost caution so as not to damage any private property. Any damages caused by Contractor's personnel or equipment must be immediately reported to the Contract Administrator. Contractor will be responsible for the costs to restore the damaged amenity to the condition existing before the damage or for replacement, as determined by City. City reserves the right to select or approve the person/company doing the repair and the materials used. To the greatest extent practicable, Contractor shall not enter private property.

Upon completion of service at a site, Contractor is responsible for securing all areas.

5.24 Standards of Performance

All other portions of these special provisions notwithstanding, it is intent of these special provisions that the Contractor provide a level of service that will present the community with a safe and enjoyable playground.
Contractor shall comply with all local, County, and State laws and regulations governing playground installation work applicable to the type of work and individual locations being developed.

5.25 Workmanship

Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of the Contract Administrator. The Contractor shall cooperate with the Contract Administrator to enable determination of contract compliance. The Contract Administrator shall be the sole judge as to whether Contractor's work conforms to the intent of these Special Provisions. If any work is not performed to the satisfaction of the Contract Administrator, the Contractor will be responsible for correcting such deficiencies.

5.26 Quality Control

Contractor shall perform quality control on all work performed under this contract. An inspection of each playground at completion by a third-party Certified Playground Safety Inspector is required. Each playground must remain fenced off to the public until the completed inspection from a qualified third party is received by the City of Stockton.

SECTION 6 - BLANK

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 General

Full compensation for disposal of materials found routinely on-site and generated from performing the work in these Special Provisions become the property of the Contractor who shall be responsible for its proper disposal which shall be included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

7.2 Payments

Payment requests shall be submitted after the end of each site installation is complete and CPSI safety inspection documentation is received. Payment requests received earlier than that will not be processed until these items are confirmed and until the certified payroll is submitted.

The five percent (5%) retention withheld of all construction contract payments will remain with the City until thirty-five (35) calendar days after the Notice of Completion was recorded.

SECTION 8 – BLANK

SECTION 9 – DESCRIPTION OF WORK

It is the intent of these special provisions that the Contractor provide a level of quality playground equipment professionally installed that presents Stockton residents with safe playgrounds with play value and vandal-resistant features.

9.1 HOURS AND DAYS OF WORK

All installation work is expected to be performed between the hours of 7 a.m. and 5 p.m. Contractor shall not use equipment powered by internal combustion engines within 50 feet of a residence before 8 a.m.
Contractor shall provide a schedule of installation dates as soon as identifiable, based on incoming shipments of playground components.

SECTION 10 - SUBMITTALS

Proposals will be accepted until **Wednesday, January 29, 2025, at 3:00 p.m.** See Section 5, Item 5.0

Proposals will be opened at the date and time specified and each firm responding will be recorded as a respondent. Proposal content will be kept confidential until after an award is approved. Once the award recommendation is made, and has been approved, information in proposals will become public record and can be released at that time.

The City may reject any proposal not in compliance with all prescribed public bidding

procedures and requirements and may reject any or all proposals. These are minimum requirements. The City reserves the right to waive any requirement or condition of the Request for Proposals upon finding that it is in the public interest to do so.

Playground designs may be vetted through a public approval process.

Proposals will be reviewed by a Selection Committee tasked with evaluating each proposal according to the selection criteria outlined in the RFP. The Selection Committee will be comprised of staff members of the City. The firms deemed most qualified and responsive may be asked to attend an interview session to further present their approach to the services requested. Vendors will not be compensated for participation in this process.

All RFP requirements must be met, or be capable of being met, by the responding firm or the submittal may be disqualified as being nonresponsive. The firm deemed most qualified by the committee will be recommended for contract award to the Stockton City Council.

10.1 EVALUATION AND SELECTION PROCESS

The successful vendor will be selected in accordance with the City of Stockton's selection procedure for architectural and engineering services. Selection will be made based on qualifications and any other relevant considerations.

Evaluation

Proposal evaluation involves an assessment of both the quality and responsiveness of the proposals and the ability of the firm to fulfill the requirements of the RFP. The proposals will be evaluated to ensure that all material requirements of the RFP are met.

Any proposals that are not organized in the manner outlined under "Proposal Format" will be rejected prior to distribution to the evaluators.

Selection Process

The following selection process will occur:

1. Proposals will be reviewed by a selection committee made up of City staff.
2. The selection committee will review and evaluate proposals and may conduct interviews with qualified firms of interest.
3. The City is under no obligation to enter into a contract.
4. There will be no disclosure of contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded, all proposals will be open for public inspection, except for trade secrets and confidential information which the firm identifies as proprietary. Firms may submit "public copies" and redact all such

information.

5. All costs associated with proposal preparation, including any necessary travel, are the responsibility of the submitting firm. Submitted proposals shall remain the property of the City of Stockton. Any questions regarding this RFP shall be submitted to the Purchasing Division as outlined in the Inquiries section of this RFP.

10.2 SELECTION CRITERIA

Proposals will be evaluated through a comprehensive approach that balances the firm's demonstration of the below competency areas:

- **Quality of Proposal (10%) |** Completeness of proposal, adequately responded to all items outlined in the proposal format section and is easy to understand.
- **Overall Play Value (20%) |** Proposed equipment/design includes engaging features and high play value that will encourage physical activity and enhance motor skill development.
- **Safety & Accessibility (25%) |** Proposed design meets or exceeds standards for safe play and accessibility for children of all abilities.
- **Site Compatibility (10%) |** Design fits with the feel of the park and is appropriately scaled.
- **Design & Functionality (10%) |** Demonstrates an understanding of the project vision and of considerations of durability and ease of maintenance.
- **Cost Proposal (20%) |** Points will be weighted with regard to the cost most beneficial to the city.
- **Local Business Preference (5%) |** Local business preference applies as defined by Stockton Municipal Code 3.68.090. A maximum of 5 points will be given for companies with offices in Stockton and a maximum of 2 points will be given for companies with offices outside of Stockton, but within San Joaquin County.

Proposers should submit complete renderings of the playground, with a description of each.

10.3 PROPOSAL FORMAT

Respondents must supply the following information in the order listed below. Each section should be clearly labeled with numbered pages and correspond to the number and titles below. Failure to include all listed items, in the order outlined below with the associated headings, may result in a rejection of the proposal. Drawings and pricing pages will not count as part of the proposal's page count.

1. **Cover Letter** Provide a cover letter indicating your firm's philosophy, areas of concentration, and how the design of the project aligns with the firm's expertise. The letter must be brief and formal and provide information regarding the firm's

interest in and ability to perform the requirements of this RFP. The letter shall be signed by an individual who is authorized to enter into an agreement with the City of Stockton, including contact information.

2. **Firm Background** Provide number of years in business under present name and provide the name and address of each office and location including the office location where the majority of the work will actually be performed.

3. **Qualifications** Please respond to the below qualification items.
   a. Demonstrate the firm's qualifications and experience in the design of playgrounds and provide examples.
   b. Demonstrate an understanding of relevant codes and regulations applicable to projects of similar size, form, and function.
   c. Provide examples of how the firm has solicited public feedback for past projects and how the firm proposes to solicit feedback from local residents for this project.
   d. Provide examples of cost-control strategies and cost-sustainability strategies.

4. **Project Team** Please provide a detailed description of your assigned project team, including:
   a. Identify the project principal and project manager/primary contact. Demonstrate their experience and qualifications related to playground design, construction, and applicable professional registrations or certifications.
   b. Demonstrate the organization of the proposed design team and outline their respective roles and responsibilities.
   c. Describe any sub-consulting firms for this project; include their background, experience, and an outline of the services that they will perform. Be sure to include the name and years of experience of the installer.
   d. Show the percentage of the contract that will be subcontracted to DBE sub-consultant firms.

5. **References** Provide at least three (3) and no more than five (5) references of similar projects (besides projects at the City of Stockton) that your company provided services for. For each reference, please include the below information:
   a. Project name and location
   b. Name and address of client
   c. Contract start date and duration of project
   d. Type and size of contract

e. Photograph of completed project

f. Describe the firm's role in the project

6. **Ongoing & Completed Projects** Provide a list of ongoing and completed projects.
   a. Provide a list of similar projects completed by the project manager. Include the construction amount for each project and the current status of the project.
   b. Provide a statement that your firm and the assigned project manager have the capacity to complete the project in the required timeframe and according to the timeline set forth by the City of Stockton.

7. **Customer Experience** Describe your firm's philosophy on customer/client experience.
   a. Describe the on-site availability to the City in terms of communication, meetings, and fieldwork.
   b. Describe any proximity issues and how you will ensure that there are no disruptions to response times for critical matters pertaining to this project.
   c. Describe your customer experience philosophy after the project is complete.

8. **Project Approach** Provide your firm's approach to the development and completion of design.

9. **Anticipated Design Schedule** Provide design schedule including pertinent milestones to aid in the development of an overall project schedule.

10. **Drawings** Provide drawings or renderings of proposed designs.
    a. Proposals should include drawings of playground with fall zones indicated.
    b. Submissions should include 11" x 17" drawings (digital file is OK) of playground designs (without company name/logo that can be used to solicit public feedback.) Color scheme for drawings is listed under Design Criteria (see Section 4).

11. **Pricing** Provide an estimated project budget.
    a. Prices shall include the total cost of playground systems, including delivery to the park location in Stockton, California and installation of equipment. Prices shall apply through when ordering will be complete.
    b. Proposals should include detailed pricing of elements including but not limited to labor, equipment (benches, signage, play equipment), surfaces, etc.
    c. Each project shall be designed and configured so that it does not exceed a total

delivered and installed price, including safety surface of the above listed budgets.

10.4 PROPOSAL EVALUATION

The Contractor Selection process is anticipated to follow the timeline shown below.

Event	Date
Post Request for Proposals	December 19, 2024
Written Questions submitted by	January 9, 2025, at 4:00 p.m.
Response to Written Questions	January 16, 2025
Proposals Due	January 29, 2025, at 3 p.m.
Estimated City Council Approval	April 2025

Proposal Evaluation

The selection committee will evaluate all proposals. Ranking will be in accordance with the attached Evaluation Scoring Worksheet (See Attachment C). Cost will be a factor in the evaluation, but selection is predominantly qualifications based on qualifications and how well the Contractor fits within the City's objectives for playground design and installation.

Cost proposals will not be opened until after other categories have been evaluated. Local preference will also be a factor, so Stockton firms are encouraged to propose. Also, non-Stockton firms should make an effort to use Stockton contractors whenever possible. Points will be weighted based on the amount of work being performed by the local contractors and/or businesses.

Negotiations

City staff will begin negotiations with the highest ranked firm. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranked firm. The compensation discussed with one prospective Contractor will not be disclosed or discussed with another Contractor.

The selected contractor will be expected to enter into a Construction Contract with the City. Proposers should direct their attention to Attachment B, Instructions to Proposers for the most current insurance and indemnification language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in force until the Council approves the contract and the City manager signs it. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

10.5 CONTRACT COMPLETION SUBMISSIONS

A third party CPSI inspection report for each playground must be received by the City of Stockton prior to removing fencing at any playground site.

10.6 Certified Payroll

Monthly certified payroll reports must be filed with the California Department of Industrial Relations under the provided project number. An electronic copy of these certified payroll reports must also be received by the Contract Administrator in the Parks Division, as well as the designated compliance person in the Public Works Operations and Maintenance office.

ATTACHMENTS:
Attachment A – Playground Site
Attachment B – Instructions to Proposers
Attachment C – Evaluation Scoring Sheet

Exhibit B:
Insurance Requirements
(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, his agents, representatives, employees, or subcontractors.

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 **$1,000,000** 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.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions 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.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies (Professional & Pollution only)
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 cancelled 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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **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.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Performance Bond
2. Payment Bond
3. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to 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 circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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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.

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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)

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

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

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

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

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)

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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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, **ROSS RECREATION EQUIPMENT COMPANY, INC.**, 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 THREE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY EIGHT AND 75/100 DOLLARS ($387,868.75), 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:

MATTIE HARRELL PLAYGROUND REPLACEMENT
(PROJECT NO. WP24045)

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, **ROSS RECREATION EQUIPMENT COMPANY, 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 THREE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY EIGHT AND 75/100 DOLLARS ($387,868.75), 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:

MATTIE HARRELL PLAYGROUND REPLACEMENT
(PROJECT NO. WP24045)

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

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: _____
DEPUTY CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

File #: 25-0278, **Version:** 1

APPROVE MOTION TO AUTHORIZE THE WATER PIPELINE UPSIZING - PRIORITY 1 AND 2 PROJECTS

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Award a Professional Services Contract to West Yost Associates, Inc. of Davis, CA, in the amount of $994,984, for design of the Water Pipeline Upsizing - Priority 1 and 2, Project Nos. UH22006 and UH22007.

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 motion.

Summary

The Municipal Utilities Department (MUD) has conducted the 2020 Water Master Plan Study and the 2021 Water Master Plan Update for the City's potable water infrastructure. This study generates a prioritized list of replacement and/or rehabilitation projects for inclusion in the City's Capital Improvement Plan (CIP). Results of the Water Master Plan Study identified numerous waterline segments that need upsizing to 8" or 12" in order to meet domestic and fire flow demands.

Priority 1 projects are where the available fire flows are less than 50 percent of the required fire flow. Priority 2 projects are where the available fire flows are between 50 and 75 percent of the required fire flows. Approximately 16,950 linear feet of water lines have been identified as requiring upsizing. The projects were included in the 2021-26 Five-Year CIP. The projects will replace approximately 16,950 linear feet of under-sized water mains in various locations throughout the City (Attachment A).

On November 7, 2024, the City advertised a Request for Proposals (RFP) for design of the Water Pipeline Upsizing - Priority 1 and 2 projects. On December 11, 2024, two firms submitted proposals for this project. The Selection Committee evaluated the proposals and found West Yost Associates, Inc. of Davis, CA, to be the most qualified and highest ranked firm.

It is recommended that Council approve a motion authorizing the City Manager to execute a Professional Services Contract in the amount of $994,984 with West Yost Associates, Inc. It is anticipated that the design will be completed by September 2026. The projects will then be advertised for construction bids, with overall project completion anticipated by August 2027.

DISCUSSION

Background

The MUD has conducted the 2020 Water Master Plan Study and the 2021 Water Master Plan Update for the City's potable water infrastructure utilizing modeling techniques and the current and projected future land uses to establish where system deficiencies exist. This study generates a priority list of replacement and/or rehabilitation projects for inclusion in the City's CIP. Results of the Water Master Plan Study identified numerous waterline segments that need upsizing to 8" or 12" in order to meet domestic and fire flow demands.

Priority 1 projects are where the available fire flows are less than 50 percent of the required fire flow. Priority 2 projects are where the available fire flows are between 50 and 75 percent of the required fire flows. The projects were included in the 2021-26 Five-Year CIP.

Present Situation

On November 7, 2024, the City advertised an RFP for design services of the Water Pipeline Upsizing - Priority 1 and 2, Project Nos. UH22006 and UH22007. On December 11, 2024, two proposals were received from the following engineering firms:

- West Yost Associates, Inc. (Davis, CA)
- R.E.Y. Engineers, Inc. (Folsom, CA)

A Selection Committee comprised of Public Works and MUD staff evaluated and ranked all proposals based on each firm's understanding of work, experience with similar kinds of work, qualifications of the proposed team, project approach, cost, and local preference.

West Yost Associates, Inc. received the highest ranking, based on the noted criteria, and was determined to be the most qualified firm for this project. Staff negotiated a fee in the amount of $994,984 with West Yost Associates, Inc. for design services. This fee is approximately seven percent of the estimated construction cost, which is reasonable for a project of this size and complexity.

It is recommended that Council approve a motion authorizing the City Manager to execute a Professional Services Contract in the amount of $994,984 to West Yost Associates, Inc. for design services of the Water Pipeline Upsizing - Priority 1 and 2 projects (Attachment B). It is anticipated that the design will be completed by September 2026. The project will then be advertised for construction bids, with overall project completion anticipated in 2027.

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

1. The City does not have enough staffing available to design this project for bidding and construction in 2025.

2. The scope of the design services requires an engineering firm experienced in water pipeline rehabilitation technologies.

3. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of this criteria helps ensure selection of a vendor that will provide the highest quality professional service, which is in the public interest.

4. The City negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

FINANCIAL SUMMARY

There are sufficient funds available in the Water Pipeline Upsizing - Priority 1 and 2, Project Nos. UH22006 and UH22007, to award a Professional Services Contract in the amount of $994,984 to West Yost Associates, Inc. for the project.

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

Attachment A - Vicinity Map
Attachment B - Professional Services Contract with West Yost Associates, Inc.

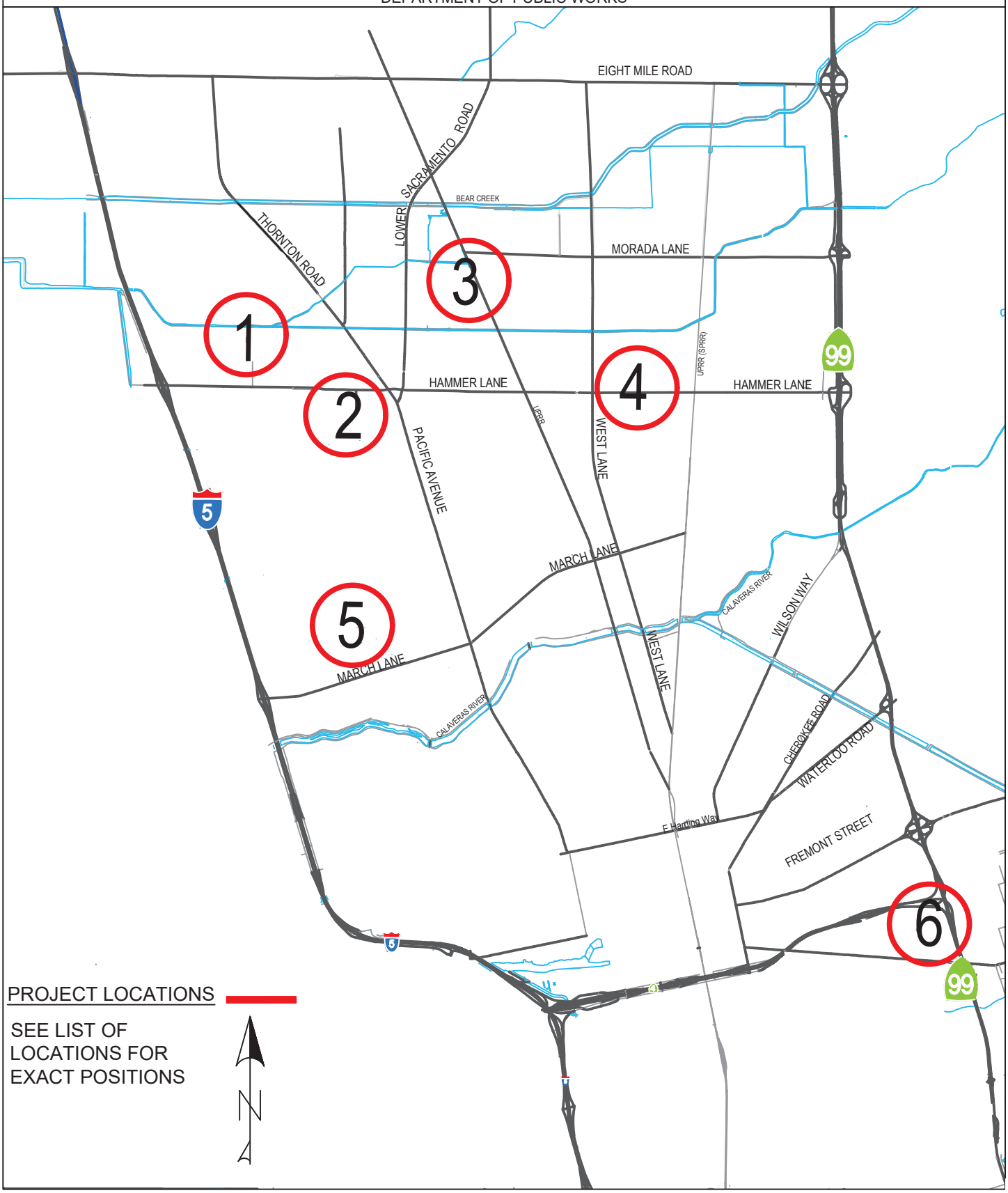
VICINITY MAP

ATTACHMENT A

WATER PIPELINE UPSIZING - PRIORITY 1 AND 2, PROJECT NOS. UH22006 AND UH22007

CITY OF STOCKTON

DEPARTMENT OF PUBLIC WORKS



LIST OF LOCATIONS

ATTACHMENT A

Map Number	Location	Proposed pipe size (Inch)	Length (ft)
1	Portola Ave	8	676
	Antoine Ct	8	506
	Don Avenue Condominium Rentals	8	1,111
2	Private Business Complex Behind Indian Delicacies Restaurant	8	407
	Alley Behind David's Pizza (Hammer Lane Location)	8	645
	Camellia Ln	8	724
	Coral Ln / Brentwood Dr	8	713
	Oakmont Dr / Coral Ln	8	469
	Larkspur Ln / Brentwood Dr	8	817
	Rivara Rd	8	288
	Cameron Way	8	328
3	Morada Ln	8	1,339
	Don Rafael Way	8	425
4	Chateau Dr and Dijon St	8	499
	Connecting Parking lot between Kathleen Dr and West Ln	8	407
5	Stratford Cir	8	1,367
	Blackoak Dr / Silver Creek Cir	8	1,132
	NSC Properties Apartment Building	12	499
	Delta Quail Apartments	12	1,078
	Private Residencies Lot on Venetian Dr and Bellini Way	8	383
	Gadwall Cir	8	2,821
6	S Garden Ave	6	300

PROFESSIONAL SERVICES CONTRACT
(for non-federal projects)

THIS CONTRACT is entered into this ___ day of _____2025, between the CITY OF STOCKTON, a municipal corporation ("City"), and **WEST YOST & ASSOCIATES, INC.** whose address is **2020 RESEARCH PARK DRIVE, SUITE 100, DAVIS, CA 95618** ("Consultant") for the **PIPELINE UPSIZING – PRIORITY 1 AND 2, PROJECT NO. UH22006 AND PROJECT NO. UH22007**, hereinafter referred to as "Project".

RECITALS

A. Consultant represents that it is licensed in the State of California and is qualified to provide the services proposed in the SCOPE OF WORK section of this Contract.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions in this Contract, City and Consultant agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in **EXHIBIT A**. Consultant shall provide said services at the time, place, and in the manner specified in **EXHIBIT A** and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

2. COMPENSATION. City shall pay Consultant for services outlined in **EXHIBIT A** according to the fee not to exceed the schedule detailed in **EXHIBIT B**, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed **$994,984** or as otherwise mutually agreed to in a Contract Amendment.

3. INSURANCE. During the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **EXHIBIT C** and shall otherwise comply with the other provisions of **EXHIBIT C**.

4. INDEMNITY AND HOLD HARMLESS. Pursuant to the full language of California Civil Code §2782, design Professional agrees to indemnify, including the cost

to defend, City of Stockton and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City of Stockton; and does not apply to any passive negligence of the City of Stockton unless caused at least in part by the Design Professional. The City of Stockton agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5. **SCHEDULE AND TERM.** Consultant shall perform the scope of work as described in **EXHIBIT A** according to the schedule detailed in **EXHIBIT B**, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on **JULY 30, 2029**, unless extended by mutual agreement through the issuance of a Contract Amendment.

A. Invoices submitted by Consultant to City must contain a brief description of work performed, time used, and include the City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

B. Upon completion of work and acceptance by City, Consultant 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 time limitation. City shall have no obligation or liability to pay any invoice for work performed which Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after work is accepted by City.

6. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with all applicable federal, State, and Municipal laws, rules, and ordinances. Consultant 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). https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964

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 D**). 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

D. PREVAILING WAGE RATES

Consultant 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. Consultant 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 Consultant and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm Consultant 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 Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant 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 Consultant, 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. PAYROLL RECORDS - The Consultant to whom the contract is awarded shall ensure 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 Consultant'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. APPRENTICESHIP STANDARDS - The Consultant 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. SANCTIONS

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

7. RIGHTS AND DUTIES OF CITY. City shall make available to Consultant all data and information in the possession of City which both parties deem necessary to complete the work, and City shall actively aid and assist Consultant in obtaining such information as may be deemed necessary from other agencies and individuals.

8. OBLIGATIONS OF CONSULTANT. Throughout the term of this Contract, Consultant represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the Consultant to practice its professions, and Consultant shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. Consultant shall meet with the Public Works Director or other personnel of City or third parties as necessary on all matters connected with the carrying out of Consultant's services. Such meetings shall be held at the request of either party hereto. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

9. OWNERSHIP OF WORK. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Contract shall become and remain the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Contract. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Contract and shall not be disclosed to anyone not connected with these services unless the City expressly provides prior written consent.

10. CONTRACT AMENDMENTS. 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 work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment 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 Amendment will not become effective until approved by the authorized City official.

11. TERMINATION. The City may terminate this Contract at any time by mailing a notice in writing to Consultant. The Contract shall then be deemed terminated and no further work shall be performed by Consultant. If the Contract is so terminated, the Consultant shall be paid for that percentage of work actually completed at the time the notice of termination is received.

12. CONSULTANT STATUS. In performing the obligations set forth in this Contract, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees, and are not agents of the City. 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 Consultant. The Consultant shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The Consultant is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

A. If in the performance of this Contract any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.

i. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

13. ASSIGNMENT. Consultant shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

14. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

15. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:	West Yost & Associates, Inc. 2020 Research Park Drive Suite 100 Davis, CA 95618	To City:	Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 Stockton, CA 95202

16. LICENSES, CERTIFICATIONS, AND PERMITS. Prior to the City's execution of this Contract and prior to the Consultant's engaging in any operation or

activity set forth in this Contract, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

17. RECORDS AND AUDITS. City reserves the right to periodically audit all charges made by Consultant to City for services under this Contract. Upon request, Consultant agrees to furnish City, or a designated representative, with necessary information and assistance.

Consultant agrees that City or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. Consultant 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 purposes of determining compliance with this Contract. Consultant agrees to maintain such records for a period of three years from the date that final payment is made.

18. CONFIDENTIALITY. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

19. CONFLICTS OF INTEREST. Consultant covenants that other than this Contract, Consultant has no financial interest with any official, employee, or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Contract. If such an interest arises, Consultant will immediately notify City.

20. WAIVER. In the event either City or Consultant at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

21. GOVERNING LAW. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

22. NO PERSONAL LIABILITY. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount due Consultant.

23. INTEGRATION AND MODIFICATION. The response by Consultant to the Request for Proposals and the Request for Proposals on file with the City Clerk are hereby

incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals. This Contract represents the entire integrated agreement between Consultant 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 Consultant and City. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. 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.

25. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. 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 and year first hereinabove written.

CITY OF STOCKTON

By:_____
STEVE COLANGELO
INTERIM CITY MANAGER

ATTEST:

BY:_____
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

APPROVED AS TO FORM:

BY:_____
DEPUTY CITY ATTORNEY

WEST YOST & ASSOCIATES, INC.

By: Elizabeth Drayer
Signature

Elizabeth T. Drayer
Print Name

Title: Vice President

SCOPE OF WORK

Task 1. Project Management

1.1 PROJECT MANAGEMENT

West Yost will monitor progress of individual tasks and coordinate completion of work products, monitor task budgets, and project schedule. West Yost will provide monthly invoicing with progress reports.

West Yost will prepare and provide a comprehensive schedule to reflect the time frame for each task of the proposed scope of work utilizing Microsoft Project. The project schedule will show a base line, the tasks, duration, milestones, assignments, critical paths, and other relevant data (including all city procedural steps and an estimated construction schedule).

1.2 MEETINGS

West Yost will attend the project kick-off meeting and up to three additional design progress meetings following each design deliverable (phone conference). Meeting agendas and notes will be provided.

1.3 QA/QC

West Yost will perform internal Quality Assurance and Quality Control reviews of all design submittals.

Task 1 Deliverables:

- Monthly invoices with brief progress reports
- Meeting agendas and notes
- Microsoft Project schedule, updated as necessary

Task 2. Preliminary Design

2.1 BACKGROUND RESEARCH AND UTILITY COORDINATION

West Yost will review existing information as described below:

- Review existing topographic mapping, right-of-way maps, “as-built” plans, record maps, surveys, assessor maps, improvement plans, and conduct field reconnaissance of the project limits.
- Following City review, send utility request letters (Utility Letter “A”) to all known utility companies to identify conflicts and coordinate with all utilities. Copies of utility correspondence will be provided for City files.
- All utilities will be plotted from maps provided by the utility companies and verified by West Yost staff by visual surface inspection.
- Review existing City maintenance records.

2.2 PUBLIC OUTREACH

West Yost will prepare all public notices and right-of-entry letters to be signed by private property owners, as required, to access private property during field reconnaissance and construction. West Yost will develop customized exhibits to portray the work to be done on private property. Coordination and/or meetings with the private property owners is excluded. Additional optional services may be provided if authorized, such as attendance at public meetings, or preparation of additional outreach materials.

2.3 SURVEY

West Yost will work with our survey subconsultant, Siegfried Engineering, to obtain topographic survey within the Project areas. Surveyor will also perform boundary survey on properties where the water line is located on private property.

Preliminary Title Reports will be prepared for the 10 parcels where the water pipelines are believed to be located on private property and determine if any easements exist. Recommendations will be made for any additional easements that may need to be acquired to perform the pipeline replacement work. Surveyor will conduct record research necessary to determine existing monumentation locations within the project area and found monuments will be located. West Yost will identify, list, tie out survey monuments, and show existing survey monuments and easements on the construction plans.

Surveyor will file all pre-construction Corner Records or Records of Survey with San Joaquin County and submit a copy to the City. The Corner Records or Record of Survey will show monuments within the area of construction reasonably subject to removal or disturbance not shown on a recent record document.

2.4 PRELIMINARY DESIGN REPORT

The purpose of the Preliminary Design Report (Report) is to illustrate the recommended alignment(s) of new waterlines and the advantages/disadvantages to alternate alignments, if any, such as separation from other utilities, water and non-potable pipeline separation requirements, traffic control requirements, and pavement replacement. The Report will include costs for the pipeline replacements and any alternate alignments. Costs will include all engineering, design, construction, and permit acquisition. West Yost will conclude with a decision matrix and a preferred final recommendation based on the following items:

- Costs for recommended replacement alternatives.
- Permit requirements.
- Impacts to residential neighbors and businesses.
- Minimal service disruptions.

Review comments generated by the City will be itemized and responded to in a comment matrix. The comment matrix will be attached as an appendix to the Final Report.

2.5 30% PLANS

West Yost will prepare one set of preliminary plan and profile design drawings. Drawings will incorporate survey basemap, utility mapping, and include 30% design in plan view only. 30% plans will be attached to the Preliminary Design Report.

Task 2 Assumptions:

- One field investigation will be conducted for design.
- Preparation of up to 10 right-of-entry letters and exhibits.
- Coordination and/or meetings with private property owners is excluded.
- Level of effort for public outreach assumes up to 37 hours of effort.
- Limited boundary survey will be provided where pipeline is on private property only.
- West Yost's surveyor will provide their own minor traffic control, but work will not require lane closure traffic control or site-specific traffic control plans.
- Design includes one set of construction documents covering all Priority 1 & 2 pipeline replacements.
- Figures and/or plan sheets included with the Report will be prepared at a 30% design level.

Task 2 Deliverables:

- West Yost will provide copies of all utility correspondence and coordination meeting minutes, if applicable.
- Up to 10 public notices and right-of-entry forms with exhibits.
- Up to 10 Preliminary Title Reports in electronic (PDF) format.
- Two (2) hard-copies and one (1) electronic (PDF) format of Draft and Final Report.
- Signed quality control checklist provided with the Draft and Final Report.
- Review comments from the City with written responses itemized and attached to the Final Report.

Task 3. Final Design

3.1 PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

West Yost will prepare one complete PS&E package including design drawings, traffic control plans, bypassing schematics, specifications, and an engineer's estimate in accordance with City Standards and CA MUTCD, as appropriate.

Base maps showing existing information to facilitate the design of all the necessary improvements will be based on the City's latest benchmark information. The base map limits will be sufficient to cover all necessary improvements.

West Yost will identify impacts to residents and businesses such as service interruptions, property encroachments, access restrictions, potential damage and restoration, etc. and present mitigation measures on the design improvement plans.

West Yost will prepare a PS&E design package at the 50% and 90% design phases for the City to review and comment. At each design stage West Yost will review comments, incorporate changes into the following PS&E design package, and provide a matrix for comment responses. A 100% PS&E package will be provided to the City for a backcheck prior to preparing final stamped and signed PS&E and printing.

3.2 UTILITY COORDINATION

In coordination with the City, West Yost will develop letters (Utility Letter "B") to the affected utility owners and send them the 50% design phase. Two sets of half-sized plans will be provided to each utility owners as an attachment to the letter.

The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utilities are proposed in the area that may require accommodation through the improved area. A copy of the utility data obtained from utility owners will be provided to the City.

Following the 90% design phase, West Yost will develop letters (Utility Letter "C") to the affected utility owners. Two sets of half-sized plans will be provided to each utility owner as an attachment to the letter. The letter will indicate to the utility owners whether any changes have been made to the project plans since the Utility Letter "B" and will request written confirmation of utility relocations and utility relocation schedule. A copy of the utility data obtained from utility owners will be provided to the City. West Yost will meet with utility companies throughout Final Design to identify conflicts and perform utility relocations, as necessary.

3.3 UTILITY LOCATING

West Yost will work with our utility locating subconsultant, 2M General Engineering, to locate potential utility conflicts using ground penetrating radar. 2M has budgeted 13 days for utility locating services and will generate a report documenting the utility locating technology used in the field, the utilities located on site, and project photos showing the utility markings. Following utility locating services, the surveyor will perform additional survey to collect utility location data. This data will be reflected on the basemap shown on the improvement plans and used to prioritize and refine the recommendations for utility potholing during design.

3.4 POTHOLING

West Yost will work with our potholing subconsultant, 2M General Engineering, to perform up to three (3) days of utility potholing services. West Yost will be present on site to observe and document the utility findings. 2M will provide water for potholing equipment and backfill and fully restore pavement at pothole locations. Following completion of the work, a pothole report will be prepared to document the utilities located, the depth, pipe material, and pothole photos. The data will be incorporated into the basemap shown on the improvement plans and accounted for during design of the pipeline replacement.

3.5 EASEMENTS

West Yost will work with our survey subconsultant, Siegfried Engineering, to prepare up to seven (7) plat and legal descriptions for permanent or temporary easements required to construct the project. West Yost will coordinate with the City to approve the extent of any required easements. City staff will perform all easement acquisition activities.

3.6 ENVIRONMENTAL DOCUMENTATION

West Yost anticipates that the Project will fall under a Categorical Exemption for CEQA documentation. We understand that Utility Master Plan Supplements, including the Water Master Plan Update dated January 2021, are considered a supplement to the City's Envision Stockton 2040 General Plan Update, which had an Environmental Impact Report prepared pursuant to the provisions of CEQA. The City will issue, as applicable, a statement of Categorical Exemption and file with the appropriate lead agency and/or County. West Yost will review and incorporate the mitigation measures proposed in the Environmental Impact Report into the PS&E contract documents.

3.7 PERMITTING

This task includes permitting with affected agencies and utilities along the alignment. This project will require work within San Joaquin County. West Yost will coordinate with the County and prepare the necessary permit application for the pipeline replacement work and assist the City with negotiations relative to permit conditions, if required. West Yost will prepare exhibits and meet with the County as necessary. The City will sign and submit applications and pay any associated fees.

Written approval from the State Water Resources Control Board (SWRCB) is required for alternatives to the California Waterworks Standards for separation of water mains and non-potable pipelines. Should a variance from the required separation standards be necessary, West Yost will coordinate with the SWRCB Division of Drinking Water and prepare a written request.

Task 3 Assumptions:

- Design includes one set of construction documents covering all Priority 1 & 2 pipeline replacements.
- For the pipeline design, up to 35 plan and profile sheets and details drawings will be provided.
- Up to 5 traffic control plans will be prepared following the typical applications in the CA MUTCD.
- Up to 25 hours of effort for Task 3 utility coordination.
- Up to 13 days of utility locating.
- Up to 3 days of potholing activities, including engineering field observation, traffic control, and full pavement restoration.
- West Yost's utility locating and potholing consultant will provide their own minor traffic control, but work will not require lane closure traffic control or site-specific traffic control plans.
- Project work will be categorically exempt for CEQA documentation. Statement of Categorical Exemption will be prepared and filed by the City.
- Incorporation of the mitigation measures proposed in the EIR will require minimal effort.
- Level of effort for permitting assumes up to 55 hours of effort including meetings, as necessary, with permitting authorities.
- A Caltrans encroachment permit will not be necessary for the replacement along Garden Avenue.
- Permit fees will be paid by the City.

Task 3 Deliverables:

- One (1) electronic (PDF) format of the PS&E design package at the 50%, 90%, and 100% design phases.
- Signed quality control checklist provided with all PS&E design package deliverables.
- Electronic format of the stamped and signed 24"x36" final plans (PDF) as well as printed on Mylar.
- Electronic format of the stamped and signed final specifications (Word and PDF).
- Electronic format of the stamped and signed final cost estimate (Excel and PDF).
- Drawing files in AutoCAD and PDF format.
- West Yost will provide copies of all utility correspondence and coordination meeting minutes, if applicable.
- Utility Locating Report.
- Pothole Report.
- Up to 7 draft plat and legal descriptions for City review. Stamped and signed final plat and legal descriptions will incorporate any draft comments.
- Permit applications for City signature.
- SWRCB separation standards variance request letter, as necessary.

Task 4. Engineering Services During Construction

4.1 BID SUPPORT SERVICES

West Yost will be available and able to respond to questions concerning the PS&E prior to bid opening and prepare contract addendum. West Yost will also provide supplemental project drawings as needed.

4.2 PRECONSTRUCTION MEETING

West Yost will attend one preconstruction meeting. The preconstruction meeting will be led by the City or their designated Construction Manager.

4.3 SUBMITTALS AND RFIS

West Yost will review shop drawings, submittals and RFIs, and prepare clarification sketches, if required.

4.4 FIELD OBSERVATIONS

In addition to the preconstruction meeting, West Yost will attend up to three meetings on site to perform field observations as requested by the City during the construction period.

4.5 RECORD DRAWINGS

After completion of the construction, West Yost will incorporate the red lines (provided by contractor) into one complete set of record drawings in AutoCAD. Changes will be reflected either on the Final PS&E mylar plans by hand, or a new set of record drawings will be printed on mylar.

Task 4 Assumptions:

- Task 4 scope and fee assumes one construction contract.
- West Yost will prepare up to one (1) bid addendum, if necessary.
- West Yost will review up to 20 original submittals, up to four re-submittals, and up to four RFIs.
- West Yost will attend up to three meetings on site during construction.
- Construction administration and inspection services will be provided by others.

Task 4 Deliverables:

- Written summaries of discussions with bidders.
- Electronic copy of addendum.
- Responses to submittals, as required.
- Responses to RFIs and clarifications, as required.
- One set of 24”x36” Record Drawings on Mylar.
- Electronic files containing Record Drawings in AutoCAD and PDF format.

West Yost Associates **PROJECT: Stockton Water Pipeline Upsizing - Priority 1 & 2: UH22006 and UH22007**	P $380 Jeff	PE/PS/PG II $345 Robert	SE/SS/SG I $292 Lindsey	PE/PS/PG II $345 Kelly	SE/SS/SG I $292 Sandrine	ESG II $219 Zubaidah	ESG I $189 Aaron	CAD II $198 Olga	TS II $228 Max	ADM IV $171 Christine	P $380	Labor Hours	Labor Fee	SIG	2ME	Costs Sub. w/ markup 10%	Costs Other Direct	Costs Total Costs
Task 1	***Project Management***																	
1.1 Project Management	16		102	32	32							182	$ 56,248					$ 56,248
1.2 Meetings			25	25	25					6		81	$ 24,251				$ 400	$ 24,651
1.3 QA/QC											48	48	$ 18,240					$ 18,240
Subtotal, Task 1 (hours)	**16**	**0**	**127**	**57**	**57**	**0**	**0**	**0**	**0**	**6**	**48**	**311**						
Subtotal, Task 1 ($)	**$ 6,080**		**$ 37,084**	**$ 19,665**	**$ 16,644**					**$ 1,026**	**$ 18,240**		**$ 98,739**				**$ 400**	**$ 99,139**
Task 2	***Preliminary Design***																	
2.1 Background Research and Utility Coordiantion		4	8	13	13	13	13	17		2		83	$ 21,009				$ 100	$ 21,109
2.2 Public Outreach			2	3	3	2	2	23				35	$ 7,865					$ 7,865
2.3 Survey			4			2	2					8	$ 1,984	$ 82,635		$ 90,899		$ 92,883
2.4 Preliminary Design Report		4	16	17	17	9	9	12		4		88	$ 23,613				$ 300	$ 23,913
2.5 30% Plans		18	90	90	90	80	80	180				628	$ 158,100				$ 100	$ 158,200
Subtotal, Task 2 (hours)	**0**	**26**	**120**	**123**	**123**	**106**	**106**	**232**	**0**	**6**	**0**	**842**						
Subtotal, Task 2 ($)		**$ 8,970**	**$ 35,040**	**$ 42,435**	**$ 35,916**	**$ 23,214**	**$ 20,034**	**$ 45,936**		**$ 1,026**			**$ 212,571**	**$ 82,635**		**$ 90,899**	**$ 500**	**$ 303,970**
Task 3	***Final Design***																	
3.1 Plans, Sepcifications, and Estimates (PS&E)		40	208	233	233	180	180	360	21			1455	$ 372,465				$ 1,200	$ 373,665
3.2 Utility Coordination			5	4	4	4	4			4		25	$ 6,324				$ 200	$ 6,524
3.3 Utility Locating			5	3	3							11	$ 3,371		$ 36,400	$ 40,040		$ 43,411
3.4 Potholing			2	5	5		30					42	$ 9,439		$ 49,000	$ 53,900	$ 300	$ 63,639
3.5 Easements			8			2	2					12	$ 3,152	$ 12,717		$ 13,989		$ 17,141
3.6 Environmental Documentation				2	2							4	$ 1,274					$ 1,274
3.7 Permitting			7	10	10	14	14					55	$ 14,126				$ 200	$ 14,326
Subtotal, Task 3 (hours)	**0**	**40**	**235**	**257**	**257**	**200**	**230**	**360**	**21**	**4**	**0**	**1604**						
Subtotal, Task 3 ($)		**$ 13,800**	**$ 68,620**	**$ 88,665**	**$ 75,044**	**$ 43,800**	**$ 43,470**	**$ 71,280**	**$ 4,788**	**$ 684**			**$ 410,151**	**$ 12,717**	**$ 85,400**	**$ 107,929**	**$ 1,900**	**$ 519,980**
Task 4	***Engineering Services During Construction***																	
4.1 Bid Support Services		2	12	5	5			8	4			36	$ 9,875					$ 9,875
4.2 Preconstruction Meeting			2	6								8	$ 2,654				$ 100	$ 2,754
4.3 Submittals and RFIs		8	20	34	34	16	16					128	$ 36,786					$ 36,786
4.4 Field Observations				7		6	6					19	$ 4,863				$ 100	$ 4,963
4.5 Record Drawings			4	6	6			48	8			72	$ 16,318				$ 1,200	$ 17,518
Subtotal, Task 4 (hours)	**0**	**10**	**38**	**58**	**45**	**22**	**22**	**56**	**12**	**0**	**0**	**263**						
Subtotal, Task 4 ($)		**$ 3,450**	**$ 11,096**	**$ 20,010**	**$ 13,140**	**$ 4,818**	**$ 4,158**	**$ 11,088**	**$ 2,736**				**$ 70,496**				**$ 1,400**	**$ 71,896**
TOTAL (hours)	**16**	**76**	**520**	**495**	**482**	**328**	**358**	**648**	**33**	**16**	**48**	**3,020**						
TOTAL ($)	**$ 6,080**	**$ 26,220**	**$ 151,840**	**$ 170,775**	**$ 140,744**	**$ 71,832**	**$ 67,662**	**$ 128,304**	**$ 7,524**	**$ 2,736**	**$ 18,240**		**$ 791,957**	**$ 95,352**	**$ 85,400**	**$ 198,827**	**$ 4,200**	**$ 994,984**

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$373
Engineer/Scientist/Geologist Manager I / II	$352 / $369
Principal Engineer/Scientist/Geologist I / II	$317 / $338
Senior Engineer/Scientist/Geologist I / II	$286 / $300
Associate Engineer/Scientist/Geologist I / II	$237 / $255
Engineer/Scientist/Geologist I / II	$185 / $215
Engineering Aide	$111
Field Monitoring Services	$138
Administrative I / II / III / IV	$102 / $127 / $152 / $168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$366 / $369
Principal Tech Specialist I / II	$336 / $348
Senior Tech Specialist I / II	$308 / $321
Senior GIS Analyst	$278
GIS Analyst	$264
Technical Specialist I / II / III / IV	$196 / $224 / $251 / $280
Technical Analyst I / II	$141 / $168
Technical Analyst Intern	$113
Cross-Connection Control Specialist I / II / III / IV	$147 / $159 / $179 / $198
CAD Manager	$222
CAD Designer I / II	$172 / $194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$355
Construction Manager I / II / III / IV	$211 / $226 / $239 / $303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$190 / $211 / $235 / $244
Apprentice Inspector	$172
CM Administrative I / II	$91 / $124
Field Services	$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

*This schedule is updated annually.

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$1.02 / mile
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Skydio 2+ Drone (2 hour mimimum)	$100 / hour
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Communications Cable	$10 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Turbidity Meter (2100Q Portable)	$35 / day
Vehicle (Construction Management)	$10 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

*This schedule is updated annually.

Insurance Requirements

(Pipeline Upsizing – Priority 1 and 2, Project No. UH22006 and UH22007)

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office 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 Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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:	Directive No. HR-15	Page No. 3 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 4 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 5 of 14
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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

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.

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

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 7 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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

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.

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

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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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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File #: 25-0551, **Version:** 1

ADOPT RESOLUTION TO AUTHORIZE THE SOUTH TUXEDO AVENUE SEWER TRUNK REHABILITATION PROJECT

RECOMMENDATION

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

1. Approve Notice of Exemption No. NOE17-23 under the California Environmental Quality Act for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

2. Approve the plans and specifications for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

3. Award a Construction Contract in the amount of $991,570 to Insituform Technologies, LLC of Chesterfield, MO, for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

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

The Municipal Utilities Department (MUD) has implemented a Condition Assessment Program for the City's sewer infrastructure comprised of Closed-Circuit Televised Video (CCTV) inspection, pipe cleaning, and engineering evaluation. This program generates a prioritized list of sewer replacement and/or rehabilitation projects for inclusion in the City's Capital Improvement Plan (CIP). A 16-inch diameter sewer trunk line along South Tuxedo Avenue was identified for rehabilitation. The project will rehabilitate a 16-inch diameter sewer trunk line along South Tuxedo Avenue from Orange Street to Kensington Way (Attachment A). The project was included in the 2022-27 Five-Year CIP.

On April 24, 2025, the City received two bids for this project. It is recommended that Council award a Construction Contract to the lowest responsible bidder, Insituform Technologies, LLC, in the amount of $991,570. It is also recommended that Council adopt a resolution approving Notice of Exemption No. NOE17-23 under the California Environmental Quality Act (CEQA) and approving the plans and specifications for the project. Construction is anticipated to be completed by December 2025.

DISCUSSION

Background

MUD has implemented a Condition Assessment Program for the City's sewer infrastructure

comprised of CCTV inspection, pipe cleaning, and engineering evaluation. This program generates a prioritized list of sewer replacement and/or rehabilitation projects for inclusion in the City's CIP. A 16-inch diameter sewer trunk line along South Tuxedo Avenue was identified for rehabilitation. The project will rehabilitate a 16-inch diameter sewer trunk line along South Tuxedo Avenue from Orange Street to Kensington Way (Attachment A). The project was included in the 2022-27 Five-Year CIP.

On July 11, 2023, by Motion No. 2023-07-11-1211, Council approved a Professional Services Contract for design services in the amount of $150,384.

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. On August 20, 2024, by Motion No. 2024-08-20-1203, Council extended the CWTA term to August 25, 2029. The CWTA was applied to this project as the estimated construction cost is over $1 million.

Present Situation

On March 19, 2025, the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007, was advertised for bids. On April 24, 2025, two bids were received with the following results:

COMPANY NAME	BID AMOUNT
Insituform Technologies, LLC (Chesterfield, MO)	$ 991,570
SAK Construction, LLC (O'Fallon, MO)	$1,292,080
Engineer's Estimate	$1,650,100

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. The Local Employment Ordinance, SMC section 3.68.095, also applies to this contract.

The bid from Insituform Technologies, LLC, the lowest responsible bidder, is regular in all respects and has the proper license to perform the work. It is recommended that Council approve the plans and specifications, and award a Construction Contract to Insituform Technologies, LLC of Chesterfield, MO, in the amount of $991,570, for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

The project is in conformance with the City's General Plan, pursuant to California Government Code, section 65402, and is statutory exempt from the requirements of CEQA as specified under Section 15301(d) of the CEQA Guidelines. 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 filing of Notice of Exemption No. NOE17-23 under CEQA.

Construction is anticipated to be completed by December 2025.

FINANCIAL SUMMARY

Sufficient funds are available in the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007, to award a Construction Contract to Insituform Technologies, LLC in the amount of $991,570.

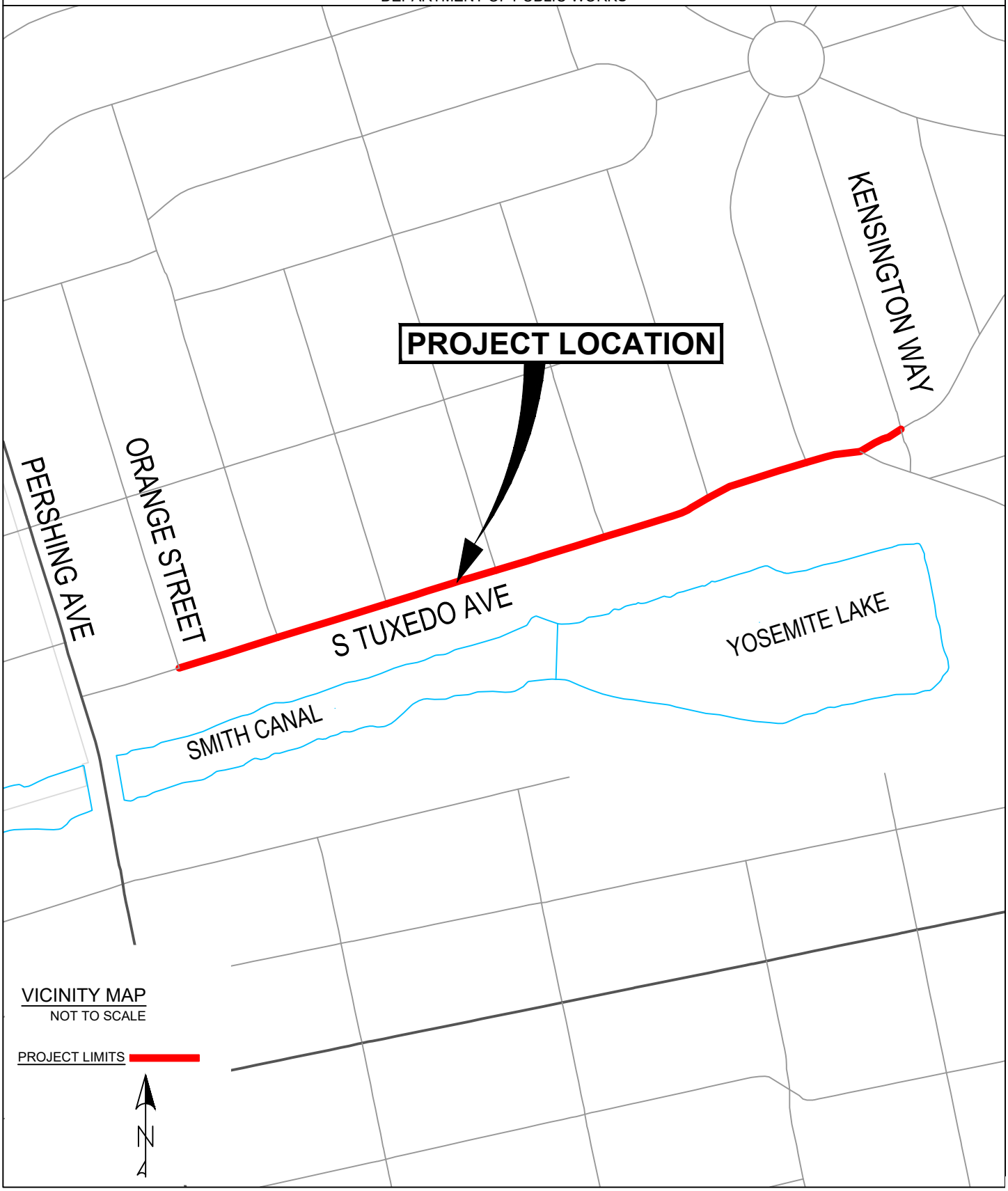
There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

SOUTH TUXEDO AVE. SANITARY SEWER TRUNK REHABILITATION (PROJECT NO. UW23007)

CITY OF STOCKTON

DEPARTMENT OF PUBLIC WORKS



Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE NOTICE OF EXEMPTION NO. NOE17-23, APPROVING THE PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE SOUTH TUXEDO AVENUE SEWER TRUNK REHABILITATION, PROJECT NO. UW23007

On April 24, 2025, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed proposals or bids offered for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007; and

The Municipal Utilities Department has implemented a Condition Assessment Program for the City's sewer infrastructure. This program generates a prioritized list of sewer replacement and/or rehabilitation projects for inclusion in the City's Capital Improvement Plan; and

The project will rehabilitate a 16-inch diameter sewer trunk line along South Tuxedo Avenue from Orange Street to Kensington Way; and

Insituform Technologies, LLC is the lowest responsible bidder in the amount of $991,570 and its bid is regular in all respects; and

The project is in conformance with the City's General Plan, pursuant to California Government Code, section 65402, and is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under section 15301(d) 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. NOE17-23 under the CEQA for the South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007, 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 South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007.

3. The City Council awards a Construction Contract between the City of Stockton and Insituform Technologies, LLC, in the amount of $991,570, 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
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: South Tuxedo Avenue Sewer Trunk Rehabilitation, Project No. UW23007
CEQA Exemption File No.: NOE 17-23
Applicant: City of Stockton Public Works Department
Project Description/Location: The City of Stockton's Public Works Department will be rehabilitating approximately 1,900 linear feet of an existing 16" diameter Vitrified Clay Pipe (VCP) sewer trunk line along South Tuxedo Avenue between Kensington Way and Orange Street, using cured-in-place pipe rehabilitation method. Work also includes temporary bypassing, CCTV, reconnection of service laterals, traffic control, and removal and replacement of new maintenance holes. See attachment A for more information.

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 Section15061(B)(3).
__X__ The project is "Statutorily Exempt" per CEQA Guidelines Section: 15301(d).
___ The project is "Categorically Exempt" per CEQA Guidelines Section 15332.

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

May 2, 2023
(DATE OF PREPARATION)

By JOSHUA SANDOVAL
Joshua J. Sandoval, Junior Engineer

(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 **INSITUFORM TECHNOLOGIES, LLC.**, a Limited Liability Company, with a business address at **580 GODDARD AVENUE, CHESTERFIELD, MO 63005**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **SOUTH TUXEDO AVENUE SEWER TRUNK REHABILITATION, PROJECT NO. UW23007**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. 2025-___-___-_____**, on _____; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by **Council Resolution No. 2025-___-___-_____**, 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. 2025-___-___-_____**. 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 **$991,570.00**, 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. 2016-09-27-1213, 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 fully 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 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. To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

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 80 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 **FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($4,500.00)** 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 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.

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 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. 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 ensure 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.

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**).

g. SANCTIONS

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

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.

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:
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

By:_____

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
ASSISTANT CITY ATTORNEY

CITY:

By:_____
STEVE COLANGELO
INTERIM CITY MANAGER

By: Whittney Schulte
INSITUFORM TECHNOLOGIES, LLC
Whittney Schulte, Contracting & Attesting Officer
13-3032158
Tax Identification No.

SOUTH TUXEDO AVENUE SEWER TRUNK REHABILITATION
PROJECT NO. UW23007

BIDDING 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. If the City awards the contract, the award is made to the lowest responsible bidder.

Item	Description	Unit	Quantity	Unit price	Total Price
1	Mobilization and Demobilization	LS	1	$ 70,000.00	$ 70,000.00
2	Traffic Control	LS	1	$ 139,117.00	$ 139,117.00
3	Sheeting, Shoring, and Bracing	LS	1	$ 28,595.00	$ 28,595.00
4	Cured-in-Place Rehabilitation of 16-inch Sewer Pipe	LF	1886	$ 181.00	$ 341,366.00
5	Rehabilitation of Existing Maintenance Hole	EA	5	$ 9495.00	$ 47,475.00
6	Removal and Replacement of Existing Maintenance Hole	EA	3	$ 43,374.00	$ 130,122.00
7	Reconstruction of Existing Lateral to be Outside Drop	EA	1	$ 6319.00	$ 6319.00
8	Pre- and Post- Cleaning and CCTV of Pipeline	LF	1886	$ 20.00	$ 37,720.00
9	Temporary Sewer Bypass Pumping	LS	1	$ 135,375.00	$ 135,375.00
10	Pavement Restoration	LS	1	$ 47,705.00	$ 47,705.00
11	Stormwater Handling and Erosion Control	LS	1	$ 2776.00	$ 2776.00
12	Site Restoration	LS	1	$ 5000.00	$ 5000.00

TOTAL BID $ 991,570.00

BIDDER'S NAME Insituform Technologies, LLC

SOUTH TUXEDO AVENUE SEWER TRUNK REHABILITATION, PROJECT NO. UW23007

Insurance Requirements

(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, his agents, representatives, employees, or subcontractors.

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. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **$2,000,000** per occurrence or claim, and **$2,000,000** policy aggregate.

5. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

6. Surety Bonds as described below.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions 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.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City of Stockton as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City of Stockton, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Stockton's site.

Claims Made Policies (Professional & Pollution only)

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 cancelled 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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance

coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **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.

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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to 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 circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. **HR-15**	Page No. **1 of 14**
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

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

Subject:	Directive No. HR-15	Page No. 2 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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:	Directive No. HR-15	Page No. 3 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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)

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

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.

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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CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. **HR-15**	Page No. **7 of 14**
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

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

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

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.

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

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

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

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)

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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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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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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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.

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.

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.

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:

(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 Contactor(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

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.

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

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

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.

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

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.

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.

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 APPRENCTICE 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

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

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

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

Name: KURT O. WILSON
Title: CITY MANAGER

Date: 8/24/16

ATTEST:

By:
BONNIE PAIGE, CITY CLERK

APPROVED AS TO FROM

By:
JOHN M. LUEBBERKE
CITY ATTORNEY

APPROVED AS TO FORM

By:
DANIEL CARDOZO

Title: ATTORNEY FOR SAN JOAQUIN BTC

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

Name: Sam Kharufeh
Title: Secretary/Treasurer

Date: 8/24/16

3238-017jj

UNIONS

Electrical Workers # 595.

Sheet Metal Workers # 104

BAC #3

Boilermakers # 549

Cement Masons # 400

District Council # 16

Heat & Frost Insulators & Asbestos # 16

Iron Workers #378

Underground Utility/Landscape #355

Sign & Display # 510

Operating Engineers # 3

Northern California Carpenters Regional Council on behalf of itself and its affiliated local Unions

Plasterers and Cement Masons # 300

Plumbers and Pipefitters # 442

ON BEHALF OF BUSINESS MANAGER SHAWN SAVOIE, BUSINESS AGENT

Road Sprinkler Fitters # 669

Roofers and Water proofers # 81

Iron Workers #118

Laborers #73

Teamsters #439

File #: 25-0674, **Version:** 1

COMMUNITY WELL-BEING PROJECT UPDATES: MOBILE COMMUNITY RESPONSE TEAM, OPIOID SETTLEMENT AGREEMENTS, AND CARE SOLACE COORDINATION HUB SERVICES

RECOMMENDATION

Informational only; no action to be taken.

Summary

Informational updates will be presented by Community Medical Centers on these projects:

1. Care Link Mobile Community Response Team (MCRT) pilot project, funded by the American Rescue Plan Act (ARPA).

2. CMC Respite Center / Opioid Settlement Agreements (OSA) project, funded through the National Opioid Settlements.

An informational update will be presented by Care Solace on this project:

3. Care Solace Behavioral and Mental Health Care Coordination Services, funded through the National Opioid Settlements.

COMMUNITY WELL-BEING PROJECT UPDATES

City Council Meeting
July 15, 2025
Agenda Item #15.1

Stockton, CA

stocktonca.gov/gethelp

New Chrome available

Related Links

- City Manager's Review Board
- Office Of Performance & Data Analytics
- Office Of Violence Prevention
- Environment & Sustainability
- American Rescue Plan Act
- Mental Health Assistance
- Measure N - Binding Arbitration
- Measure M - Public Information Office
- Measure A
- Strong Communities
- Measure W
- City Manager's Staff Directory
- Stockton GovTV

CHARLEMOS

SHARE

Mental Health Assistance

Print this page

Finding Mental Health Care and Services

Finding mental health care can add stress to an already stressful situation. That is why the City of Stockton has partnered with Care Solace, a new central hub of care for all of your mental health needs. With a network of over 660,000 licensed mental health providers and substance use treatment services, Care Solace will help you find the right help at the right time, regardless of insurance coverage. No matter what you are experiencing, there is hope and help.

Care Solace's coordination services are free, confidential, and accessible:

- Call 888-515-7881 at any time. Support is available in 200+ languages.
- Visit www.caresolace.com/ca-Stockton
  - Search anonymously, and
  - Answer a few quick screening questions.

Funding for this program made possible under the Opioid Settlement Agreement.

Mobile Community Response Team

In partnership with the City of Stockton, Community Medical Centers offers an alternative to 9-1-1 for Stockton community members in need of behavioral health services, Mobile Community Response Team.

- If you or someone you know is experiencing mental distress, please call 833-311-2273, 7 days a week, 8:00 am to 11:00 pm.
  - This helpline is for non-violent individuals with mild to moderate symptoms.

Funding for this program made possible through the American Rescue Plan Act.
Last Update : 11/22/2024, 11:45:54 AM

COMMUNITY WELL-BEING INITIATIVES

Mobile Community Response Team "MCRT" (CMC)

Substance Use Disorder (SUD) Services at Existing Respite Center (CMC)

Mental and Behavioral Health Care Coordination Hub (Care Solace)

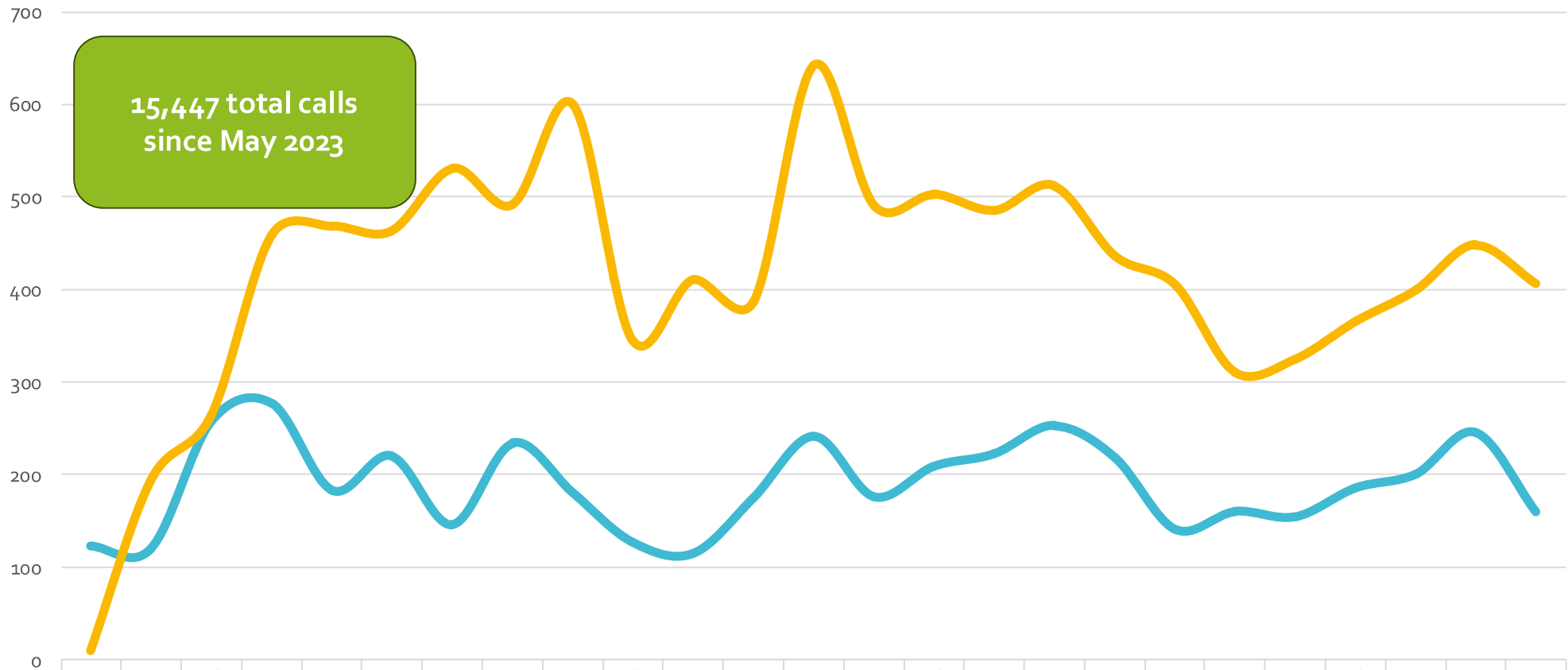
COMMUNITY
Medical Centers
MOBILE COMMUNITY RESPONSE

CITY COUNCIL MEETING

July 15, 2025

Agenda Item #15.1

Program Calls Over Time

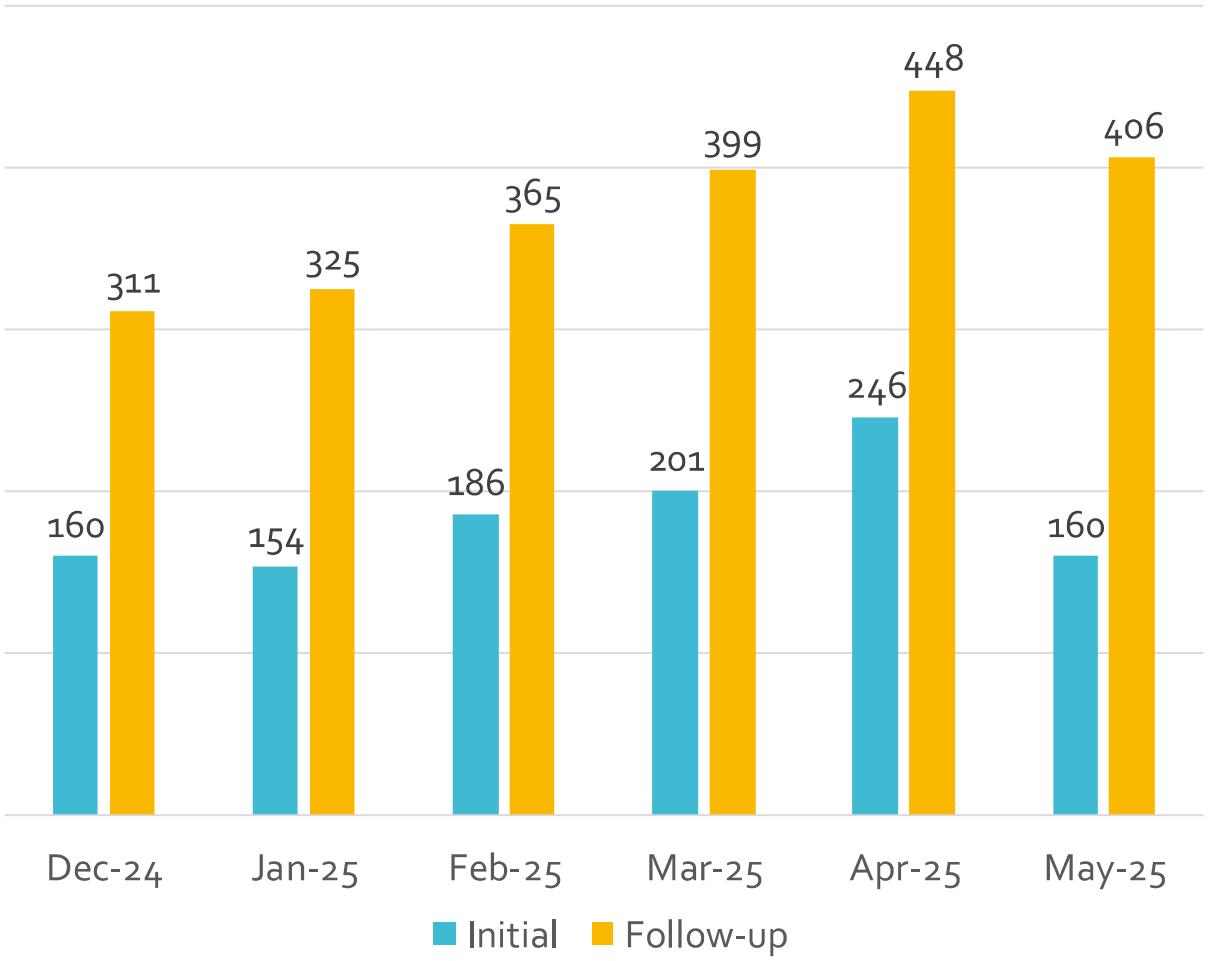


	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Initial	123	120	258	277	183	220	146	234	180	127	115	175	242	176	209	222	253	219	141	160	154	186	201	246	160
Follow-up	10	194	264	459	468	463	531	492	600	345	410	386	642	491	503	486	512	436	405	311	325	365	399	448	406

Program Calls December 2024 – May 2025

- During this period:
  - 1,107 initial calls
  - 2,254 follow up calls

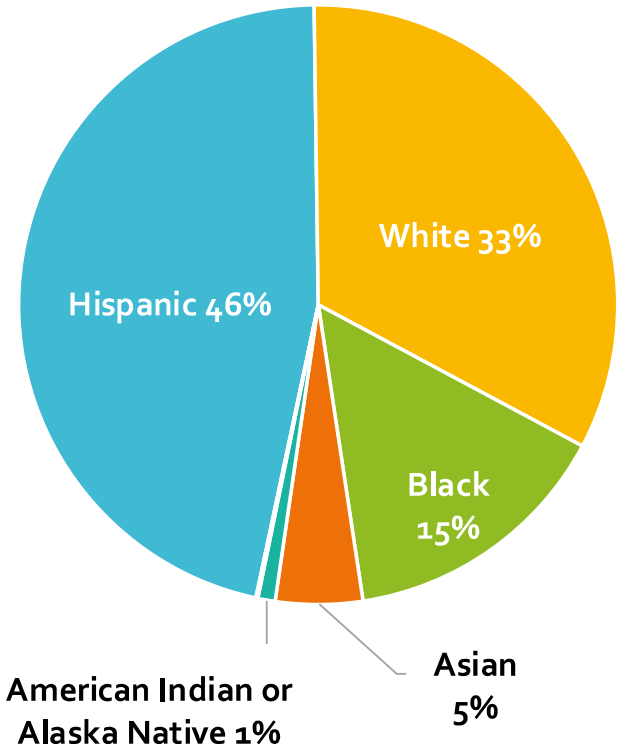
- Of known reason for call:
  - **70%** welfare/wellness check
  - **10%** emotional disturbance (family or general)
  - **9%** community concern
  - **8%** mild to moderate BH intervention
  - **2%** suicidal/homicidal ideations
  - **1%** unknown

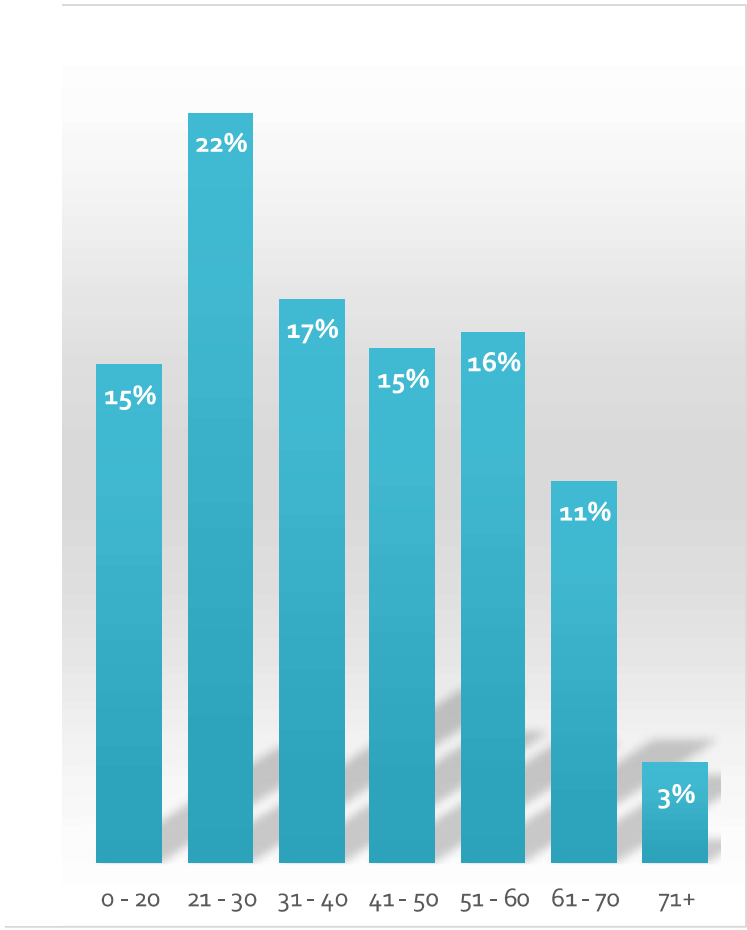


Race/Ethnicity & Age

Dec '24 – May '25

- Caller's average age was 39 years old
- 37% of initial calls came from patients under 30
- 129 calls for age 18 or under
- 11.5 % of the population in Stockton is Black/African American (37,000 + people)
- 15 % of calls were for Black/ African American
- 8 calls out of 107 from PD were Black/African American





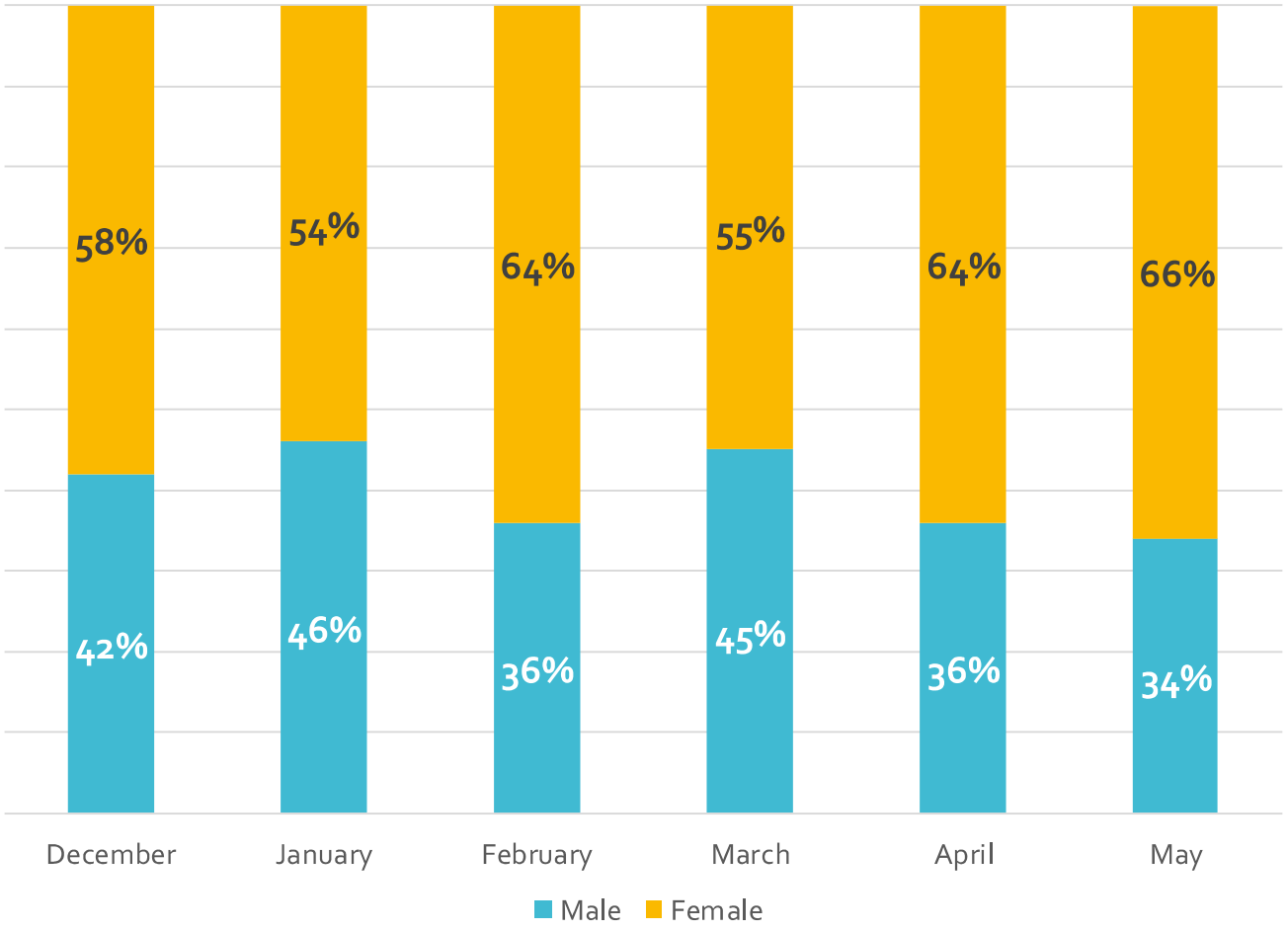
Gender

Dec '24 – May '25

- Available for 1,087 of 1,107 initial calls the past 6 months

There are 14 initial calls where Gender was listed as something besides Male or Female.

- 2 gender non-conforming
- 2 other gender not listed
- 6 trans female
- 3 trans male



Partnership and support with the Stockton Police Department

New Officer Training

Crisis Intervention Team Training/Facilitation (CIT)

Monthly meetings with Police & Fire

Ask Stockton Referral Partner for Police Department

Roll Call: Introductions of Services

NATIONAL OPIOID SETTLEMENT AGREEMENTS

City Council Meeting
July 15, 2025
Agenda Item #15.1

FUNDING

$43.3 Billion in National Opioid Settlement Funds

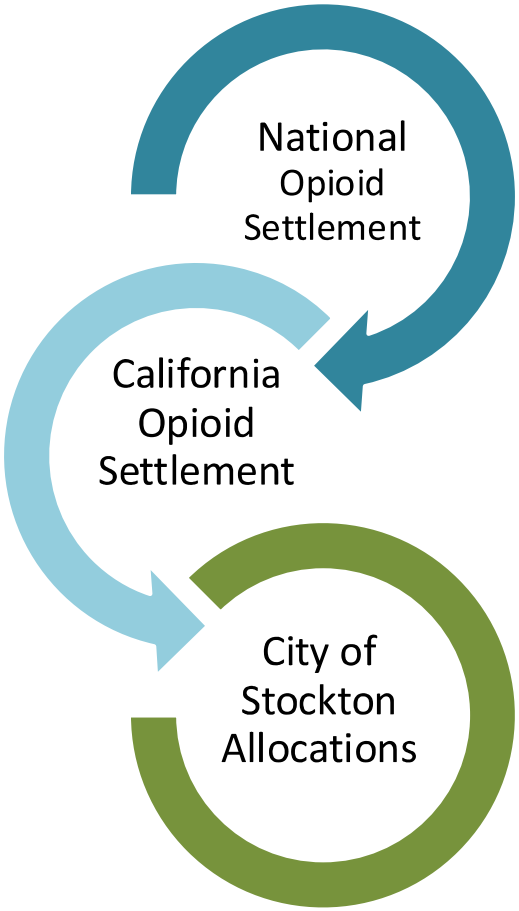
$3.875 Billion to California

- 15% to State
- 85% to Local Jurisdictions

0.3256176%
Stockton's weighted allocation percentage of local jurisdiction portion

$3.17 Million distributed to Stockton since inception

$1.1 Million expended on OSA projects since inception



All funding distribution subject to availability from Opioid Settlements

Source: California Department of Health Care Services

Current Settlement Agreements

ENTITY	DISTRIBUTION PERIOD
Janssen	2022 - 2031
Distributors: • McKesson • Cardinal Health • Cencora (formerly Amerisource Bergen)	2022 - 2038
Allergan	2024 – 2029
CVS	2024 – 2032
Walgreens	2024 - 2037
Walmart	2024 - 2028
Teva	2024 - 2035

Pending Settlement Agreements

1. Kroger 2. Hikma 3. Amneal 4. Purdue

"One-and-Done" Settlements

Mallinckrodt	2023-2024
McKinsey	2024-2025
Endo	2024-2025

How is the City utilizing funds from the National Opioid Settlement?

PROJECT	PARTNER	TERM / FUNDING
I. Expand Existing SUD Treatment @ CMC Respite Center	Community Medical Centers (CMC)	5 years / Up to $4.5M
II. Behavioral and Mental Health Care Coordination Services	Care Solace	3 years / $855,000

COMMUNITY WELL-BEING INITIATIVES

Mobile Community Response Team "MCRT" (CMC)

Substance Use Disorder (SUD) Services at Existing Respite Center (CMC)

Mental and Behavioral Health Care Coordination Hub (Care Solace)

USE OF OPIOID SETTLEMENT FUNDS

Community Medical Centers (CMC)

High Impact Abatement Activities (HIAA)

- ✓ Support core strategy to address needs of communities of color and vulnerable populations (including sheltered and unsheltered) that are disproportionately impacted by SUD.
  - ✓ Provide treatment and recovery support services that allow or integrate medication and other support services.
  - ✓ Expand warm hand-off services.
  - ✓ Leverage comprehensive wraparound services.

Source: CA Department of Health Care Services, Exhibit A, Final Settlement Agreement: List of Opioid Remediation Uses

COMMUNITY Medical Centers
IMPROVING HEALTH TOGETHER
45 YEARS

CMC Respite Center Data Report

December 2024 – May 2025

City Council Meeting
July 15, 2025
Item #15.1

CMC Respite Center

201 N. Stanislaus Street, Stockton
(across the street from CMC Channel Clinic/Pharmacy)

RESIDENTIAL 24/7

Open 24 hours per day,
7 days a week

MEDICAL CLINIC

Monday–Friday, 8am–5pm

CMC Respite Team + Services

COUNSELING
BH Clinician (LCSW)
Counselor (SUD Certified)

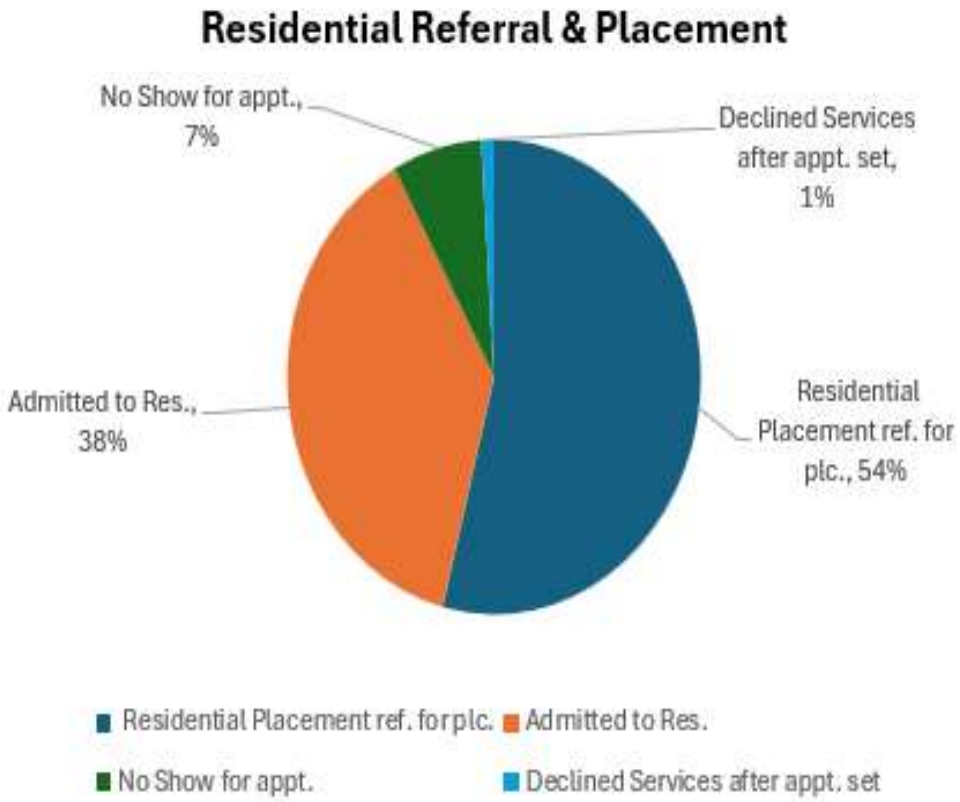
MEDICAL
X- Waiver Provider (MD/NP/PA)
Medical Assistant (MA)
Nurse (RN/LVN)

SUPPORT
Case Managers/ CHW
Patient Health Navigators
Peer Counselors

- 1-1 Behavioral and Substance Use Counseling
- Group Counseling
- Case Management
- Medication Assisted Treatment (MAT) for opioids and alcohol
- Monitored detox
- Sobering
- Connect to Primary Care Services (PC, Dental, Vision, etc.)

- Serving individuals 18 and over
- 14-Day Transitional Respite Stay
- 24-hour monitoring
- Life skills classes and activities
- Community programs
- Presentations
- Transportation & Support for necessary outside appt. (probation, medical, placement)

CMC Respite Residential Data



Dec. 2024 to May 2025
144 Referrals
1070 Bed Days

Respite Residential

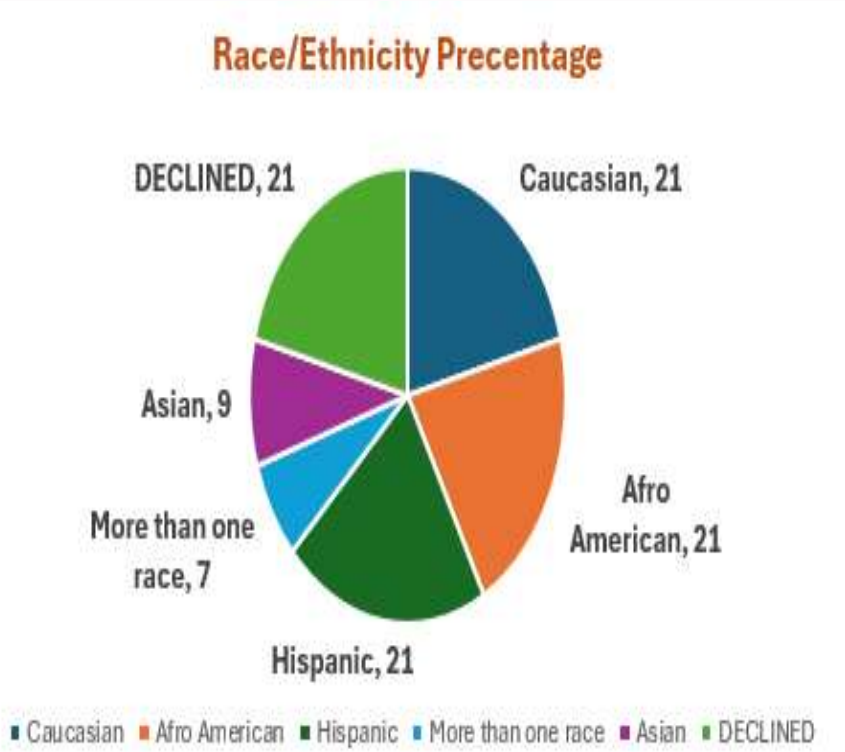
Pt. received 24 hrs. services:

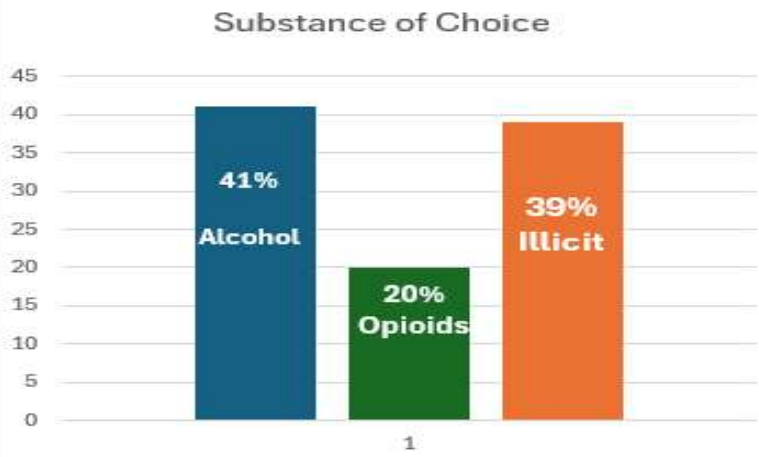
- Case Management Services
- SUD Daily Programing 1-1/Groups
- Monitored Detox (as needed)
- 3 meals & Snacks/Laundry
- Wrap Around Services –Med/BH Appt.
- Life Skills Programing
- Asst. to needed appt. (Court, PO, Treatment)
- Discharge Planning & Placement
- Support System Planning

Demographic Info.
Dec. 2024 to May 2025

Population Data
63% Male
36% Female
1% LGBTQ

Race/Ethnicity	%
Caucasian	21
Afro American	21
Hispanic	21
More than one race	7
Asian	9
DECLINED	21





Treatment:

22 % received MAT (Medication Asst. Treatment)
50% Opioid & 50% Alcohol treatments

35% received Detox Monitored Services MAT Prep and/or Other Substance (illicit drugs).

ALL receive SUD 1-1 & Group Counseling utilizing evidence based Curriculum along with CBT & Motivational Interviewing.

COMMUNITY WELL-BEING INITIATIVES

Mobile Community Response Team "MCRT" (CMC)

Substance Use Disorder (SUD) Services at Existing Respite Center (CMC)

Mental and Behavioral Health Care Coordination Hub (Care Solace)

USE OF OPIOID SETTLEMENT FUNDS

Care Solace

Connecting People Who Need Help to the Help They Need

- ✓ Support centralized call centers that provide information and connections to appropriate services and supports for persons with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) conditions.
- ✓ Purchase automated versions of Screening, Brief Intervention, and Referral to Treatment (SBIRT) services, and support ongoing costs of the technology.
- ✓ Expand warm hand-off services to transition to recovery.

Source: CA Department of Health Care Services, Exhibit B, Final Settlement Agreement: List of Opioid Remediation Uses – Core Strategies and Approved Uses

CITY OF STOCKTON + carescolace

Calming the Chaos of Mental Health Care Together

City Council Meeting
July 15, 2025
Agenda Item #15.1

CITY OF STOCKTON

Care Solace is providing care coordination to all city departments, agencies and social services.

- All city departments
- Mayor and City Council
- Employees and HR
- County resources
- Community Medical Centers

care solace

Care Solace is the hub to all mental and social health supports for communities **connecting agencies, departments, services, and residents** to the support they need and navigate the associated chaos of eligibility and availability.

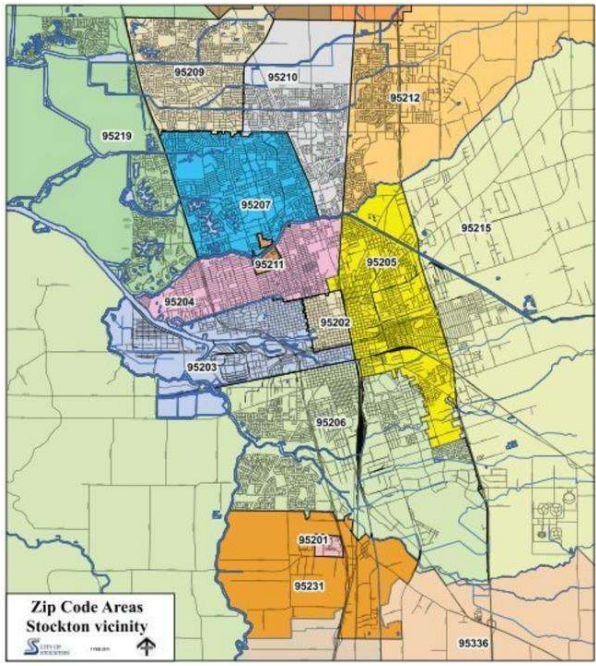
Data Overview

5,602 Service requests
URL, QR, phone

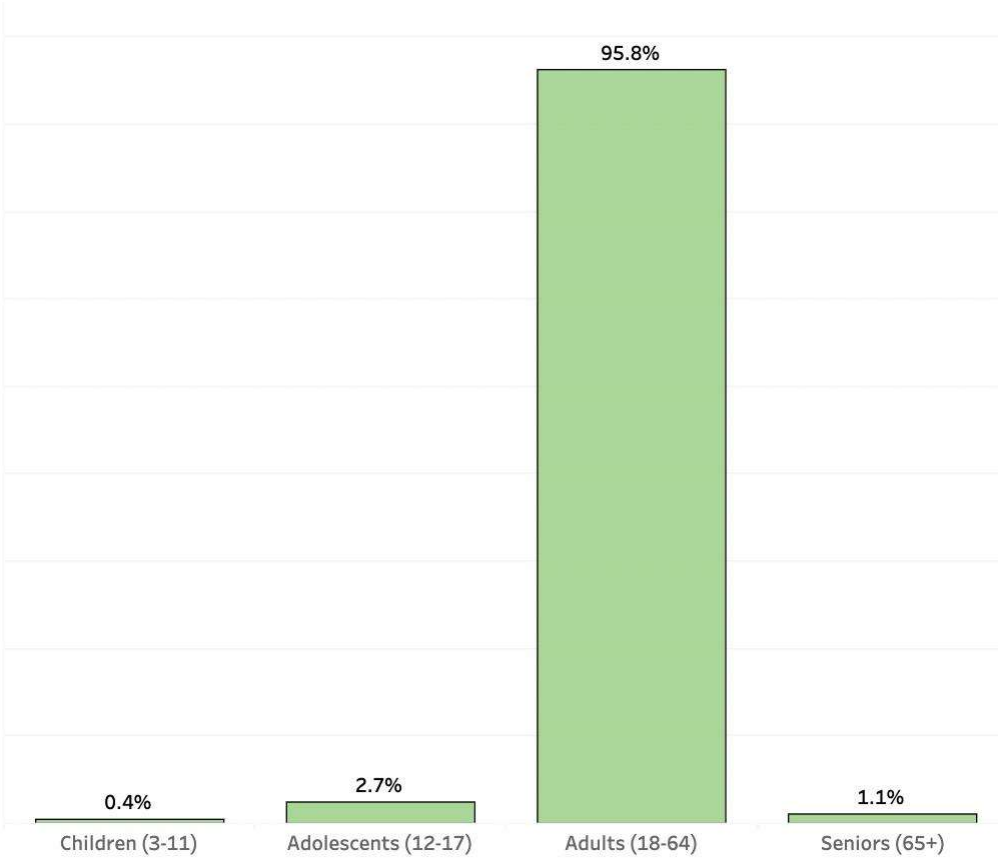
1 day
Time to match

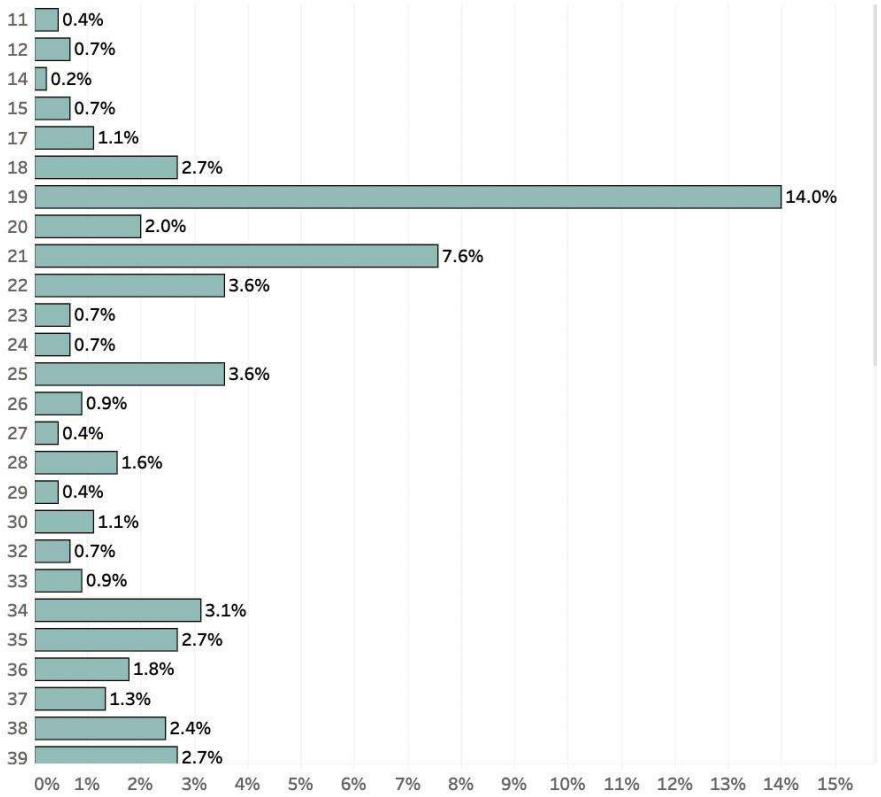
10 days to booking

95207	21.59%
95206	20.82%
95209	20.65%
95210	17.40%
95205	16.80%
92509	0.34%
95219	0.26%
95204	0.26%
95203	0.26%
95202	0.26%
95242	0.17%
95201	0.17%
98058	0.09%
95640	0.09%
95336	0.09%
95330	0.09%
95296	0.09%
92507	0.09%
92506	0.09%
92505	0.09%
45249	0.09%
30301	0.09%
09520	0.09%
01843	0.09%

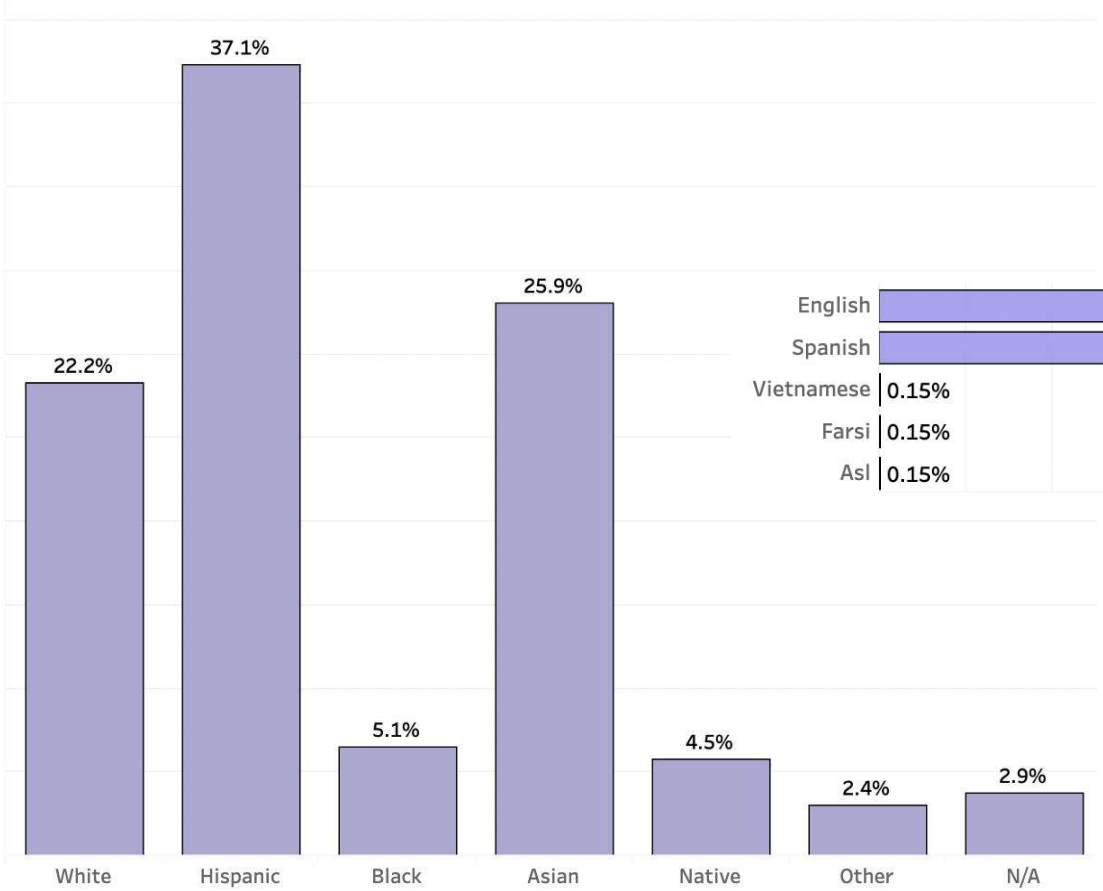


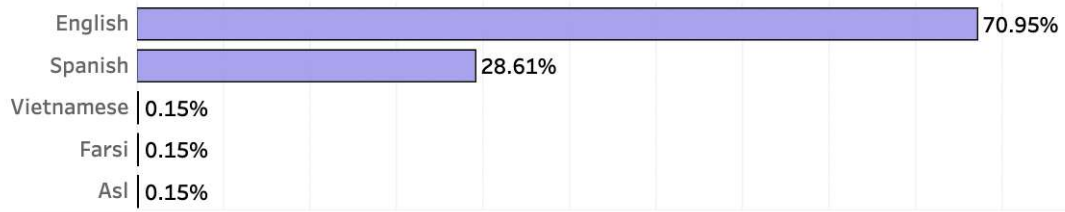
Data Overview: Age





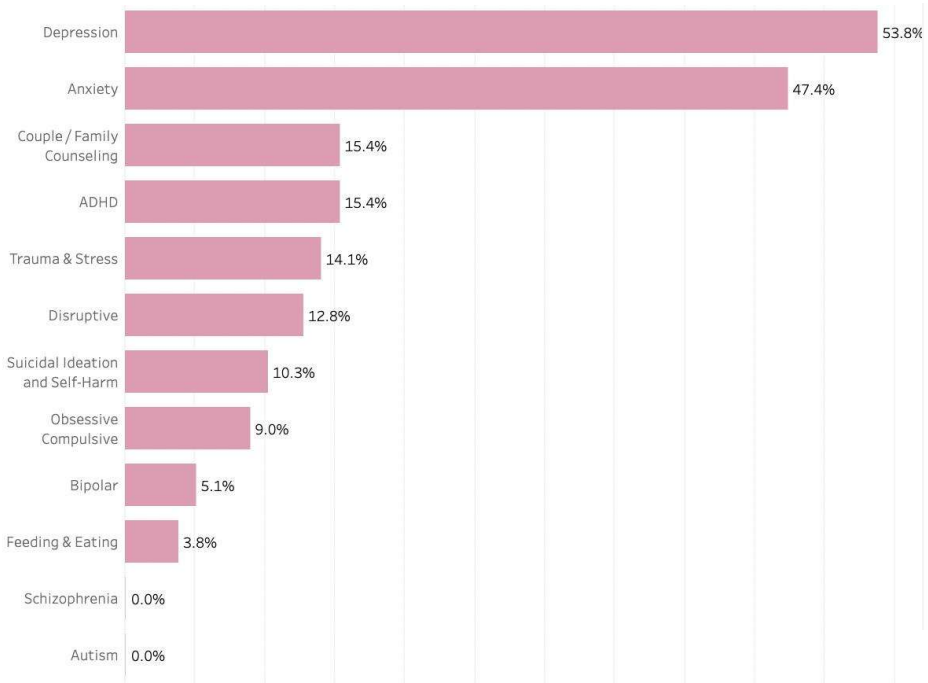
Demographics Served: Ethnicity & Language



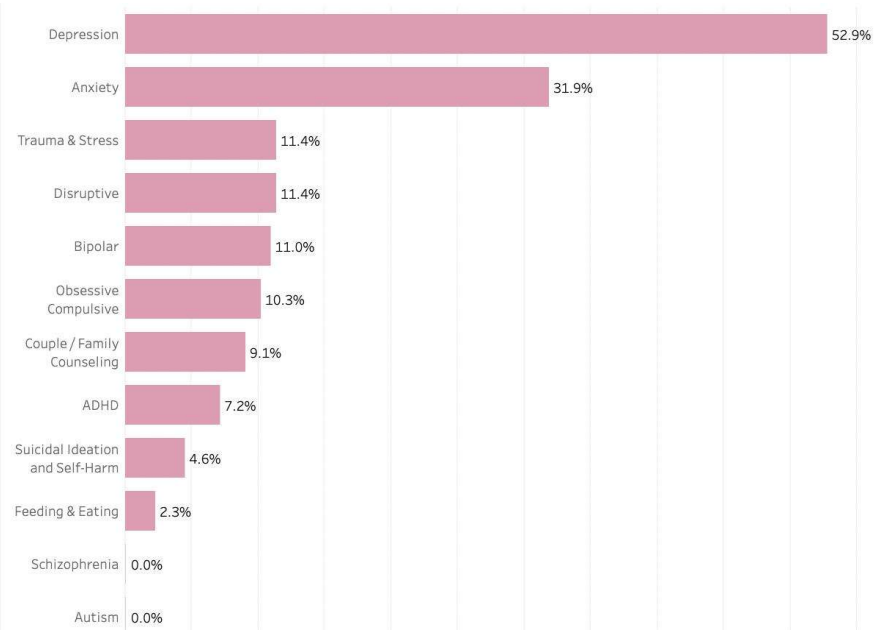


Mental Health Category by Ethnicity

African American

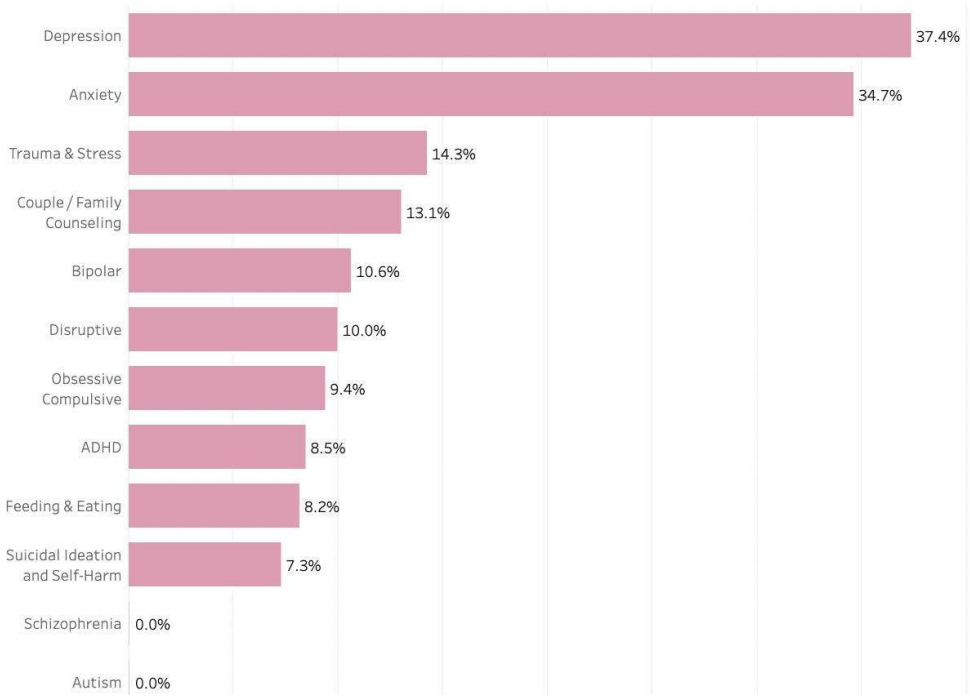


Asian

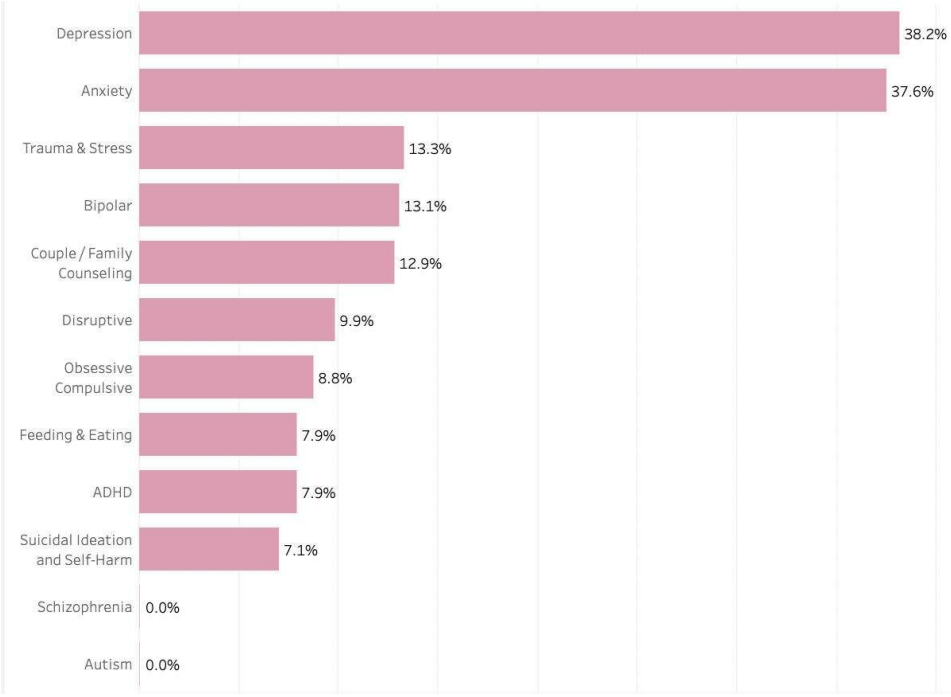


Mental Health Category by Ethnicity

White



Hispanic



QUESTIONS?

File #: 25-0721, **Version:** 1

AUTHORIZE APPROVAL OF FINDINGS AND RATIFY FINAL EXPENSES FOR THE SALVAGE AND DISPOSAL OF THE DERELICT MOTOR VESSEL AURORA

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

2. Ratify the final expenses in the amount of $8,290,874.96 to Lind Marine of Vallejo, California, and associated contractors, for all costs related to the salvage and disposal of the derelict, motor vessel (M/V) Aurora.

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

On May 22, 2024, the derelict cruise ship, M/V Aurora, (built in Hamburg, Germany in 1955 and christened, *Wappen von Hamburg*) sank while moored along Empire Tract Road in the Delta. The sinking of the 297 ft., 2,500 ton vessel caused a significant spill of diesel fuel, engine oil and other pollutants into Little Potato Slough just upstream of the City's water intake pump station (IPS). The pump station supplies raw water to the water treatment plant, which serves nearly 200,000 customers daily. Upon notification by the US Coast Guard, Municipal Utilities Department (MUD) staff immediately shut down the IPS to prevent contamination of the water supply, intake, and water treatment plant infrastructure. To accommodate the water shutdown, water was supplied from other available sources.

On May 23, 2024, a Unified Command, including the US Coast Guard (USCG), California Department of Fish & Wildlife Office of Spill Prevention Response, the San Joaquin County Sheriff's Office, and City/MUD was established in response to the vessel sinking. The USCG, utilizing monies from the Federal Oil Spill Trust Fund, contracted with Global Diving and Salvage Inc., and gave directions to contain the spill, refloat the vessel, and remove petroleum and hazardous materials. By June 24, 2024, the refloat of the M/V Aurora and initial pollution removal was accomplished but sinking and the release of additional pollutants into the waterway remained a significant concern. Therefore, on June 27, 2024, the City Manager approved the request for emergency procurement authorization for MUD to secure a qualified contractor to remove and salvage the vessel.

On November 19, 2024, the City/MUD noticed its jurisdiction in accordance with the law provided under California Harbors and Navigation Code sections 550 & 551 and a Memorandum of Agreement

with San Joaquin County and the San Joaquin County Sheriff's Office. This established the vessel as "Marine Debris", which allowed the transfer of responsibility of the refloated vessel from the USCG to MUD for the removal and salvage the vessel. On final inspection and approval of the USCG, the dead ship tow was completed on December 21, 2024, and the M/V Aurora remained in drydock at Mare Island in Vallejo until pollutant abatement and all other salvage operations were completed on May 13, 2025.

Under Stockton Municipal Code section 3.68.070 and City Manager's Emergency Contract and Procurement Policy (17.05.150), MUD is required to report to the City Council to ratify all project expenses. Staff recommend that the City Council ratify the final expenses for the removal and salvage of the M/V Aurora in the amount of $8,290,874.96.

DISCUSSION

Background

The City of Stockton already bears significant environmental burdens. CalEnviroScreen, a GIS map viewer tool maintained by the California Office of Environmental Health Hazard Assessment, shows that much of the Stockton Municipal area is in the high 90th percentile for adverse environmental burdens, indicating that these areas are among the most polluted areas in California. Many areas rate 99th percentile for Impaired Waters burdens. This is the worst one percent (1%) of water quality in the state.

The City has made major capital improvements to its drinking water supply and wastewater systems. In 2012, Stockton invested $223 million to construct the Delta Water Supply Project, including an intake on the San Joaquin River at the southwest tip of Empire Tract, 13 miles of raw water pipeline, a 30 million gallon per day advanced water treatment plant, and six miles of treated water distribution pipeline to provide high-quality drinking water to customers within the City's service area.

When the M/V Aurora, a decommissioned cruise ship, sank in the Delta on May 22, 2024, it was moored at the defunct Herman and Helen's Marina along Empire Tract Road levee near the end of Eight Mile Road. The sinking of the 297 ft., 2,500 ton vessel caused a significant spill of diesel fuel, engine oil and other pollutants into the waters of Little Potato Slough just upstream of the City's water intake pump station (IPS). The IPS supplies raw water for the water treatment plant, which serves about 200,000 customers daily. When notified of the spill, MUD operations staff shut down the IPS to prevent contamination of the water supply, intake, and water treatment plant infrastructure. The MUD relied on other sources of water supply for the service area.

A Unified Command, including the USCG, California Department of Fish & Wildlife Office of Spill Prevention Response, the San Joaquin County Sheriff's Office, and City/MUD, was established on May 23, 2024, to respond to the vessel sinking and spill. The USCG, utilizing the Federal Oil Spill Trust Fund, contracted with Global Diving and Salvage Inc. to contain the spill, refloat the vessel, and remove petroleum and hazardous materials.

By June 27, 2024, the USCG completed the pollution removal including the lightering of 22,000 gallons of oily water and offloading of 3,100 gallons of household hazardous waste from the refloated vessel. According to the Unified Command's spill response objectives, once the petroleum and waste was removed, the Unified Command's involvement with the vessel was complete. However, the

vessel remained a significant hazard and danger to present and future water quality in the slough, public health and the environment unless removed.

The vessel was inoperable and unfit for any use. The engines on board had not operated since the 1980s. Vessel inspections by the USCG revealed structural deterioration, mold, rotted wood, rusted-through decks, broken pipes, leaking tanks and substantial quantities of solid waste and trash, including rolls of carpet and other construction materials soaked with oily water and other hazardous contaminants including asbestos, lead, hexavalent chromium and various organic toxins.

On August 21, 2024, MUD contracted out for an asbestos survey that found substantial asbestos-containing materials (ACM), lead and PCBs throughout the vessel. ACM was required to be properly contained and removed before the Aurora could be disassembled and disposed of, which added to the total cost (30 garbage bins removed from vessel during abatement). The MUD and State Lands Commission staff reached out for assistance to the California Department of Toxic Substances Control's (DTSC) Emergency Response unit because DTSC has assisted on past vessel asbestos and hazardous-materials abatement projects. In this instance, however, DTSC determined that they could not assist with asbestos removal because the estimated cost "would go beyond our current budget and capabilities" and because staff were otherwise engaged at wildfire cleanups, statewide.

Allowing the sunken vessel to remain near the City's water supply intake would present a long-term threat to the City's drinking water quality. Therefore, on June 27, 2024, the City Manager approved the request for emergency procurement authorization for the removal and salvage of the vessel in accordance with Stockton Municipal Code section 3.68.070 and City Manager Emergency Contract and Procurement Policy (17.05.150), which provides a process for rapidly acquiring needed materials or services for critical, unforeseen government need amid emergency situations, as defined in Chapter 3.68 of the Stockton Municipal Code.

The MUD staff selected the marine contractor, Lind Marine of Vallejo, California as the qualified contractor together with several subcontractors to provide vessel removal, abatement, and salvage services. The City also retained K.D. Moore Associates to perform an initial marine survey of the vessel in accordance with the requirements of the Harbors and Navigation Code sections 550 and 551 to substantiate the motor vessel as "Marine Debris". Global Diving and Salvage Inc. provided generators, onboard fans and submersible pumps to assist with keeping the vessel afloat over several months while the removal and salvage plans were developed. In addition, Universal Protection Service, LP provided 24 hour, 7 day a week onsite security at the temporary Empire Tract Rd closure (under an encroachment permit from San Joaquin County) while the M/V Aurora was afloat to prevent onboard vandalism and theft of equipment stationed along the roadway.

On November 19, 2024, the City/MUD noticed its jurisdiction in accordance with the law provided under California Harbors and Navigation Code sections 550 & 551 and a Memorandum of Agreement with San Joaquin County and the San Joaquin County Sheriff's Office. No formal protests were received during the notice period from the vessel owner(s) or any other party. This established the M/V Aurora as "Marine Debris", which allowed for the permitted transfer of the refloated vessel or hand-off from the USCG to MUD to remove and salvage the vessel through its qualified marine contractor. On final inspection and approval of the USCG, the dead ship tow was completed on December 21, 2024, and the M/V Aurora remained in drydock at Mare Island, Vallejo until pollutant abatement and all other salvage operations were completed on May 13, 2025. Following the removal of the M/V Aurora, MUD operations staff brought the Delta Water Supply Project Intake Pump Station

back into service.

Present Situation
The M/V Aurora was one of four large vessels moored in Little Potato Slough, a long-standing problem area with a history of derelict and abandoned vessels in the Delta. Despite multiple failed attempts at enforcement over the years, this cluster of deteriorating ships remained largely unaddressed until recent coordinated salvage efforts began.

In January 2024, a 1940s-era military tugboat *Mazapeta* was refloated and removed under a joint operation between the USCG and MUD. In September 2024, the owner of the decommissioned Coast Guard lighthouse tender *Fir* removed it. Currently, the USCG is overseeing removal operations for the sunken minesweeper *Chaleur*. With the successful disposal of the Aurora in May 2025 and the ongoing removal of the Chaleur, the waterway is finally on track to be fully cleared of derelict vessels, which will help improve water quality conditions, restore safe navigation, and reduce environmental hazards in the area. The MUD, along with other agencies with jurisdiction, will do its utmost to prevent any further mooring of derelict vessels in this waterway.

All City costs incurred to survey, remove, abate, salvage, and dispose of the M/V Aurora and execution of the emergency procurement are included in the following table:

Contractors	Total Amount	Services
Lind Marine LLC	$7,908,993.76	Primary contractor and subcontractors: Glosten Marine Engineers, Ballard Marine Diving, Terracon, Sterling Environmental, Ponder Environmental & Clean Harbors.
Universal Protection Service LP	$161,033.18	Onsite security services at Empire Tract Rd. closure.
Marsh & McLennan Companies Inc.	$118,335.00	Insurance including protection against environmental exposure and maritime liability during dead ship tow.
Global Diving and Salvage Inc.	$97,480.42	Submersible pumps, electric generators and fans to help keep Aurora afloat.
K.D. Moore Associates Inc.	$4,732.60	Marine survey.
NPFC Vessel Certification Division	$300.00	USCG COFR application fee for dead ship tow.
Total Incurred Costs[1]	**$8,290,874.96**	

[1]Total Incurred Costs does not include the offset of $999,932.09 in State Lands Commission Derelict Vessel Program funding discussed below, which brings the actual cost to the City to $7,290,942.87.

Under the City Manager's Emergency Contract and Procurement Policy (17.05.150 Section 4), the MUD is required to make a record of all emergency purchases of supplies and services of more than $100,000 and report to the City Council for ratification at the next Council meeting or no later than

sixty (60) days following execution of the emergency procurement. Based on the 60-day rule, the ratification of the M/V Aurora removal response and costs was scheduled accordingly.

Findings

Pursuant to Stockton Municipal Code section 3.68.070, the City Council may approve findings which support and justify an exception to the competitive bidding process. The following findings support and justify an exception:

1. The City's Delta Water Supply Project Intake Pump Station is a vital component of the City's water supply portfolio.

2. The sinking of the M/V Aurora resulted in a significant threat to the City's water supply, intake, and water treatment plant infrastructure.

3. Removing and salvaging the M/V Aurora was necessary to protect public health, in accordance with environmental regulations.

4. Each contractor paid is a responsive and qualified contractor that was available and capable of completing the necessary removal, abatement, salvage, and disposal of the vessel/V Aurora, which was in the best interest of the public.

5. The removal, salvage, and disposal of the M/V Aurora were completed by May 13, 2025.

Staff recommend that the City Council approve findings and ratify final expenses of $8,290,874.96 for the salvage and disposal of the M/V Aurora.

FINANCIAL SUMMARY

The immediate threat to the City's water supply and potential long-term impacts to water quality compelled MUD staff to act swiftly, under the direction of City management, to protect public health, safety, and the environment.

Despite aggressive efforts to secure outside funding to offset the emergency response and salvage costs, the City of Stockton MUD has achieved limited success due to program availability, budget restrictions, and the urgent nature of the incident. Apart from the attempt for funding from the California Department of Toxic Substances Control's Emergency Response unit, MUD staff also submitted inquiries and applications to multiple state and federal entities including:

- California State Lands Commission Derelict Vessel Program
- BoatUS Abandoned and Derelict Vessel Grant Program
- California Department of Resources Recycling and Recovery
- California Environmental Protection Agency
- National Pollution Funds Center

Most of these agencies either lacked applicable funding, had closed funding cycles, or were unable to respond within the time frame necessary to support the salvage effort.

Fortunately, the California State Lands Commission Derelict Vessel Program provided nearly $1 million ($999,932.09) in funding, which helped offset a portion of the total project costs to the MUD Water Utility Fund. Expenditures for this work were charged against the Delta Water Operations Division account (6513-511-630006-600-000-00-65-000-000). The Water Fund was able to absorb the costs, and no additional appropriation from reserves is needed.

Staff will continue to actively pursue recovery of the funds MUD spent on the salvage and disposal of the M/V Aurora pursuant to Harbors and Navigation Code Section 551 from the people responsible, as well as seek additional reimbursement opportunities through insurance claims and all applicable legal, regulatory, and legislative channels.

This action has no impact on the General Fund or any other unrestricted funds.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION TO APPROVE FINDINGS AND RATIFY EMERGENCY EXPENDITURES of $8,290,874.96 RELATED TO THE REMOVAL AND DISPOSAL OF THE DERELICT MOTOR VESSEL AURORA

On May 22, 2024, the Motor Vessel (M/V) Aurora sank near the end of Eight Mile Road in the Delta, releasing a significant quantity of diesel fuel and engine oil and other pollutants into Little Potato Slough; and

Although the incident occurred outside the City's jurisdiction, the location was less than one mile from the City's Delta Water Supply Project Intake Pump Station (IPS), which provides raw water to the City's Water Treatment Plant, serving approximately 200,000 customers daily; and

The Municipal Utilities Department (MUD) staff acted immediately to shut down the IPS to prevent contamination of the City's water supply and treatment infrastructure; and

On June 27, 2024, the City Manager authorized emergency procurement for the removal and salvage of the M/V Aurora, in accordance with City Manager Emergency Contract and Procurement Policy (Section 17.05.150) and Chapter 3.68 of the Stockton Municipal Code, which allows expedited procurement to address critical, unforeseen needs during emergencies; and

On November 19, 2024, under the jurisdiction of San Joaquin County and pursuant to California Harbors and Navigation Code Sections 550 and 551, MUD noticed the vessel as "marine debris"; and

Following the noticing period, the City accepted a direct transfer of the vessel from the United States Coast Guard via Lind Marine of Vallejo, CA as the qualified disposal contractor as part of the Unified Command's spill response; and

On December 21, 2024, the dead ship tow was completed and the vessel remained in drydock at Mare Island until final disposal operations were completed on May 13, 2025; and

City costs incurred to remove, abate, salvage, and dispose of the M/V Aurora by all contractors, subcontractors and agencies include the following (the "Total Incurred Costs"):

1.	Lind Marine LLC and subcontractors	$7,908,993.76
2.	Universal Protection Service LP	$161,033.18
3.	Marsh & McLennan Companies Inc.	$118,335.00
4.	Global Diving and Salvage Inc.	$97,480.42
5.	K.D. Moore Associates Inc.	$4,732.60
6.	NPFC Vessel Certification Division	$300.00

The payment of the Total Incurred Costs was necessary for the completion of all work and execution of the emergency procurement; now, therefore,

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

1. The City Council approves findings pursuant to Stockton Municipal Code Section 3.68.070 in support of an exception to the competitive bidding process:

   a. The Delta Water Supply Project Intake Pump Station is a critical component of the City's water infrastructure.

   b. The sinking of the M/V Aurora created an immediate and substantial environmental hazard that threatened the Delta Water Supply Project Intake Pump Station and, therefore, City's water supply, intake system, and treatment infrastructure.

   c. The survey, removal, abatement, salvage, and disposal of the M/V Aurora were necessary to protect public health, in accordance with environmental regulations.

   d. Each contractor paid was a responsive, qualified, and available contractor capable of executing their role in the survey, removal, abatement, salvage, and disposal operations in a timely and effective manner.

   e. The removal and disposal of the M/V Aurora was completed by May 13, 2025.

2. The City Council ratifies the Total Incurred Costs, $8,290,874.96, as all costs related to the survey, removal, abatement, salvage, and disposal of the derelict M/V Aurora.

3. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

RATIFICATION OF EMERGENCY SALVAGE ACTIVITIES - MOTOR VESSEL AURORA

Protecting Stockton's Drinking Water and Delta Ecosystem

Stockton City Council Meeting
New Business Item – 15.2
July 15, 2025

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

PURPOSE OF PRESENTATION

Under the City Manager's Emergency Contract and Procurement Policy (17.05.150 Section 4), MUD is required to make a record of all emergency purchases of supplies and services of more than $100,000 and report to the City Council for ratification.

INCIDENT OVERVIEW

- On May 22, 2024, the derelict motor vessel M/V Aurora sank while moored along Empire Tract Road in the Delta.
- A Unified Command, including the US Coast Guard (USCG), California Department of Fish & Wildlife, the San Joaquin County Sheriff's Office, and City/MUD was established on May 23, 2024, to respond to the vessel sinking and spill.
- The Aurora's sinking threatened the City's water supply, water quality, infrastructure, and the environment.

INITIAL RESPONSE EFFORTS

- The USCG, utilizing Federal Oil Spill Trust Fund monies, contracted with Global Diving and Salvage Inc. with directions to contain the spill, refloat the vessel, and remove petroleum and hazardous materials from the site.

- Refloat of the M/V Aurora and initial pollution removal was accomplished by June 24, 2024.

Dive crews working to assess the condition of the vessel

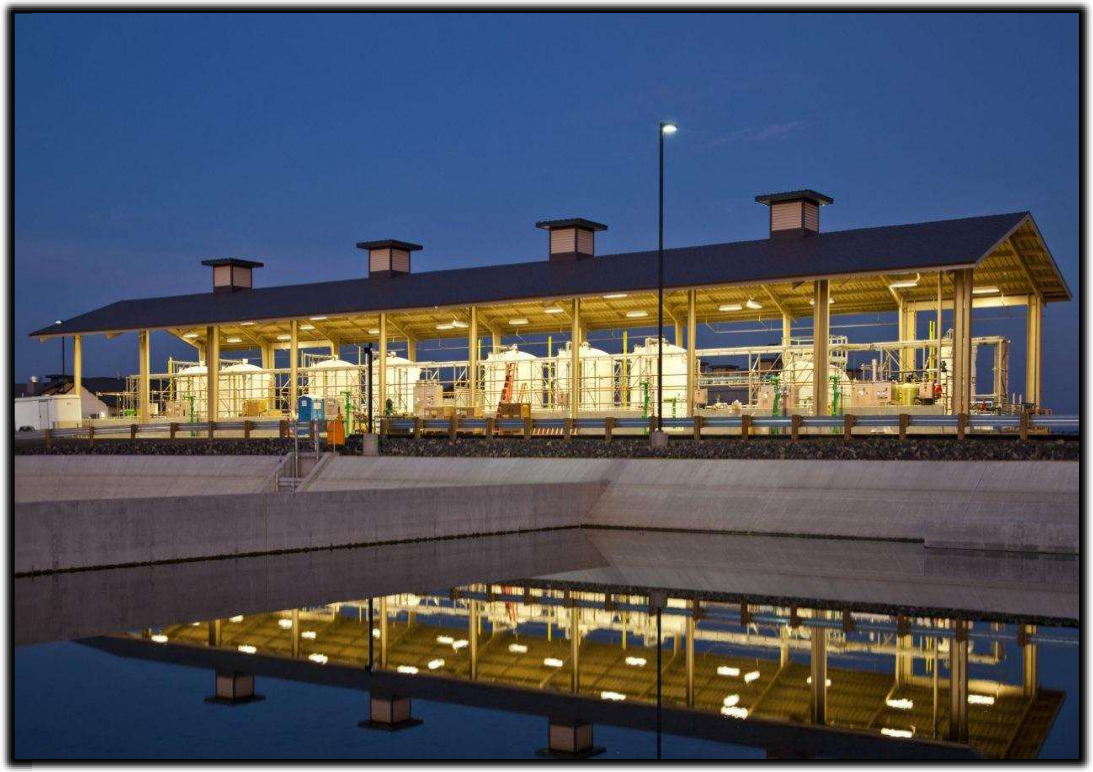
Crews inspect the *Aurora* to ensure pollution removal was complete.

INFRASTRUCTURE RISK

- The sinking of the 297 ft., 2,500-ton vessel caused a significant spill of diesel fuel, engine oil and other pollutants into Little Potato Slough just upstream of the City's water intake pump station (IPS).

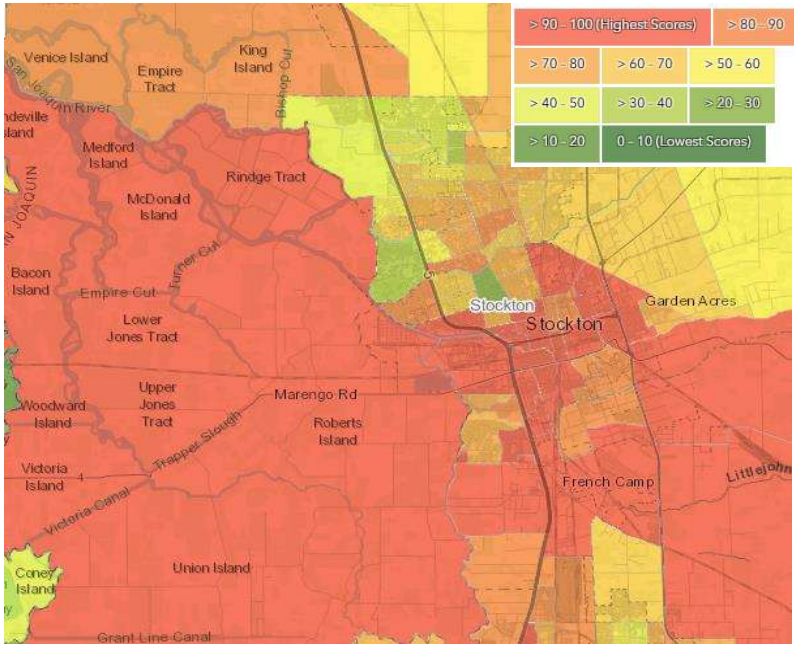
- The City has made major capital improvements to protect drinking water supply and wastewater systems. In 2012, Stockton invested $223 million to construct the Delta Water Supply Project to provide high-quality drinking water to customers within the City's service area.

Distance between incident site and Intake Pump Station



The City of Stockton's Delta Water Treatment Plant facility

PUBLIC HEALTH CONCERNS



- The M/V Aurora contained hazardous waste (HHW) such as solvents, paints, thinners, lacquers, varnishes, degreasers, paint removal products, acetone, and methylene chloride.
- 21,675 gallons of oily water, 3,193 gallons of hazardous waste, and five 25-yard bins of debris were removed from the vessel.
- Substantial asbestos-containing materials (ACM), lead and Polychlorinated biphenyls (PCBs) were detected throughout the vessel.
- The Stockton Municipal area is in the 90th percentile for adverse environmental burdens, indicating that these areas are in the most polluted in California.
- This is the worst 1% of water quality in the State.

PUBLIC PERCEPTION

- If the perception becomes that our water source is contaminated, public trust in the City of Stockton and water management systems can be severely undermined.
- Timely and effective action demonstrates a commitment to protecting the community and safeguarding essential resources.
- **The City is committed to ensuring the safety of our water system and the health of our community.**

CITY ACTION

- On June 27, 2024, the City Manager approved the request for emergency procurement authorization for the removal and salvage of the vessel.

November 19, 2024

LEGAL NOTICE
FOR
Motor Vessel AURORA, aka WAPPEN VON HAMBURG, California
Registration No. CF1143SE

THE ABOVE IDENTIFIED VESSEL CONSTITUTES "MARINE DEBRIS"
pursuant to California Harbors & Navigation Code Section 550 & 551.

If this marine debris is not claimed and removed from her current location within 10 calendar days after the above date, pursuant to the above statutes and under the authority of the San Joaquin County Sheriff's Department, the City of Stockton Municipal Utilities Department may remove and dispose of it. The City may also take legal or administrative action to recover its costs and damages.

To claim this marine debris, or for additional information, please contact the following.

City of Stockton Municipal Utilities Department
11373 N. Lower Sacramento Road
Lodi, CA 95242 (209) 937-8782
or
San Joaquin County Sheriff's Department
7000 Michael Canlis Blvd
French Camp, CA 95231 (209) 468-4400

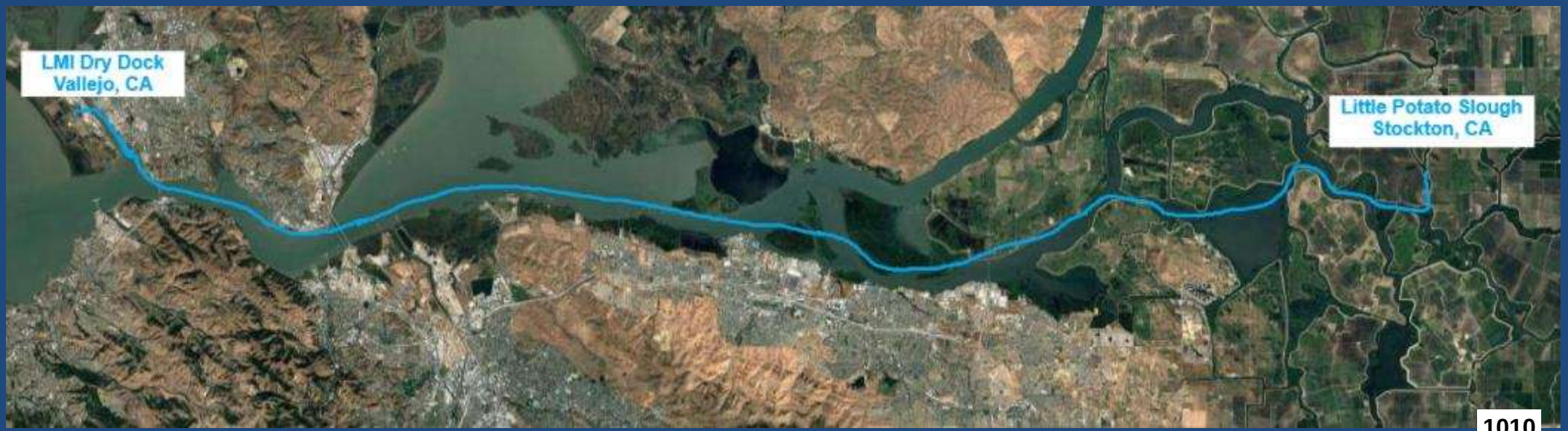
All who wish to be heard regarding this Notice must send any comments or objections in writing to the above entities, by Certified U.S. Mail or personal delivery, for receipt by those entities within 10 calendar days after the above specified date. All such submissions will be reviewed and considered, and a response will be provided prior to removal and disposal of the marine debris.

BY: City of Stockton Municipal Utilities Department

- On November 19, 2024, the City/MUD noticed its jurisdiction provided under California Harbors and Navigation Code sections 550 & 551 and a memorandum of agreement with San Joaquin County and the San Joaquin County Sheriff's Office.

DECEMBER 21, 2024

Lind Marine safely completed Aurora dead ship tow from Little Potato Slough to dry dock in Vallejo, CA.



December 24, 2024 - May 15, 2025

Full hazardous materials abatement and demolition, all in compliance with strict State & Federal safety standards.

Debris Abatement

Proper disposal of contaminated debris

Hazardous Liquids Abatement

Sheering operations

1011

SUMMARY OF EXPENDITURES

Contractors	Total Amount	Services
Lind Marine LLC	$7,908,993.76	Primary contractor and subcontractors: Glosten Marine Engineers, Ballard Marine, Terracon, Sterling Environmental, Ponder Environmental & Clean Harbors.
Universal Protection Service LP	$161,033.18	Onsite security services and Empire Tract Road closure.
Marsh & McLennan Companies Inc.	$118,335.00	Insurance including protection against environmental exposure and maritime liability during dead ship tow.
Global Diving and Salvage Inc.	$97,480.42	Submersible pumps, electric generators and fans to keep Aurora afloat.
K.D. Moore Associates Inc.	$4,732.60	Marine survey.
NPFC Vessel Certification Division	$300.00	USCG COFR application fee for dead ship tow.
Total Incurred Costs[1]	**$8,290,874.96**	

[1]Total Incurred Costs equal to total project costs minus $999,932.09 in State Lands Commission DV Program funding.

FUNDING APPLICATIONS

- Despite aggressive efforts to secure outside funding to offset the emergency response and salvage costs, the City of Stockton was largely unsuccessful due to limited program availability, budget restrictions, and the urgent nature of the incident.
- Emergency Response unit, MUD staff also submitted inquiries and applications to multiple state and federal entities including:
  - BoatUS Abandoned and Derelict Vessel (ADV) Grant Program
  - California Department of Resources Recycling and Recovery
  - California Environmental Protection Agency
  - National Pollution Funds Center
- Unfortunately, each of these agencies either lacked applicable funding, had closed funding cycles, or were unable to respond within the timeframe necessary to support the salvage effort.

APPROVED FUNDING

CALIFORNIA STATE LANDS COMMISSION

- The California State Lands Commission's Derelict Vessel Program provided nearly $1 million in funding ($999,932.09), significantly helping to offset project costs to the MUD Water Utility Fund.
- Special thanks to all agencies that took part in this effort.
- This vital support played a key role in advancing the project and protecting our waterways.

NEXT STEPS

- United States Coast Guard is working to remove the last remaining sunken vessel, the 147 ft. minesweeper, HCMS *Chaleur.*

- The waterway is finally on track to be fully cleared of derelict vessels, which will help preserve water quality, restore safe navigation, and reduce environmental hazards.

- MUD staff will continue to actively pursue additional reimbursement opportunities through all applicable legal, regulatory and legislative channels and also has an active insurance claim currently being processed.

The Chaleur, the last sunken vessel in Little Potato Slough. On track to be removed by July 2025.

STAFF RECOMMENDATIONS

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

2. Ratify the final expenses in the amount of $8,290,874.96 to Lind Marine of Vallejo, California, and associated contractors, for all costs related to the salvage and disposal of the derelict, motor vessel (M/V) Aurora.

3. Authorize City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

File #: 25-0793, **Version:** 1

COUNCIL DISCUSSION REGARDING THE CREATION AND DISSOLUTION OF THE AD HOC COMMITTEE FOR CITY MANAGER SELECTION

RECOMMENDATION

Informational item only. This is a City Council initiated discussion regarding the creation and dissolution of the Ad Hoc Committee for City Manager Selection.

Summary

At the June 24, 2025, City Council meeting, Councilmember Mario Enriquez, requested the agendization of a discussion regarding the creation and dissolution of the Ad Hoc Committee for City Manager Selection in July. Consistent with Council Policy 4.02.010, the request was supported by Councilmember Michael Blower. The request was also supported by Vice Mayor Jason Lee.

This report provides background information to facilitate the Council's discussion.

DISCUSSION

Background

The City is in the process of searching for a permanent City Manager. Under Charter Section 1200:

> "The Mayor shall nominate one or more candidates for Council consideration for appointment to the position of City Manager."

The Charter is silent on the process to fulfill this obligation.

Council Policy 3.06.010(4)(C), provides:

> "Ad Hoc Committees. In addition to standing and special committees, the City Council shall from time to time establish ad hoc committees targeted toward specific issues. The ad hoc committees shall be established by resolution of the Council, with appointments to be made by the Mayor based on the expertise and expressed interest of the Councilmembers. The terms of the ad hoc committees shall not exceed one year unless reestablished or extended by resolution of the Council."

Generally, Ad Hoc Committees expire when they either achieve their purpose or through the passage of time.

On February 4, 2025, at the Mayor's request, the creation of an ad hoc for city manager selection was agendized for council consideration. Following council discussion, the City Council voted 7-0 to establish an Ad Hoc Committee comprised of Mayor Fugazi, Vice Mayor Lee, and Councilmember Enrìquez, for city manager selection (Attachment A - Resolution 2025-02-04-1505). Therefore, the purpose of the Committee originated with the Mayor's request for assistance in fulfilling her Charter obligations under Charter Section 1200.

The Ad Hoc Committee as described in the staff report and resolution was tasked with choosing a recruiter and narrowing down the candidate pool for interviews before the full Council. A recruitment contract was entered into on May 22, 2025 (Attachment B - Recruitment Contract). On June 6, 2025, the Ad Hoc Committee for City Manager Selection was dissolved.

Present Situation

Council Policy 4.02 allows two councilmembers to place an item on the agenda if requested during an open session.

At the June 24, 2025, City Council meeting, Councilmember Mario Enrìquez, requested the agendization of a discussion regarding the creation and dissolution of the Ad Hoc Committee for City Manager Selection and was joined by Councilmember Michael Blower. His request was also supported by Vice Mayor Jason Lee.

This agenda item provides a mechanism for the Council to discuss the creation and dissolution of the Ad Hoc Committee for City Manager Selection consistent with council direction.

FINANCIAL SUMMARY

There is no financial impact to the city in discussing the creation and dissolution of the Ad Hoc Committee for City Manager Selection.

Attachment A - Resolution 2025-02-04-1505
Attachment B - Recruitment Contract

Resolution No. 2025-02-04-1505

STOCKTON CITY COUNCIL

RESOLUTION ESTABLISHING THE AD HOC COMMITTEE FOR CITY MANAGER SELECTION AND APPOINTING COUNCILMEMBERS TO SERVE ON THE COMMITTEE

The City Council desires to establish an ad-hoc committee to interview and recommend candidates to the full Council for potential appointment to the position of City Manager; and

Council Policy 3.06 authorizes the City Council to establish ad-hoc committees targeted towards specific issues; and

The policy requires that ad-hoc committees be established by resolution of the Council, with appointments to be made by the Mayor based on the expertise and expressed interest of the Councilmembers; now, therefore,

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

1. This City Council hereby approves the formation of the Ad Hoc Committee for City Manager Selection.

2. The following Councilmembers are appointed to serve on the Ad-Hoc Committee:

Mayor Christina Fugazi

Vice Mayor Jason Lee

Councilmember Mario Enriquez

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PASSED, APPROVED, and ADOPTED February 4, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

ATTACHMENT B

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number: 425000656

1. This Agreement is entered into between the City of Stockton ("City") and Peckham & McKenney ("Contractor") to provide recruitment services for the City Manager as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: May 22, 2025 Terminates on: May 22, 2026

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 32,750

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Special Conditions Professional Services
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Peckham & McKenney
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature — Date: 05/19/2025

Anton Dahlerbruch, Managing Partner
Printed Name and Title of Person Signing

300 Harding, Suite 203D, Roseville, CA 95678
Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager — Date: 6/2/2025

ATTEST:
for Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

1.1 See attached proposal and scope of work: Attachment A, Recruitment for City Manager.

2. Project Scope

2.1 Conduct a national search to identify highly qualified candidates for the position of City Manager. Present a final candidate pool to the City Council for consideration.

3. Specifications

3.1 See attached proposal and scope of work: Attachment A, Recruitment for City Manager.

4. Major Deliverables

4.1 See attached proposal and scope of work: Attachment, Recruitment for City Manager.

5. Tasks That Support the Deliverables

5.1 See attached proposal and scope of work: Attachment, Recruitment for City Manager.

6. Internal and External Standards and Guidelines

6.1 The candidates presented for the City Manager vacancy must meet the minimum qualification listed in the class specification as reflected in Attachment B and as may be amended by the City.

7. Criteria of Acceptance for Deliverables

7.1 Throughout the process, all deliverables should be reviewed, confirmed, and approved by the City, ensuring full satisfaction with the recruitment approach, candidate selection, and communication efficiency. The project must remain flexible to meet the City's evolving needs while adhering to the overall objectives and timeline.

8. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____
_____
_____
_____

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

9. Key Personnel

(If applicable, type the name and contact information Key Personnel working on the Project.)

REV 2024-03-25

Exhibit B:
Insurance Requirements
(Consultants)

Contractor shall procure and maintain for the duration of the contract 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 and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office 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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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 authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

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 and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton

REV 2024-03-25

Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 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 time 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.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of 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 charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9. 1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. 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 Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. 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 requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

SPECIAL CONDITIONS PROFESSIONAL SERVICES

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EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is $32,750 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 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.

1.5 [Reserved]

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Recruitment of the City Manager	$32,750
	TOTAL PRICE	**$32,750**

2.1 The all-inclusive fee for the recruitment of the City Manager is $32,750. One-third of each fee is due as a retainer within 14 business upon commencing the recruitment process with the pre-recruitment meeting for each position. The remainder of each fee will be divided and billed in two separate, monthly invoices during the respective recruitment. Full payment of the professional fee is due three months from execution of the agreement or when a candidate has accepted an offer of employment, whichever comes first. The all-inclusive fee includes a combination of meetings, in accordance with the proposal, with the City. Requested additional meetings will be negotiated and billed accordingly. The fee for a subsequent recruitment or placement of the City Manager are described on page 7 of Attachment A.

3. Hourly Rates. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
N/A		$

4. Additional Fees. Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
N/A	$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton
City Manager's Office
Attention: City Manager
425 N. El Dorado Street
2nd Floor
Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

See attached proposal and scope of work:

- Attachment A: Recruitment for City Manager (Page 6)

EXHIBIT G

SPECIAL FUNDING TERMS AND CONDITIONS

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PECKHAM & MCKENNEY
EXECUTIVE SEARCH

April 17, 2025

Mayor Christina Fugazi, Vice Mayor Lee,
and Councilmembers Blower, Enriquez, Padilla, Ponce, and Vallapudua
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Via PDF/Email To: MayorFugazi@stocktonca.gov

Dear Mayor Fugazi and Members of the City Council,

Thank you for considering Peckham & McKenney for the City of Stockton recruitment for City Manager. Peckham & McKenney would be honored to work with the City in this important search. We look forward to the opportunity to specifically *find* exceptionally skilled and experienced candidates that will work effectively with you, serve City residents and the community, and work successfully with the staff team.

Peckham & McKenney is a well-established and experienced, honest and communicative, hardworking, and service oriented firm. We are known for achieving successful and long-term placements. As a firm that only conducts recruitments for cities, counties and special districts – and primarily in California, some of our distinguishing attributes include:

- We actively and personally search for, find, and pursue candidates throughout California and the nation. We don't act as a supermarket and wait for (or expect) prospective applicants to simply find a position on our website, in an ad, or from social media. Through an extensive personal and corporate network, and with a keen understanding of what our client is looking for, we market your opportunity and use the telephone and LinkedIn along with text, email and social media to *find* candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize a respectful, thorough, responsive, communicative, and complete process to represent our client in the best light, keep everyone informed, and make the recruitment process a positive experience. Furthermore, we communicate with applicants and treat them with respect.
- Your Recruiter is personally, solely, and directly responsible for all aspects of the search; your Recruiter is also your one point of contact. In other words, your Recruiter who knows about the City and the responsibilities of the vacant position handles all components of the recruitment (for example, preparing the Candidate Profile, conducting outreach, reviewing applicants, presenting applicants, facilitating interviews, and conducting reference checks).

ATTACHMENT B

The Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. As a Recruiter with Peckham & McKenney and as owner of the firm, I am proud to work with our team because we value and prioritize assisting public agencies in furtherance of good government; placing quality above quantity; and building long lasting relationships with those in the public service.

For this important position and search, I wii serve as your Recruiter. As a retired City Manager, former City Manager and previously on the CalCities Executive Board representing City Managers throughout the State, I am very familiar with Stockton and the region, know the skills and knowledge needed for an applicant to be successful as a City Manager, and well-connected to find candidates.

Attached is an example of a Candidate Profile that illustrates the information we collect, detail and utilize as a foundation for attracting applicants. Also attached is our proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience and fee. We charge a fixed, all-inclusive fee. We are proposing $32,750 that I'd be pleased to discuss. We would also be pleased to participate in an interview to meet you, present our proposal, and discuss our process and unique attributes as a search firm.

We are excited for the opportunity to implement the process leading to the successful placement of a candidate that "fits" the City's interests and we are ready to start immediately. Please feel free to call me at 310.567.1554 if there are any questions.

Sincerely,

Tony

Anton "Tony" Dahlerbruch
Executive Recruiter
Tony@PeckhamAndMcKenney.com

Enclosure:
City of Stockton – City Manager Search Proposal
Candidate Profile Example (City of Santa Barbara and City of Milpitas)

Peckham & McKenney
"All about fit"

City of Stockton

RECRUITMENT PROPOSAL

for

City Manager

April 17, 2025

PECKHAM & MCKENNEY
EXECUTIVE SEARCH

Peckham & McKenney
EXECUTIVE SEARCH

Serving local governments (cities, counties, districts) by conducting recruitments and placing management and executive leaders that fit the personnel needs and interests of agencies.

ATTACHMENT B

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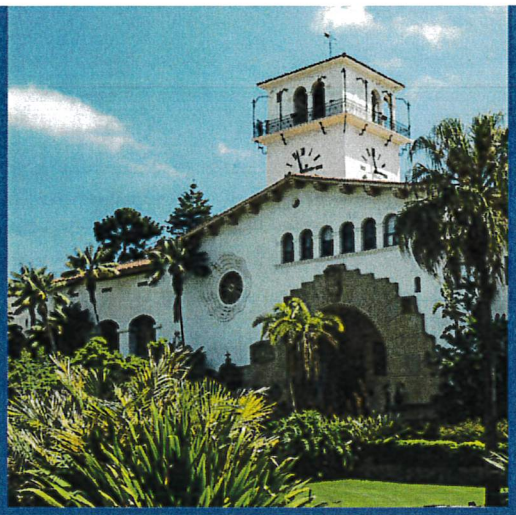
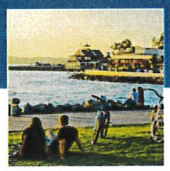
ATTACHMENT B



Why Choose Us?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is "All about fit". Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.

For more information, please visit our website at **www.PeckhamAndMcKenney.com.**

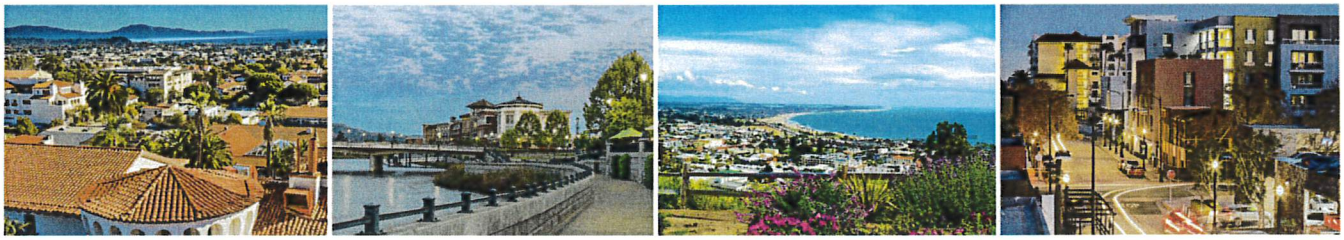


Our commitment to you

Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a "people" related industry and that attention to others' needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- **We do not recruit our placements — ever.** Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.

EXPERIENCE



With our recruitment team that solely consists of retired City Managers, Assistant City Managers, Police Chiefs and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. A few of our most recent recruitments related specifically to City Manager have been:

- City Manager, City of Manteca, CA
- City Manager, City of Milpitas, CA
- City Manager, City of San Luis Obispo, CA
- City Administrator, City of Santa Barbara, CA
- City Manager, City of Santa Maria, CA
- City Manager, City of Sunnyvale, CA
- Assistant City Manager, City of Tracy, CA

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website (here); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The numerous compliments we have received from applicants fairly illustrate this reputation.

Comfortable and Professional Experience

"I'd like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It's my hope that our professional paths may cross again in the future." **Candidate**

Straightforward, Friendly, and Humane Recruitment Process

"I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I've ever participated in. And I would feel the same way even if the outcome was not successful for me." **Candidate**

Proactive and Responsive

Diana worked with the City to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the City to select from. Diana was proactive from our very first meeting and always very responsive. The City team valued Diana's integrity, opinion and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

You Made Me Feel So Comfortable

"This is my first time working with a recruiting company, and I'm so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful." **Candidate**

Testimonials from clients and candidates are at https://www.peckhamandmckenney.com/testimonials.

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

City of Santa Maria, CA – City Manager
Mayor Alice Patino and / or David Rowlands, City Manager
(805) 925-0951 x 2188; apatino@cityofsantamaria.org or (805) 925.0951 x2200; drowlands@cityofsantamaria.org

City of San Luis Obispo, CA – City Manager
Mayor Erica Stewart, Members of the City Council and / or Whitney McDonald, City Manager
(805) 540-1154; estewart@slocity.org or (805) 781-7114; wmcdonald@slocity.org

City of Santa Barbara, CA –City Administrator
Mayor Randy Rowse, Members of the City Council and / or Kelly McAdoo, City Administrator
(805) 564-5322; rrowse@santabarbaraca.gov or (805) 564-5305; kmcadoo@santabarbaraca.gov

City of Palo Alto
Nick Raisch, Assistant Human Resources Director
(650) 329-2806; Nicholas.raisch@paloalto.gov

YOUR RECRUITMENT TEAM

Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

Peckham & McKenney Team

The Executive Recruiter for you in this search is Tony Dahlerbruch.

Tony Dahlerbruch, Executive Recruiter
Managing Member (owner) of Peckham & McKenney Executive Search

Tony worked in local government over 30 years before joining the Peckham & McKenney team. His experience spans most every city department in the Cities of Beverly Hills, California; Scottsdale and Phoenix, Arizona; and Rockville, Maryland, with ultimately serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. Tony has represented the City Managers Department in CalCities as a two term Director on the Executive Board, President of City Managers Department, and member of numerous Policy Committees. He has also served as a Regional Vice President on the Executive Board of the International City/County Management Association. Tony holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Tony is supported by the following team.

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

ATTACHMENT B

Tayler Bergstrom, Research Assistant

Tayler Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Tayler is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Tayler graduated from UC San Diego with a Bachelor of Science degree in Psychology.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

Peckham & McKenney
"All about fit"

The Search Process and Schedule

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:

Project Organization (pre-recruitment) – We will meet to discuss the search timeline, process and logistics for conducting a successful search.

Development of the Candidate Profile (2 weeks) – We will meet with agency members to listen to specific expectations of the position; learn the background and experiences desired in the ideal candidate; and understand the organizational culture and interests to create an attractive Candidate Profile marketing brochure.

Recruitment (4 to 6 weeks) – Our main focus in outreach will be direct, personal contact with quality potential candidates. Additionally, ads will be placed in industry publications and social media to broadly market the opportunity. Our client agency is continuously updated on our progress.

Supplementary Review (2 weeks) – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear in most alignment with the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary telephone interviews. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

Recommendation of Candidates/Selection of Finalists (1 week) – A report will be provided to the agency that includes, among a variety of documents, a full listing of all candidates for review and the materials submitted by candidates recommended for an interview.

Interview Process (2 weeks) – Your recruiter will facilitate the interview process, inclusive of an orientation session at the beginning, and a discussion of candidates at the end.

Qualification (1 week) – Once a finalist is selected, a reference check and thorough background check will be conducted. Assistance with negotiating compensation will also be provided.

Cost of Services

The proposed fee to conduct the search process for your next City Manager is $32,750. This is an all-inclusive fee for the services to achieve success in your search as described below. Additional services can be provided and negotiated accordingly.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

Process of Payment

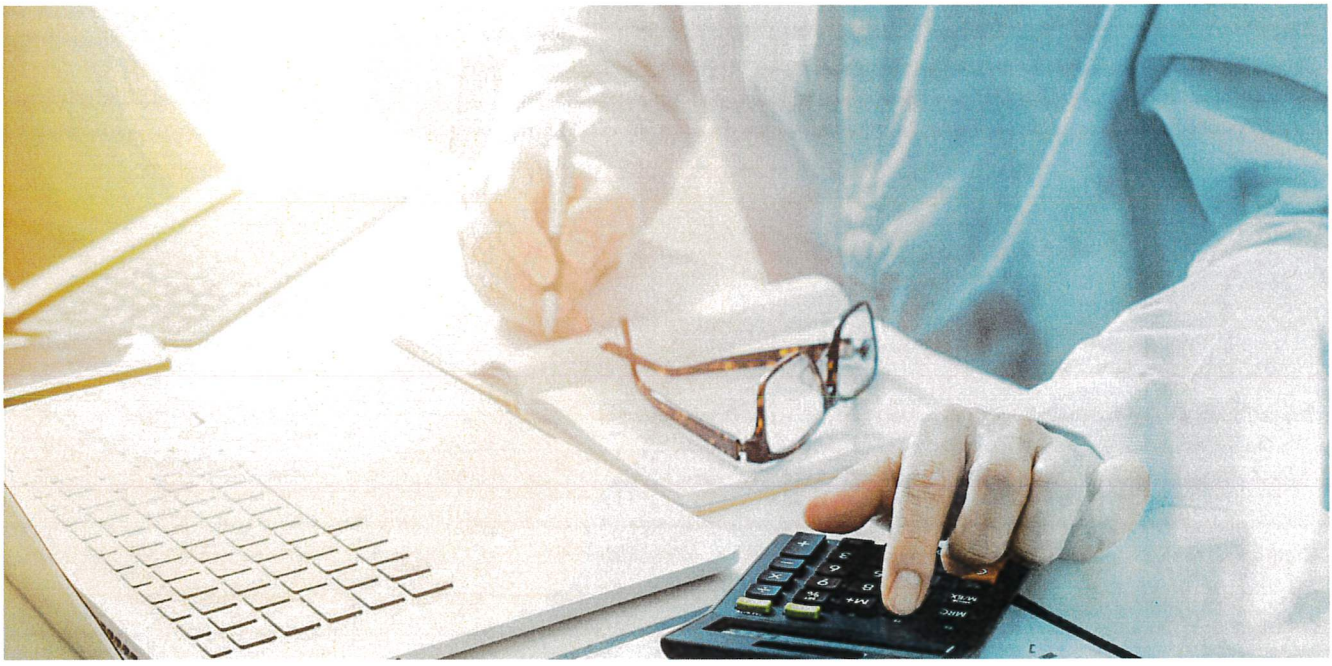
One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

Insurance

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit), Commercial General Liability Insurance ($2,000,000 General Liability, and $4,000,000 Products) and Automobile Liability Insurance ($1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.



Guarantee

We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.

Our Guarantee:

- We will connect with the City in 6 months and 1 year after the appointment to check-in,
- We will conduct a second search within 6 months of our search process if a candidate is not placed, and
- If the placement vacates the position within 1 year from the date of accepting the offer, we agree to conduct a second search within 6 months of the vacancy as follows:

Because of how we conduct recruitments, it is unusual that we are unsuccessful in providing a placement, an individual is not placed, or the placement vacates the position within a year. In the unlikely event that a second search is necessary, the second search will be conducted within 6 months for the discounted fixed fee of $28,000 (external candidates only, and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

Diversity Statement

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN) and CivicPRIDE as well as the National Diversity Network to ensure placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

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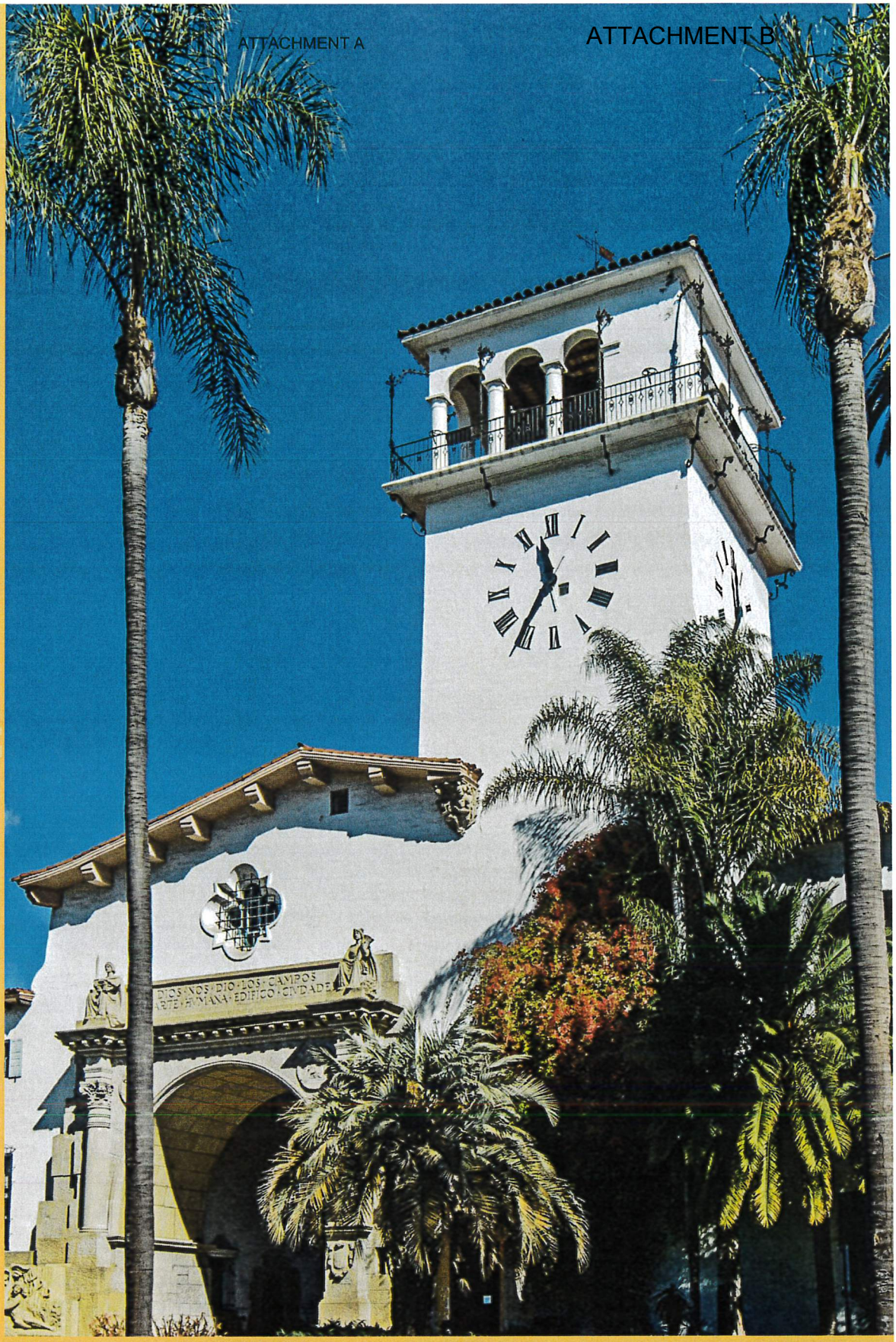


PECKHAM & MCKENNEY
EXECUTIVE SEARCH

City Administrator

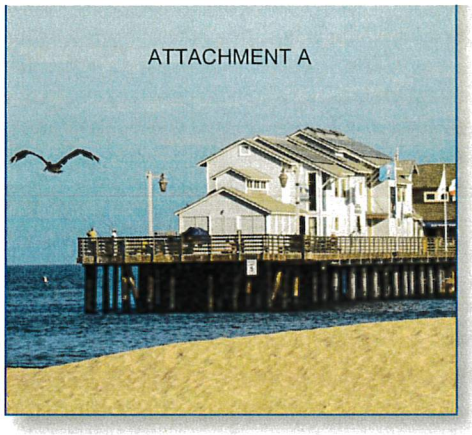
City of Santa Barbara, California

ATTACHMENT B

The Community

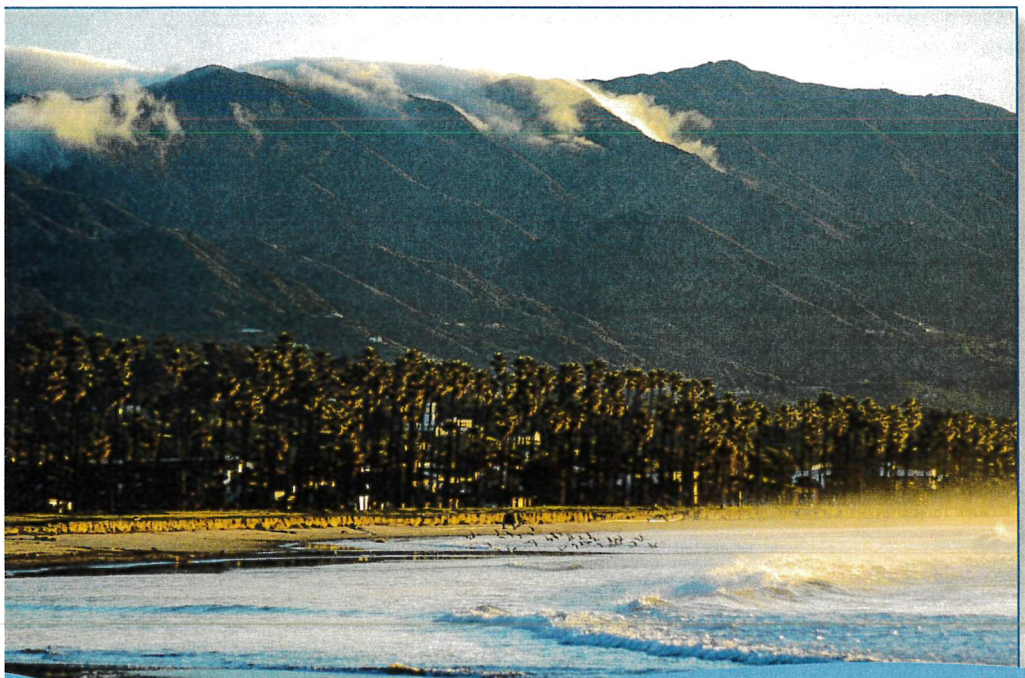
Idyllically located on the central California coast, Santa Barbara (Spanish for "Saint Barbara") comprises a total of 21 square miles with a culturally diverse population of approximately 88,000 and enjoys a nearly perfect climate year-round. According to **recent statistics**, the Santa Barbara South Coast region (including Santa Barbara, Goleta, Montecito and Summerland) welcomes 7.2 million visitors annually, which equates to 28,000 daily visitors. Visitors and residents alike have an abundance of world-class shopping, dining, resort accommodations, outdoor activities and miles of beautiful pristine beaches and coastline to choose from. In addition, the region offers a variety of amenities that are highly attractive to those with an active lifestyle. Residents and visitors can enjoy jogging, bike riding, rollerblading, and/or a leisurely stroll along the numerous pathways, wharf and harbor. Kayaking, boating, sport fishing, or whale watching in the area's scenic harbor are other options in which outdoor enthusiasts can indulge.

Adding to the City's superb quality of life, the City of Santa Barbara is home to world renown attractions and destinations such as the Mission Santa Barbara, the Santa Barbara Zoo, Stearns Wharf,



Botanic Gardens, Shoreline Park, Earl Warren Showgrounds, and State Street. Catering to the City's contemporary side is also the City's unique "Funk Zone" that features boutique tasting rooms, cafes, and galleries. Santa Barbara and the immediate adjacent area additionally serve as home to several colleges and universities including the acclaimed research institution University of California, Santa Barbara; Westmont College; Antioch University; and Santa Barbara City College.

With its spectacular mountains, sparkling-blue ocean, incredible landscapes, mission style architecture, and year-round sunny weather, Santa Barbara is one of the most beautiful places to live and work and is often referred to as "the American Riviera." For more information about the City of Santa Barbara, please visit **https://www.santabarbaraca.gov**.



The Organization

The City of Santa Barbara is a full-service **Charter** city managed under the Council-Manager form of government. The seven member City Council is elected by district except for the position of Mayor, who is elected at-large. Three (3) City Council positions will be on the 2024 ballot.

The City Council is responsible for the appointment of the City Administrator, City Attorney, City Clerk and City Treasurer. The City Administrator is responsible for the administration of all City operations. Under the City Administrator, City services are provided by 15 Departments: Airport, City Administrator, City Attorney, City Clerk, Community Development, Finance, Fire, Human Resources, Information Technology, Library, Parks and Recreation, Police, Public Works, Sustainability and Resilience, and Waterfront. The City operates with a combined all-Fund **2024 and 2025 fiscal year budget** of $635 million and $645 million, respectively. Specifically, the budget is comprised of General Fund operating and capital budget expenditures of approximately $221 million and $88 million for FY 2024, and $212 million and $83 million for FY 2025, respectively. The staff team totals approximately 1,085 full-time equivalent employees.

Over the last several years, the City of Santa Barbara has experienced employee retirements that resulted in the addition of new personnel at all levels of the organization. As such, a significant number of professionals have joined the City's executive team within the last three years. This has positioned the City to embark on organizational development and culture change; service delivery enhancements, innovation and process improvements; and projects focused on economic development, revitalization of State Street, workforce and employee housing, and homelessness. One significant project progressing through the City is the **repurposing**

ATTACHMENT B

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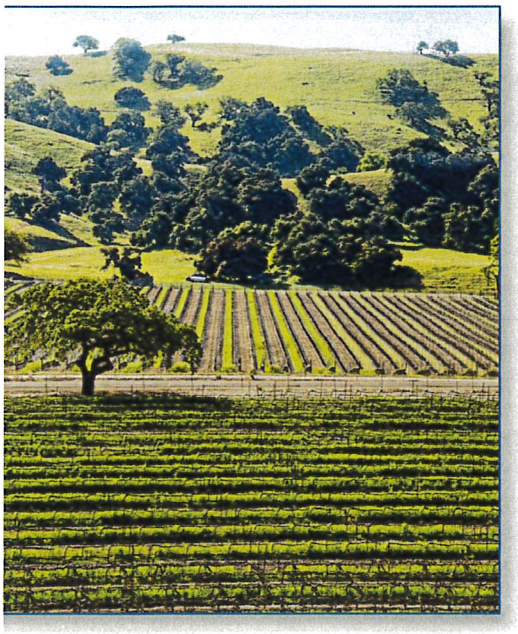
and redevelopment of the commercial property on State Street known as Paseo Nuevo. Another is the property known as La Cumbre Plaza. Key to both projects and citywide development is ensuring they occur in a manner consistent with the desired character of the community.



The Position

The City Administrator must be a collaborative, personable, team oriented, empowering, and accessible leader. The successful candidate must also possess strong leadership, management, financial, and project management skills for fostering communication and cooperation and for driving the City towards a prosperous future. The selected candidate should embody and present the qualities of confidence, humility, composure, and people-centricity while serving as a dependable and highly regarded resource for elected and appointed officials, as well as the general public. To fulfill these duties effectively, it is imperative that the City Administrator possesses prior experience within an organization of comparable complexity.

The City Administrator is expected to be a champion of the City and the staff team, solution and customer service-oriented, innovative, and a change agent. As such, the City Administrator should be oriented to, and model, finding creative solutions to get to "yes". The new City Administrator should also be a consensus-builder and welcome challenges as opportunities.

Furthermore, and with excellent judgment, communication expertise, emotional intelligence, political savvy, and interpersonal skills, the City Administrator must:

- Serve as a "north-star" for administration of the City, strategy and vision, and decision making.
- Value and have a track record of fiscal acumen and financial acuity.
- Be adept at leveraging assets to achieve initiatives.
- Embed themselves in the community to understand, relate and engage; connect with people from all cultural, ethnic, educational, social and economic backgrounds.
- Understand multiple perspectives for achieving goals and solutions.
- Instill and model high standards and accountability for leading a high-performing and high-functioning team.
- Be technologically astute for the pursuit of innovation.
- Understand and perform consistently within the parameters of the City Charter.
- Embrace, embody, and champion diversity, equity, inclusion and accessibility so they are threaded into the fabric of all City operations and affairs.
- Create and maintain the City of Santa Barbara as an employer of choice inclusive of addressing compensation, succession planning, talent retention and attraction, and work/life balance for representing the City as a role model to others.
- Be apolitical for facilitating policy development and implementing programs.
- Have the energy and intent to lead the organization for the long-term and fulfill the City's vision.
- Break and remove barriers for addressing local and regional issues.

Additional priorities for the successful candidate include enhancing revenue; furthering the vision and goals of environmental sustainability and resiliency; developing programs and opportunities in support of youth and open space; building partnerships with public, non-profit and private organizations of all sizes and constituents; and building a new Police Station.

To serve as City Administrator, applicants must have experience in the duties and responsibilities of serving as a City or County Manager, Administrator, or Deputy/Assistant in a full-service agency for at least five (5) years, or the equivalent, in a public sector position. The typical education for the position includes a Bachelor's degree in public administration, business administration, urban planning or a related field. The ability to speak Spanish, a Master's degree and/or participation in local government leadership programs are highly desirable. In recognition of disaster and emergency response, and consistent with the City Charter, it is further strongly desired that the successful candidate have residency in the City of Santa Barbara.

ATTACHMENT A

ATTACHMENT B

Search Schedule

Filing Deadline: ..... December 1, 2023

Preliminary Interviews: ..... December 4 – 15, 2023

Recommendation of Candidates: ..... December 18, 2023 – January 10, 2024

In-person interviews: ..... January 16 and January 17, 2024

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

The Compensation

The successful candidate will be offered a competitive salary with an outstanding benefits package. The salary range is $282,877 - $342,281 annually. The starting salary for the selected candidate will reflect the candidate's work experience and track record of career success.
The City of Santa Barbara offers an outstanding benefits package, including:

Car Allowance: $706/ month.

Cell Phone Allowance: $50 per month.

Deferred Compensation (457) Savings Plan: Available.

Employee Assistance Program (EAP): Available for employees and family members.

Flexwork/Telecommuting: Available.

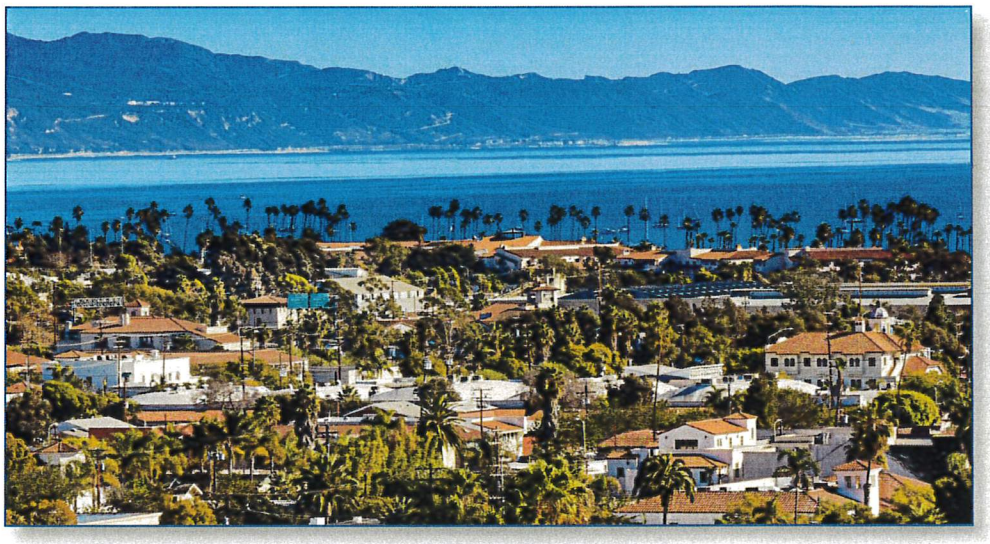
Health Insurance (including medical, dental, and vision benefits): Available under the Cafeteria 125 Plan. The City contributes $1,718 / month. The employee distributes this money toward the various cafeteria plan options.

Holidays: 12 holidays are observed / year.

Management Leave: 40 hours each July 1st (pro-rated the first year).

Medicare: Employee pays 1.45% of salary towards future Medicare benefits.

Personal Leave: 32 hours provided each July 1st (pro-rated the first year).



Retirement: PERS Miscellaneous formula: "Classic" members: 2.7% @ 55; employee contributes 8% of salary. "New" members: 2% @ 62; employee contributes 6.75% of salary. The City does not participate in Social Security.

Relocation: The City will assist with a portion of the moving expenses up to $15, 974 and housing equal to 12% of base salary for the first year of employment if the candidate needs to relocate to the Santa Barbara/ South Coast region. The City is also an employer-member of the Coastal Housing Partnership which offers regular employees with home loan assistance and rental reductions.

Sick Leave: Accrued at the rate of 96 hours / year.

Vacation: Accrued at 160 hours / year, increasing with City service.

The Recruitment Process

To apply for this key position and exciting career opportunity, please visit our website at:

Peckham & McKenney
www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Anton "Tony" Dahlerbruch at 310.567.1554 or toll-free at 866.912.1919, if you have any questions regarding this position or the recruitment process.

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ATTACHMENT A

ATTACHMENT B

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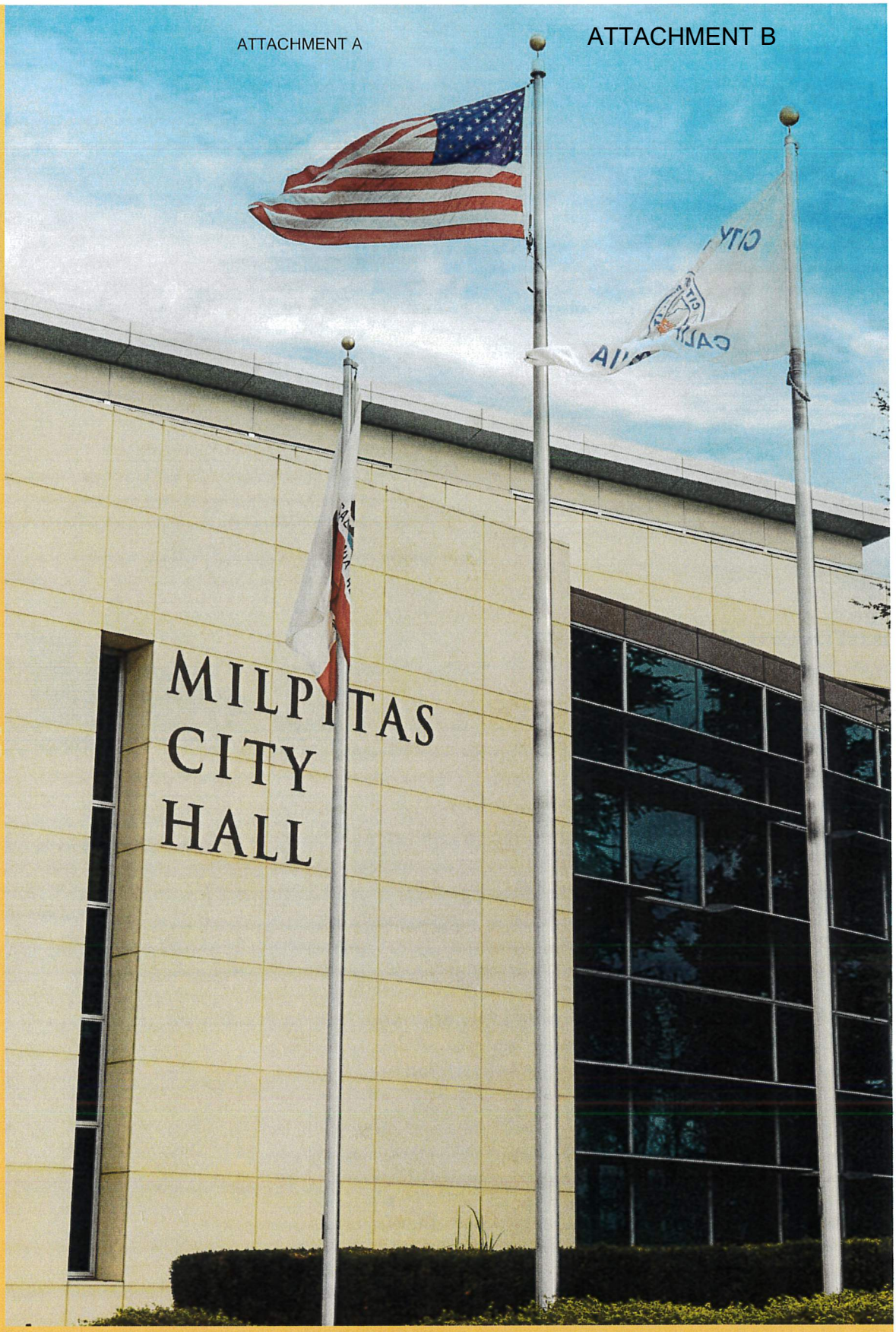
"All about fit"



PECKHAM & MCKENNEY
EXECUTIVE SEARCH

City Manager

City of Milpitas, California

The Community

Located at the southern tip of the San Francisco Bay, the City of Milpitas is a progressive 13.63 square mile community that is known as the "**Crossroads to Silicon Valley**". With **a diverse residential population of approximately 80,000** that doubles with business activity and visitors during business hours, the City is recognized as one of the **top cities for Science, Technology, Engineering and Mathematics (STEM) related jobs**; approximately 28% of the jobs are in the STEM category "ranking the city fifth in the nation". As home to several of the world's major technology companies, the City is situated between two major freeways (I-880 and I-680), State Route 237, and a County expressway and is served by both light rail and BART.

Contributing to the City's attraction as a very special community to live and work are its retail, dining, and transit oriented development. The City of Milpitas is home to the famous Great Mall of the Bay Area adjacent to the Milpitas Transit Center, and the well-known Milpitas Square shopping center, and inclusive of diverse retail and services. In addition, with an **overall niche grade of "A"**, the City is known for its numerous recreational opportunities including beautiful **parks, trails and bike paths** plus an excellent **school system**. The multitude of outstanding recreational opportunities includes aquatics, and cultural arts, sports leagues and activities, youth and senior programming and activities. Milpitas is home to an industrious and well-educated community with an average household income exceeding the County average. **The homeownership rate is close to 65%** and the housing market in Milpitas remains affordable relative to the majority of Santa Clara County.

The City Government

Incorporated in 1954, the City of Milpitas is a general-law city that operates under the Council-Manager form of government. Policy-making and legislative authority are vested in the City Council, which consists of five members elected at large on a nonpartisan basis. Milpitas is a full-service city which includes Police, Fire, water & sewer utilities and a former Redevelopment Agency. With the priorities of Public Safety, Affordable Housing, Community Wellness and Open Space, Economic Development and Job Growth, Environment, Governance and Administration, and Transportation and Transit, the City is financially stable with a **proposed FY 2023-24 General Fund budget** of $129.4 million, $102.3 million Capital Improvement and Other Funds Budget, and 452 full time equivalent (FTE) positions. During this Coronavirus Pandemic, the City made swift sound financial decisions which enabled it to adopt a balanced budget, without use of reserves and/or Federal American Rescue Plan Act (ARPA) funds. The City has substantial reserves for Contingency, Budget Stabilization, Pension Section 115 Trust, Other Post Employment Benefit (OPEB), and various water and sewer reserves along with an unassigned Fund Balance of approximately $60 million.

For more information regarding the City of Milpitas, please visit: **www.ci.milpitas.ca.gov**

The Position

The City Manager is one of two positions appointed by the City Council (the other is the City Attorney). The position is responsible for implementing the goals and policies of the City Council, overseeing and implementation of the day-to-day operations and services of the City, and providing direction and supervision to all City personnel. As such, the City Manager is responsible for presenting and implementing the City's budget and providing thorough recommendations and guidance as well as complete, timely, and accurate information to the City Council; handling personnel issues; implementing efficient operations; instituting best practices; and maintaining a culture of responsiveness and up-to-date communications. Understanding that the City Manager must be concurrently and at all times responsive, supportive, and attentive to the City Council, community, and staff, the position requires an excellent

Milpitas Bart Station

ATTACHMENT B

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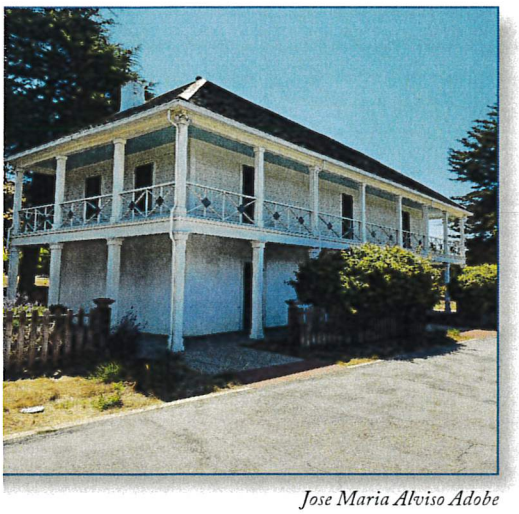
listener, political savvy and emotionally intelligent individual, consensus builder and collaborator, and a caring, humanistic people-oriented person who understands their multi-faceted role mindful of not being a sixth member of the City Council. Moreover, for the prospering and progress of the organization, issues and crisis that arise, and disaster/emergency situations that face the community and organization, the position requires a professional leader who is experienced in making tough decisions and organization management.



Jose Maria Alviso Adobe

The City Manager for the City of Milpitas must be an astute and apolitical team builder, partner, facilitator, and problem solver for working with elected officials, the staff team, community, stakeholders, organizations, and all others. Important knowledge and experience for serving in the position includes a background in finance/budget, public relations, communications, human relations, and project management.

The Ideal Candidate

The City of Milpitas seeks a communicative and ethical leader that is passionate about public service; a practitioner of the Council-Manager form of government; an experienced manager who will achieve the goals, objectives and mission of the City; a professional that understands how to effectively work with the City Council, staff and community fairly, equally and impartially; and a responsive individual who cares, listens, and engages with the City Council, staff and community. Furthermore, the ideal candidate is a professional with a foundation and experience in delivering government services; providing policy guidance recommendations; balancing all aspects of the City Manager's roles and responsibilities; administering the implementation of best practices and efficiencies; and candid, honest, conversational, and transparent with all City Council members while concurrently responsive and respectful for implementing their policy direction. For example, it is important that the City Manager be conversant and engage with the City Council in strategic planning, developing alternatives and recommendations, and presenting analysis for effective decision making. Additionally, the ideal candidate will be engaged in City business and empower staff while knowledgeable of staff activities. Overall, the City Manager must be a trusted resource with integrity and be honest and truthful in all matters.

In preparation for this search to fill the position of City Manager, the City Council identified and prioritized the competencies of the ideal City Manager. In priority order, the City Council identified the following as the most significant attributes of the ideal applicant: ethical leader, fiscally prudent, team builder, strong in interpersonal skills and relationship building, and experience in economic development and finance/budget. Other attributes of the ideal applicant is an individual with a collaborative and participatory leadership style, negotiating skills, empathy and emotional intelligence, experience in human relations and labor relations, community oriented, and both innovative and adaptive. As such, the City is seeking a City Manager that is cost conscious, financial savvy, and fiscally prudent for steering, recommending and implementing policies, programs and practices in ways that are supportive of City Council and community goals. Key focus areas for the City Manager include creating and maintaining an organizational culture of service with both revenue generation and revenue preservation, revitalizing downtown, and improving the use of underutilized city facilities and properties. In addition, it is important that the City Manager maintain the City's positive partnership with the school district, work with partners to attract business, develop and implement plans for beautifying the City, and prioritize public safety.

Delano Manongs Par

Required for the position is a combination of knowledge, experience and education that would likely provide the knowledge and abilities to serve as City Manager. A typical way to obtain the knowledge and experience for serving as City Manager would be 4 to 7 years of work in city government, management and administration, including having senior level and supervisory responsibilities as a Department Head, Assistant City Manager and/or City Manager related to serving in a City Manager's

Office, delivering public service and accomplishing projects, and/or working with elected officials. A typical education is a Bachelor's degree in business administration, public administration, political science or a closely related field. A Master's degree from an accredited college or university is desired. Upon being hired, a valid Class C California Driver's License will be required.

The Compensation

The City Manager is an at-will position under an employment agreement. The current salary is $334,367; placement is negotiable and dependent upon qualification and experience of the successful candidate. The City of Milpitas offers an attractive benefits package, including:

Retirement: Membership in CalPERS 2% @ 60, or 2% @ 62, 6.25% 2019-2020 Employee Contribution, (PEPRA) with three-year average salary, 7% Employee Contribution, (Classic) with three-year average salary.

Medical Insurance: City pays for coverage up to the Kaiser rate for single, dependent and/or family coverage.

Dental & Vision: City provides full family coverage for dental and vision at no cost to the employee.

Life Insurance: City provides $50,000 term policy.

Deferred Compensation: City contributes $75 per month on the employee's behalf into a 401(a).

ATTACHMENT A

Search Schedule

ATTACHMENT B

Filing Deadline	August 18, 2023
Preliminary Interviews	August 21- September 1, 2023
Recommendation of Candidates	September 5, 2023
Finalists In-Person Panel Interviews	September 14 and 15, 2023

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

Vacation: Accrual tier will be based on total years of public service. Employees earn 16-36 days of vacation based on years of service. Unrepresented Employees may elect to cash out up to 80 hours of accrued vacation hours each calendar year. Employees must follow the IRS rules of Constructive Receipt.

Management Incentive Leave: 16+ days accrued per year.

Holidays: Employees receive 12 paid holidays and one (1) floating holiday per year.

Sick Leave: Employees earn 12 days annually.

Car Allowance: $550 per month.

Tuition Reimbursement: Employees are eligible to receive up to $3,000 per fiscal year in tuition reimbursement.

Fitness Program: Employees are provided free access to City Sports and Fitness facility and programs.

Fire Department Training

The Recruitment Process

To apply for this exciting career opportunity, please visit our website:

Peckham & McKenney
www.peckhamandmckenney.com

Please do not hesitate to contact Anton "Tony" Dahlerbruch at 310.567.1554 if you have any questions regarding this position or recruitment process.

Milpitas July 4 Celebration

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EXECUTIVE SEARCH
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ATTACHMENT B

City of Stockton

City Manager

CLASS CODE 00005

SALARY $167.34 Hourly

$13,387.24 Biweekly

$348,068.16 Annually

REVISION DATE November 23, 2004

DEFINITION

Under policy direction of the City Council, plans, organizes, coordinates and administers through management staff, all City functions and activities; provides policy guidance and coordinates the activities of department heads; fosters cooperative working relationships with civic groups, intergovernmental agencies and City staff; performs related work as assigned.

CLASS CHARACTERISTICS

This class has overall responsibility for policy development, program planning, fiscal management, administration and operation of all City functions, programs and activities. The incumbent is responsible for accomplishing Council/City goals and objectives and for ensuring that the community is provided with desired and mandated services in an effective, cost efficient manner.

PRINCIPAL DUTIES (Illustrative Only)

1. Plans, organizes, coordinates, and directs through City officers, department heads, and support staff the work of the City; coordinates the work of City departments reporting directly to the City Council.

2. Develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the City.

3. Works closely with the Mayor, City Council, boards and commissions, a variety of public and private organizations, and citizen groups in implementing programs and projects to solve identified problems.

4. Advises the City Council on issues and programs; prepares and recommends long-range plans for City services and programs and develops specific proposals for action on current and future City needs.

5. Makes final interpretations of City regulations and various ordinances, codes and applicable laws to ensure compliance.

6. Has responsibility for the preparation and administration of the annual budget for the City.

7. Represents the City in contacts with governmental agencies, community groups, and various business, professional and other organizations directly or through subordinate staff.

8. Coordinates the preparation of a wide variety of reports or presentations to the City Council or outside agencies.

9. Directs the selection, supervision, and the work evaluation of departmental personnel.

10. Monitors and directs Citywide employee relations staff development and grievance procedures; directs the development and implementation of management systems, procedures and the application of standards for program evaluation on a Citywide basis.

QUALIFICATIONS

Knowledge of:

- Administrative principles and methods, including goal setting, program and budget development and implementation and employee supervision;
- Principles, practices and program areas related to the management of municipal functions;
- Applicable legal guidelines and standards affecting City administration;
- Funding sources impacting program and service development;
- Social, political, and environmental issues influencing municipal program administration.

Skill in:

- Planning, organizing, administering, and coordinating a variety of large and complex municipal services and programs;
- Selecting, motivating, and evaluating staff and providing for their training and professional development;
- Developing and implementing goals, objectives, policies, procedures, work standards, and internal controls;
- Analyzing complex technical and administrative problems, evaluating alternative solutions and adopting effective courses of action;
- Preparing clear and concise reports, correspondence, and other written materials;
- Establishing and maintaining cooperative working relationships with the City Council, and a variety of citizens, public and private organizations, boards and commissions, and City staff;
- Exercising sound, independent judgment within general policy guidelines.

Other Requirements:

ATTACHMENT B

Must possess a valid California driver's license.

A typical way of gaining the knowledge and skills outlined above is:

Equivalent to graduation from a four-year college or university and substantial management and administrative experience in a large municipal government or similar public agency setting.

HISTORICAL NOTE

Established: 07/01/1923
Resolution: CC 6113
Exempted: 04/14/1941
Ordinance: 1606
Spec Amended: 03/21/1968
Resolution: CS 3827
Exempted: 11/12/1985
Resolution: CC85-0684
Exempted: 11/12/1985
Resolution: CC85-0684

Unit: Unrepresented/CM
Employment Status: At-Will
FLSA Status: Exempt
CS Status: Unclassified

REV 2024-03-25

Exhibit B:
Insurance Requirements
(Consultants)

Contractor shall procure and maintain for the duration of the contract 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 and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office 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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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 authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the 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 the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

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 and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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.

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

The address for mailing certificates, endorsements and notices shall be:

City of Stockton

REV 2024-03-25

Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

ATTACHMENT B

City of Stockton

City Manager

CLASS CODE 00005

SALARY $167.34 Hourly

$13,387.24 Biweekly

$348,068.16 Annually

REVISION DATE November 23, 2004

DEFINITION

Under policy direction of the City Council, plans, organizes, coordinates and administers through management staff, all City functions and activities; provides policy guidance and coordinates the activities of department heads; fosters cooperative working relationships with civic groups, intergovernmental agencies and City staff; performs related work as assigned.

CLASS CHARACTERISTICS

This class has overall responsibility for policy development, program planning, fiscal management, administration and operation of all City functions, programs and activities. The incumbent is responsible for accomplishing Council/City goals and objectives and for ensuring that the community is provided with desired and mandated services in an effective, cost efficient manner.

PRINCIPAL DUTIES (Illustrative Only)

1. Plans, organizes, coordinates, and directs through City officers, department heads, and support staff the work of the City; coordinates the work of City departments reporting directly to the City Council.

2. Develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the City.

3. Works closely with the Mayor, City Council, boards and commissions, a variety of public and private organizations, and citizen groups in implementing programs and projects to solve identified problems.

4. Advises the City Council on issues and programs; prepares and recommends long-range plans for City services and programs and develops specific proposals for action on current and future City needs.

5. Makes final interpretations of City regulations and various ordinances, codes and applicable laws to ensure compliance.

6. Has responsibility for the preparation and administration of the annual budget for the City.

7. Represents the City in contacts with governmental agencies, community groups, and various business, professional and other organizations directly or through subordinate staff.

8. Coordinates the preparation of a wide variety of reports or presentations to the City Council or outside agencies.

9. Directs the selection, supervision, and the work evaluation of departmental personnel.

10. Monitors and directs Citywide employee relations staff development and grievance procedures; directs the development and implementation of management systems, procedures and the application of standards for program evaluation on a Citywide basis.

QUALIFICATIONS

Knowledge of:

- Administrative principles and methods, including goal setting, program and budget development and implementation and employee supervision;
- Principles, practices and program areas related to the management of municipal functions;
- Applicable legal guidelines and standards affecting City administration;
- Funding sources impacting program and service development;
- Social, political, and environmental issues influencing municipal program administration.

Skill in:

- Planning, organizing, administering, and coordinating a variety of large and complex municipal services and programs;
- Selecting, motivating, and evaluating staff and providing for their training and professional development;
- Developing and implementing goals, objectives, policies, procedures, work standards, and internal controls;
- Analyzing complex technical and administrative problems, evaluating alternative solutions and adopting effective courses of action;
- Preparing clear and concise reports, correspondence, and other written materials;
- Establishing and maintaining cooperative working relationships with the City Council, and a variety of citizens, public and private organizations, boards and commissions, and City staff;
- Exercising sound, independent judgment within general policy guidelines.

Other Requirements:

ATTACHMENT B

Must possess a valid California driver's license.

A typical way of gaining the knowledge and skills outlined above is:

Equivalent to graduation from a four-year college or university and substantial management and administrative experience in a large municipal government or similar public agency setting.

HISTORICAL NOTE

Established: 07/01/1923
Resolution: CC 6113
Exempted: 04/14/1941
Ordinance: 1606
Spec Amended: 03/21/1968
Resolution: CS 3827
Exempted: 11/12/1985
Resolution: CC85-0684
Exempted: 11/12/1985
Resolution: CC85-0684

Unit: Unrepresented/CM
Employment Status: At-Will
FLSA Status: Exempt
CS Status: Unclassified

April 17, 2025

Mayor Christina Fugazi, Vice Mayor Lee,
and Councilmembers Blower, Enriquez, Padilla, Ponce, and Vallapudua
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Via PDF/Email To: MayorFugazi@stocktonca.gov

Dear Mayor Fugazi and Members of the City Council,

Thank you for considering Peckham & McKenney for the City of Stockton recruitment for City Manager. Peckham & McKenney would be honored to work with the City in this important search. We look forward to the opportunity to specifically *find* exceptionally skilled and experienced candidates that will work effectively with you, serve City residents and the community, and work successfully with the staff team.

Peckham & McKenney is a well-established and experienced, honest and communicative, hardworking, and service oriented firm. We are known for achieving successful and long-term placements. As a firm that only conducts recruitments for cities, counties and special districts – and primarily in California, some of our distinguishing attributes include:

- We actively and personally search for, find, and pursue candidates throughout California and the nation. We don't act as a supermarket and wait for (or expect) prospective applicants to simply find a position on our website, in an ad, or from social media. Through an extensive personal and corporate network, and with a keen understanding of what our client is looking for, we market your opportunity and use the telephone and LinkedIn along with text, email and social media to *find* candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize a respectful, thorough, responsive, communicative, and complete process to represent our client in the best light, keep everyone informed, and make the recruitment process a positive experience. Furthermore, we communicate with applicants and treat them with respect.
- Your Recruiter is personally, solely, and directly responsible for all aspects of the search; your Recruiter is also your one point of contact. In other words, your Recruiter who knows about the City and the responsibilities of the vacant position handles all components of the recruitment (for example, preparing the Candidate Profile, conducting outreach, reviewing applicants, presenting applicants, facilitating interviews, and conducting reference checks).

ATTACHMENT B

The Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. As a Recruiter with Peckham & McKenney and as owner of the firm, I am proud to work with our team because we value and prioritize assisting public agencies in furtherance of good government; placing quality above quantity; and building long lasting relationships with those in the public service.

For this important position and search, I wii serve as your Recruiter. As a retired City Manager, former City Manager and previously on the CalCities Executive Board representing City Managers throughout the State, I am very familiar with Stockton and the region, know the skills and knowledge needed for an applicant to be successful as a City Manager, and well-connected to find candidates.

Attached is an example of a Candidate Profile that illustrates the information we collect, detail and utilize as a foundation for attracting applicants. Also attached is our proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience and fee. We charge a fixed, all-inclusive fee. We are proposing $32,750 that I'd be pleased to discuss. We would also be pleased to participate in an interview to meet you, present our proposal, and discuss our process and unique attributes as a search firm.

We are excited for the opportunity to implement the process leading to the successful placement of a candidate that "fits" the City's interests and we are ready to start immediately. Please feel free to call me at 310.567.1554 if there are any questions.

Sincerely,

Tony

Anton "Tony" Dahlerbruch
Executive Recruiter
Tony@PeckhamAndMcKenney.com

Enclosure:
City of Stockton – City Manager Search Proposal
Candidate Profile Example (City of Santa Barbara and City of Milpitas)

Peckham & McKenney
"All about fit"

City of Stockton

RECRUITMENT PROPOSAL

for

City Manager

April 17, 2025

PECKHAM & MCKENNEY
EXECUTIVE SEARCH

Peckham & McKenney
EXECUTIVE SEARCH

Serving local governments (cities, counties, districts) by conducting recruitments and placing management and executive leaders that fit the personnel needs and interests of agencies.

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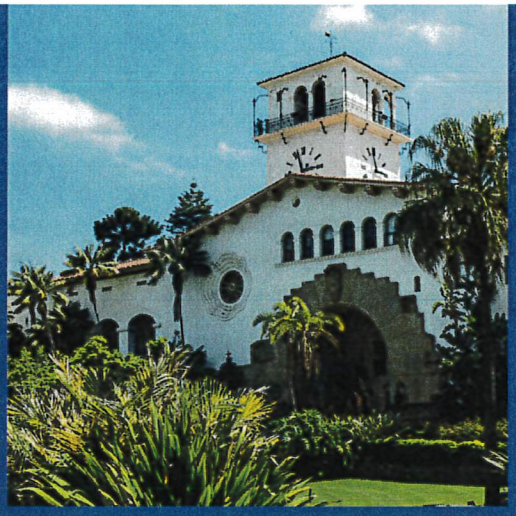
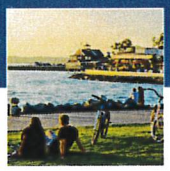


Why Choose Us?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is "All about fit". Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.

For more information, please visit our website at www.PeckhamAndMcKenney.com.



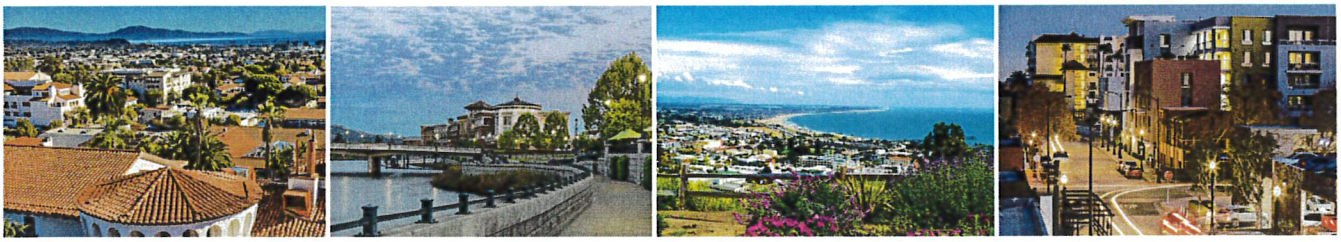
Our commitment to you

Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a "people" related industry and that attention to others' needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- **We do not recruit our placements — ever.** Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.

ATTACHMENT B

EXPERIENCE



With our recruitment team that solely consists of retired City Managers, Assistant City Managers, Police Chiefs and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. A few of our most recent recruitments related specifically to City Manager have been:

- City Manager, City of Manteca, CA
- City Manager, City of Milpitas, CA
- City Manager, City of San Luis Obispo, CA
- City Administrator, City of Santa Barbara, CA
- City Manager, City of Santa Maria, CA
- City Manager, City of Sunnyvale, CA
- Assistant City Manager, City of Tracy, CA

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website (here); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The numerous compliments we have received from applicants fairly illustrate this reputation.

Comfortable and Professional Experience

"I'd like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It's my hope that our professional paths may cross again in the future." **Candidate**

Straightforward, Friendly, and Humane Recruitment Process

"I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I've ever participated in. And I would feel the same way even if the outcome was not successful for me." **Candidate**

Proactive and Responsive

Diana worked with the City to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the City to select from. Diana was proactive from our very first meeting and always very responsive. The City team valued Diana's integrity, opinion and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

You Made Me Feel So Comfortable

"This is my first time working with a recruiting company, and I'm so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful." **Candidate**

Testimonials from clients and candidates are at https://www.peckhamandmckenney.com/testimonials.

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

City of Santa Maria, CA – City Manager
Mayor Alice Patino and / or David Rowlands, City Manager
(805) 925-0951 x 2188; apatino@cityofsantamaria.org or (805) 925.0951 x2200; drowlands@cityofsantamaria.org

City of San Luis Obispo, CA – City Manager
Mayor Erica Stewart, Members of the City Council and / or Whitney McDonald, City Manager
(805) 540-1154; estewart@slocity.org or (805) 781-7114; wmcdonald@slocity.org

City of Santa Barbara, CA –City Administrator
Mayor Randy Rowse, Members of the City Council and / or Kelly McAdoo, City Administrator
(805) 564-5322; rrowse@santabarbaraca.gov or (805) 564-5305; kmcadoo@santabarbaraca.gov

City of Palo Alto
Nick Raisch, Assistant Human Resources Director
(650) 329-2806; Nicholas.raisch@paloalto.gov

YOUR RECRUITMENT TEAM

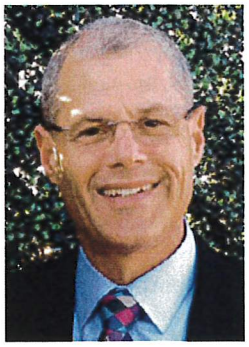
Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

Peckham & McKenney Team

The Executive Recruiter for you in this search is Tony Dahlerbruch.

Tony Dahlerbruch, Executive Recruiter
Managing Member (owner) of Peckham & McKenney Executive Search



Tony worked in local government over 30 years before joining the Peckham & McKenney team. His experience spans most every city department in the Cities of Beverly Hills, California; Scottsdale and Phoenix, Arizona; and Rockville, Maryland, with ultimately serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. Tony has represented the City Managers Department in CalCities as a two term Director on the Executive Board, President of City Managers Department, and member of numerous Policy Committees. He has also served as a Regional Vice President on the Executive Board of the International City/County Management Association. Tony holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Tony is supported by the following team.

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Tayler Bergstrom, Research Assistant

Tayler Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Tayler is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Tayler graduated from UC San Diego with a Bachelor of Science degree in Psychology.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

Peckham & McKenney
"All about fit"

The Search Process and Schedule

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:

Project Organization (pre-recruitment) – We will meet to discuss the search timeline, process and logistics for conducting a successful search.

Development of the Candidate Profile (2 weeks) – We will meet with agency members to listen to specific expectations of the position; learn the background and experiences desired in the ideal candidate; and understand the organizational culture and interests to create an attractive Candidate Profile marketing brochure.

Recruitment (4 to 6 weeks) – Our main focus in outreach will be direct, personal contact with quality potential candidates. Additionally, ads will be placed in industry publications and social media to broadly market the opportunity. Our client agency is continuously updated on our progress.

Supplementary Review (2 weeks) – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear in most alignment with the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary telephone interviews. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

Recommendation of Candidates/Selection of Finalists (1 week) – A report will be provided to the agency that includes, among a variety of documents, a full listing of all candidates for review and the materials submitted by candidates recommended for an interview.

Interview Process (2 weeks) – Your recruiter will facilitate the interview process, inclusive of an orientation session at the beginning, and a discussion of candidates at the end.

Qualification (1 week) – Once a finalist is selected, a reference check and thorough background check will be conducted. Assistance with negotiating compensation will also be provided.

Cost of Services

The proposed fee to conduct the search process for your next City Manager is $32,750. This is an all-inclusive fee for the services to achieve success in your search as described below. Additional services can be provided and negotiated accordingly.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

Process of Payment

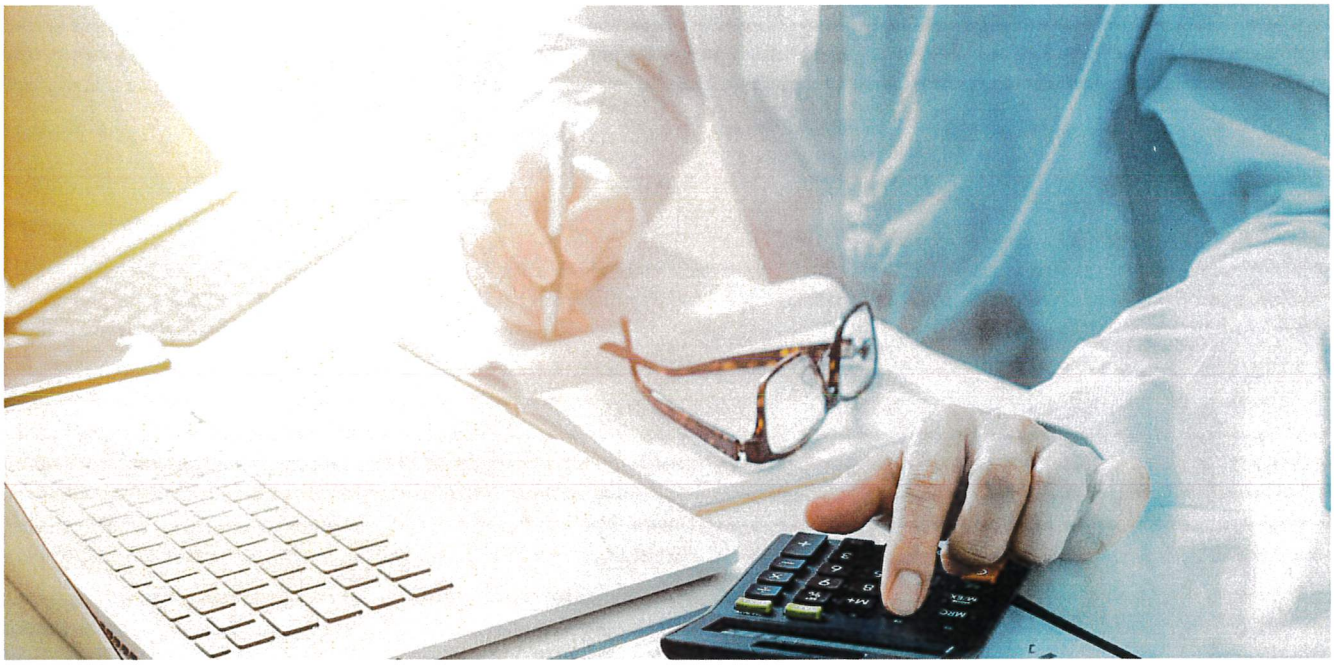
One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

Insurance

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit), Commercial General Liability Insurance ($2,000,000 General Liability, and $4,000,000 Products) and Automobile Liability Insurance ($1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.



Guarantee

We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.

Our Guarantee:

- We will connect with the City in 6 months and 1 year after the appointment to check-in,
- We will conduct a second search within 6 months of our search process if a candidate is not placed, and
- If the placement vacates the position within 1 year from the date of accepting the offer, we agree to conduct a second search within 6 months of the vacancy as follows:

Because of how we conduct recruitments, it is unusual that we are unsuccessful in providing a placement, an individual is not placed, or the placement vacates the position within a year. In the unlikely event that a second search is necessary, the second search will be conducted within 6 months for the discounted fixed fee of $28,000 (external candidates only, and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

Diversity Statement

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency.

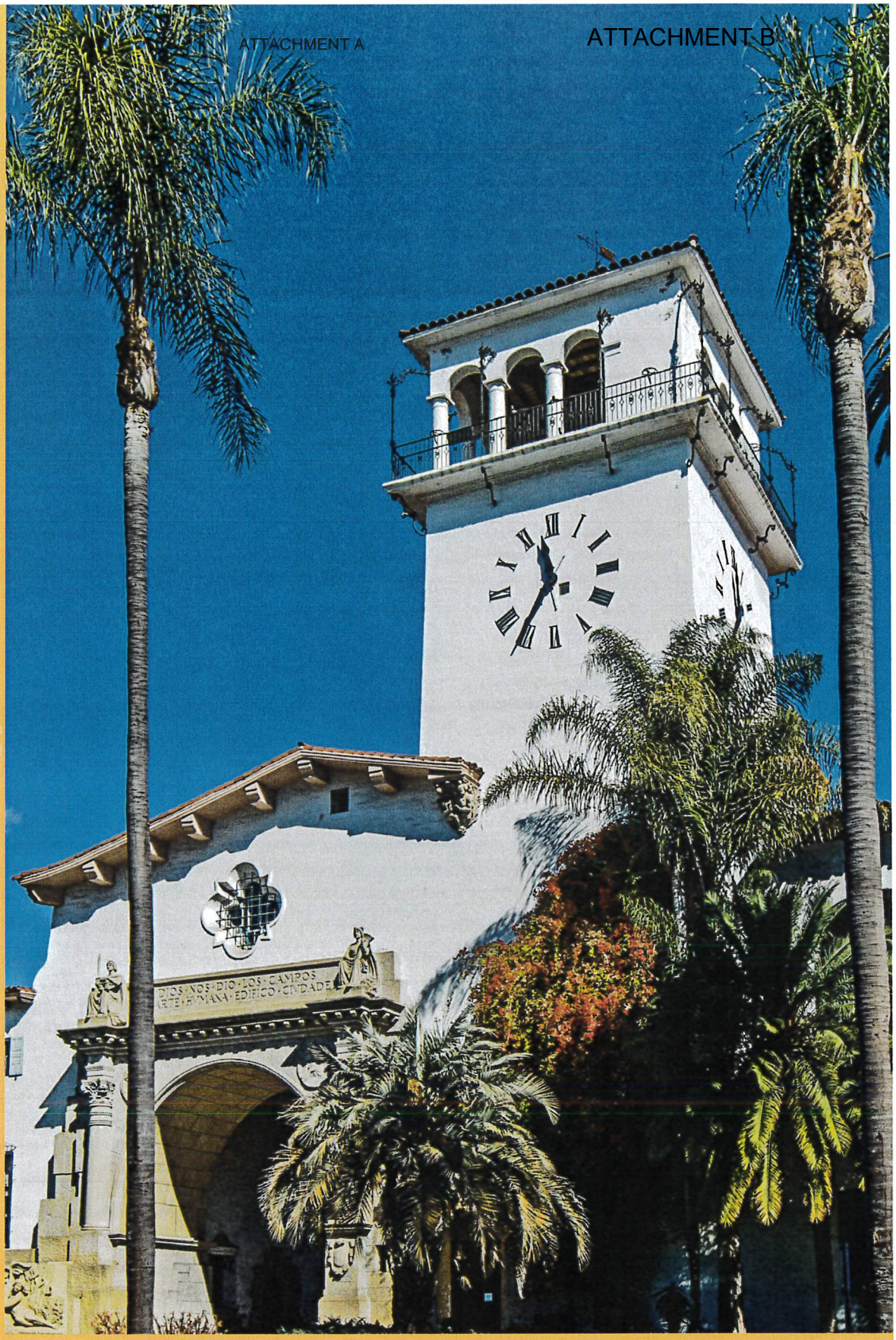
Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN) and CivicPRIDE as well as the National Diversity Network to ensure placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

Peckham & McKenney
"All about fit"

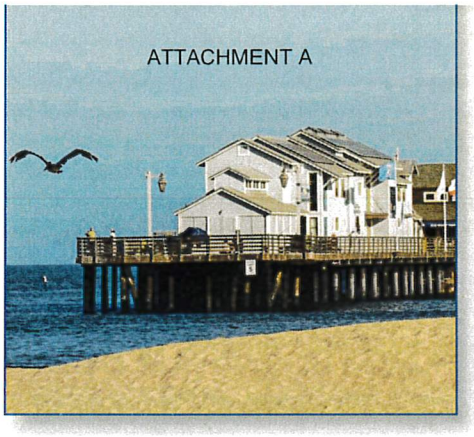


PECKHAM & MCKENNEY
EXECUTIVE SEARCH

City Administrator

City of Santa Barbara, California

ATTACHMENT A



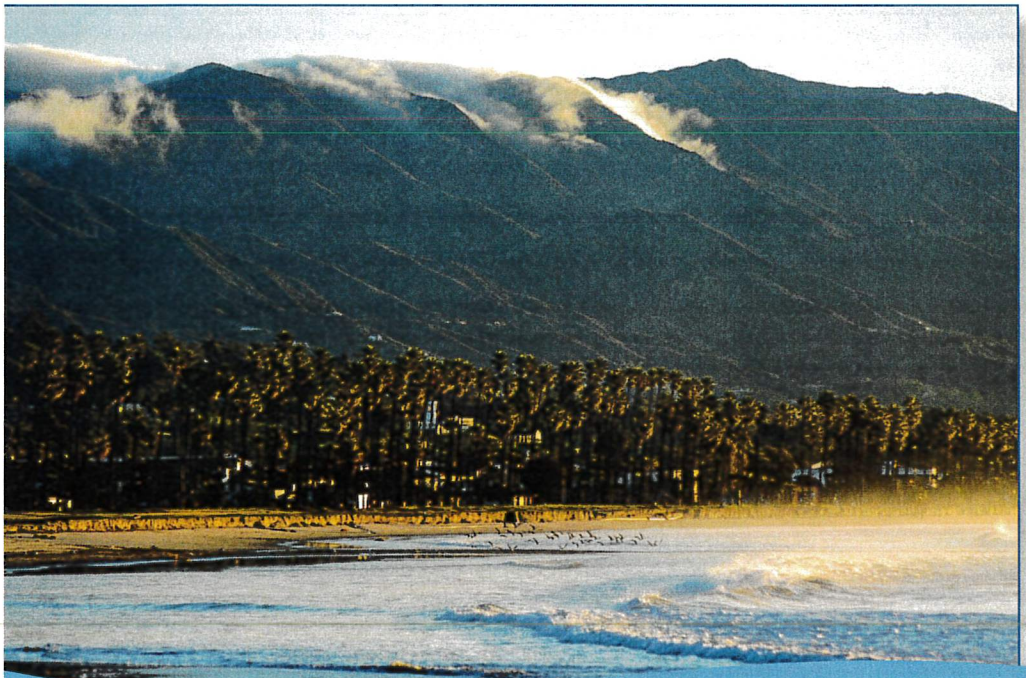
ATTACHMENT B

The Community

Idyllically located on the central California coast, Santa Barbara (Spanish for "Saint Barbara") comprises a total of 21 square miles with a culturally diverse population of approximately 88,000 and enjoys a nearly perfect climate year-round. According to **recent statistics**, the Santa Barbara South Coast region (including Santa Barbara, Goleta, Montecito and Summerland) welcomes 7.2 million visitors annually, which equates to 28,000 daily visitors. Visitors and residents alike have an abundance of world-class shopping, dining, resort accommodations, outdoor activities and miles of beautiful pristine beaches and coastline to choose from. In addition, the region offers a variety of amenities that are highly attractive to those with an active lifestyle. Residents and visitors can enjoy jogging, bike riding, rollerblading, and/or a leisurely stroll along the numerous pathways, wharf and harbor. Kayaking, boating, sport fishing, or whale watching in the area's scenic harbor are other options in which outdoor enthusiasts can indulge.

Adding to the City's superb quality of life, the City of Santa Barbara is home to world renown attractions and destinations such as the Mission Santa Barbara, the Santa Barbara Zoo, Stearns Wharf, Botanic Gardens, Shoreline Park, Earl Warren Showgrounds, and State Street. Catering to the City's contemporary side is also the City's unique "Funk Zone" that features boutique tasting rooms, cafes, and galleries. Santa Barbara and the immediate adjacent area additionally serve as home to several colleges and universities including the acclaimed research institution University of California, Santa Barbara; Westmont College; Antioch University; and Santa Barbara City College.

With its spectacular mountains, sparkling-blue ocean, incredible landscapes, mission style architecture, and year-round sunny weather, Santa Barbara is one of the most beautiful places to live and work and is often referred to as "the American Riviera." For more information about the City of Santa Barbara, please visit **https://www.santabarbaraca.gov**.



The Organization

The City of Santa Barbara is a full-service **Charter** city managed under the Council-Manager form of government. The seven member City Council is elected by district except for the position of Mayor, who is elected at-large. Three (3) City Council positions will be on the 2024 ballot.

The City Council is responsible for the appointment of the City Administrator, City Attorney, City Clerk and City Treasurer. The City Administrator is responsible for the administration of all City operations. Under the City Administrator, City services are provided by 15 Departments: Airport, City Administrator, City Attorney, City Clerk, Community Development, Finance, Fire, Human Resources, Information Technology, Library, Parks and Recreation, Police, Public Works, Sustainability and Resilience, and Waterfront. The City operates with a combined all-Fund **2024 and 2025 fiscal year budget** of $635 million and $645 million, respectively. Specifically, the budget is comprised of General Fund operating and capital budget expenditures of approximately $221 million and $88 million for FY 2024, and $212 million and $83 million for FY 2025, respectively. The staff team totals approximately 1,085 full-time equivalent employees.

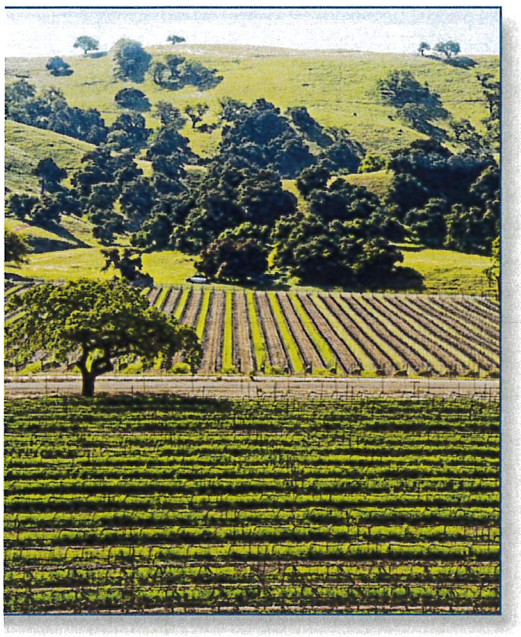
Over the last several years, the City of Santa Barbara has experienced employee retirements that resulted in the addition of new personnel at all levels of the organization. As such, a significant number of professionals have joined the City's executive team within the last three years. This has positioned the City to embark on organizational development and culture change; service delivery enhancements, innovation and process improvements; and projects focused on economic development, revitalization of State Street, workforce and employee housing, and homelessness. One significant project progressing through the City is the **repurposing**

ATTACHMENT B

Peckham & McKenney

"All about fit"

and redevelopment of the commercial property on State Street known as Paseo Nuevo. Another is the property known as La Cumbre Plaza. Key to both projects and citywide development is ensuring they occur in a manner consistent with the desired character of the community.



The Position

The City Administrator must be a collaborative, personable, team oriented, empowering, and accessible leader. The successful candidate must also possess strong leadership, management, financial, and project management skills for fostering communication and cooperation and for driving the City towards a prosperous future. The selected candidate should embody and present the qualities of confidence, humility, composure, and people-centricity while serving as a dependable and highly regarded resource for elected and appointed officials, as well as the general public. To fulfill these duties effectively, it is imperative that the City Administrator possesses prior experience within an organization of comparable complexity.

The City Administrator is expected to be a champion of the City and the staff team, solution and customer service-oriented, innovative, and a change agent. As such, the City Administrator should be oriented to, and model, finding creative solutions to get to "yes". The new City Administrator should also be a consensus-builder and welcome challenges as opportunities.

Furthermore, and with excellent judgment, communication expertise, emotional intelligence, political savvy, and interpersonal skills, the City Administrator must:

- Serve as a "north-star" for administration of the City, strategy and vision, and decision making.
- Value and have a track record of fiscal acumen and financial acuity.
- Be adept at leveraging assets to achieve initiatives.
- Embed themselves in the community to understand, relate and engage; connect with people from all cultural, ethnic, educational, social and economic backgrounds.
- Understand multiple perspectives for achieving goals and solutions.
- Instill and model high standards and accountability for leading a high-performing and high-functioning team.
- Be technologically astute for the pursuit of innovation.
- Understand and perform consistently within the parameters of the City Charter.
- Embrace, embody, and champion diversity, equity, inclusion and accessibility so they are threaded into the fabric of all City operations and affairs.
- Create and maintain the City of Santa Barbara as an employer of choice inclusive of addressing compensation, succession planning, talent retention and attraction, and work/life balance for representing the City as a role model to others.
- Be apolitical for facilitating policy development and implementing programs.
- Have the energy and intent to lead the organization for the long-term and fulfill the City's vision.
- Break and remove barriers for addressing local and regional issues.

Additional priorities for the successful candidate include enhancing revenue; furthering the vision and goals of environmental sustainability and resiliency; developing programs and opportunities in support of youth and open space; building partnerships with public, non-profit and private organizations of all sizes and constituents; and building a new Police Station.

To serve as City Administrator, applicants must have experience in the duties and responsibilities of serving as a City or County Manager, Administrator, or Deputy/Assistant in a full-service agency for at least five (5) years, or the equivalent, in a public sector position. The typical education for the position includes a Bachelor's degree in public administration, business administration, urban planning or a related field. The ability to speak Spanish, a Master's degree and/or participation in local government leadership programs are highly desirable. In recognition of disaster and emergency response, and consistent with the City Charter, it is further strongly desired that the successful candidate have residency in the City of Santa Barbara.

ATTACHMENT A

ATTACHMENT B

Search Schedule

Filing Deadline: ..... December 1, 2023

Preliminary Interviews: ..... December 4 – 15, 2023

Recommendation of Candidates: ..... December 18, 2023 – January 10, 2024

In-person interviews: ..... January 16 and January 17, 2024

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

The Compensation

The successful candidate will be offered a competitive salary with an outstanding benefits package. The salary range is $282,877 - $342,281 annually. The starting salary for the selected candidate will reflect the candidate's work experience and track record of career success.
The City of Santa Barbara offers an outstanding benefits package, including:

Car Allowance: $706/ month.

Cell Phone Allowance: $50 per month.

Deferred Compensation (457) Savings Plan: Available.

Employee Assistance Program (EAP): Available for employees and family members.

Flexwork/Telecommuting: Available.

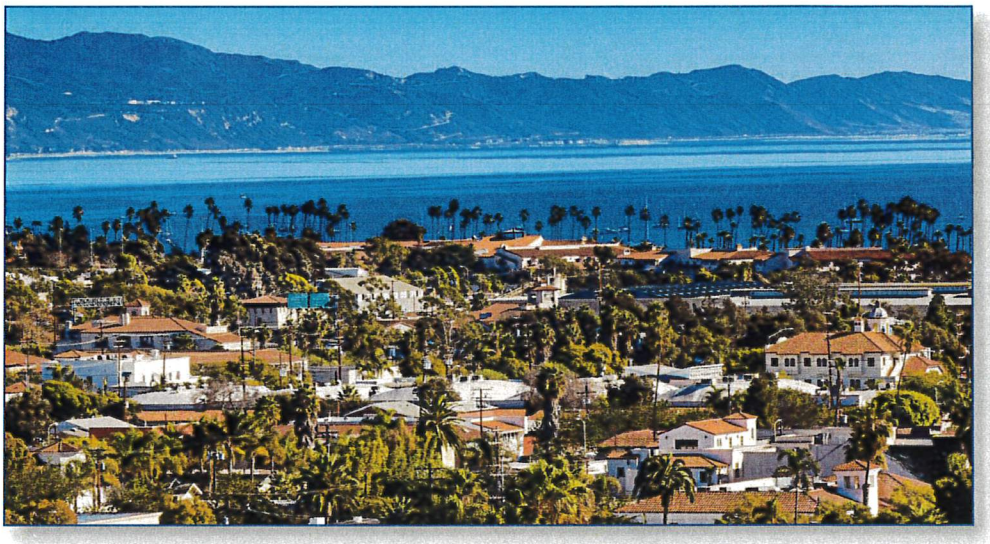
Health Insurance (including medical, dental, and vision benefits): Available under the Cafeteria 125 Plan. The City contributes $1,718 / month. The employee distributes this money toward the various cafeteria plan options.

Holidays: 12 holidays are observed / year.

Management Leave: 40 hours each July 1st (pro-rated the first year).

Medicare: Employee pays 1.45% of salary towards future Medicare benefits.

Personal Leave: 32 hours provided each July 1st (pro-rated the first year).



Retirement: PERS Miscellaneous formula: "Classic" members: 2.7% @ 55; employee contributes 8% of salary. "New" members: 2% @ 62; employee contributes 6.75% of salary. The City does not participate in Social Security.

Relocation: The City will assist with a portion of the moving expenses up to $15, 974 and housing equal to 12% of base salary for the first year of employment if the candidate needs to relocate to the Santa Barbara/ South Coast region. The City is also an employer-member of the Coastal Housing Partnership which offers regular employees with home loan assistance and rental reductions.

Sick Leave: Accrued at the rate of 96 hours / year.

Vacation: Accrued at 160 hours / year, increasing with City service.

The Recruitment Process

To apply for this key position and exciting career opportunity, please visit our website at:

Peckham & McKenney
www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Anton "Tony" Dahlerbruch at 310.567.1554 or toll-free at 866.912.1919, if you have any questions regarding this position or the recruitment process.

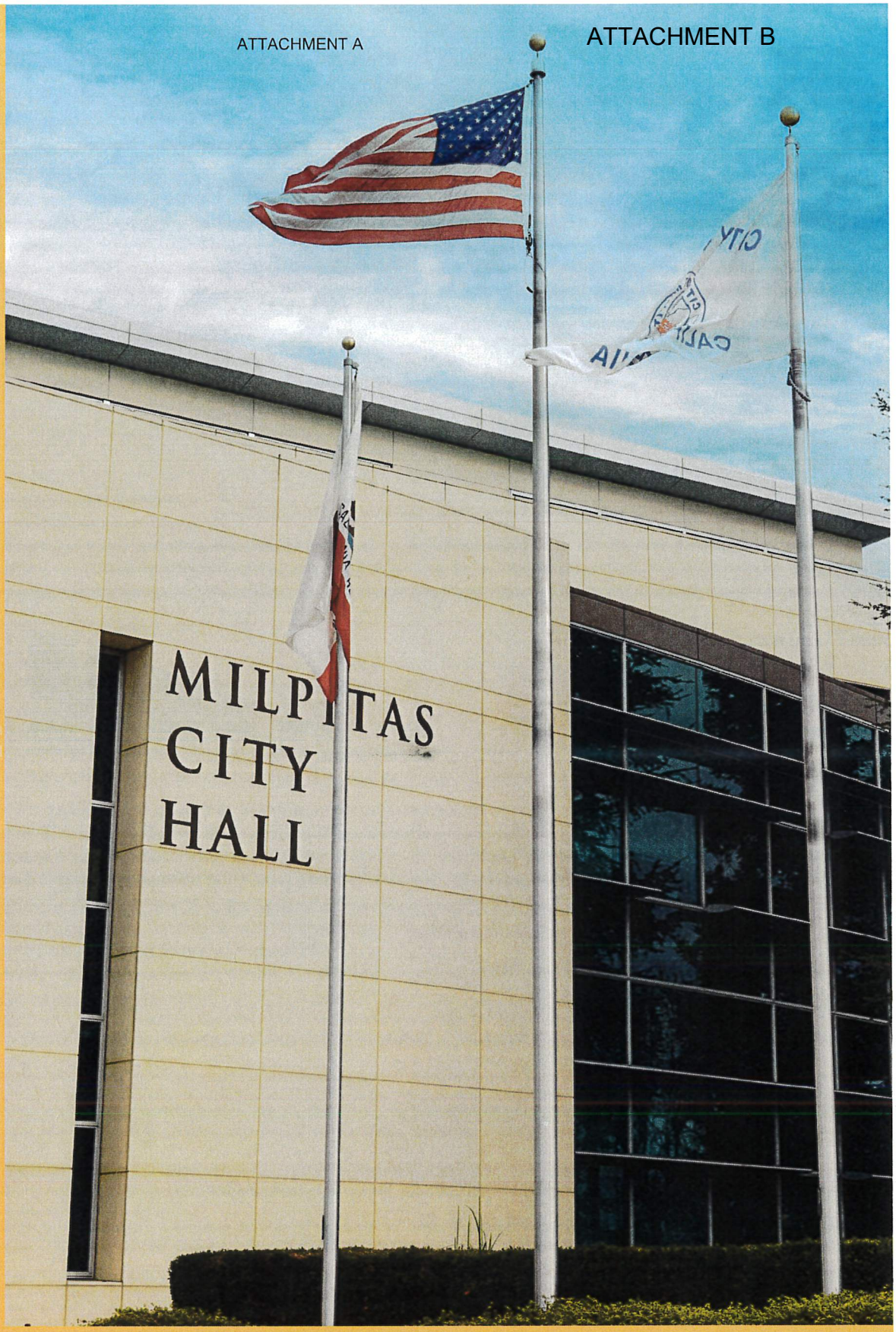
PECKHAM & MCKENNEY
EXECUTIVE SEARCH

www.peckhamandmckenney.com

ATTACHMENT A

ATTACHMENT B

Peckham & McKenney
"All about fit"



PECKHAM & MCKENNEY
EXECUTIVE SEARCH

City Manager

City of Milpitas, California

The Community

Located at the southern tip of the San Francisco Bay, the City of Milpitas is a progressive 13.63 square mile community that is known as the "**Crossroads to Silicon Valley**". With **a diverse residential population of approximately 80,000** that doubles with business activity and visitors during business hours, the City is recognized as one of the **top cities for Science, Technology, Engineering and Mathematics (STEM) related jobs**; approximately 28% of the jobs are in the STEM category "ranking the city fifth in the nation". As home to several of the world's major technology companies, the City is situated between two major freeways (I-880 and I-680), State Route 237, and a County expressway and is served by both light rail and BART.

Contributing to the City's attraction as a very special community to live and work are its retail, dining, and transit oriented development. The City of Milpitas is home to the famous Great Mall of the Bay Area adjacent to the Milpitas Transit Center, and the well-known Milpitas Square shopping center, and inclusive of diverse retail and services. In addition, with an **overall niche grade of "A"**, the City is known for its numerous recreational opportunities including beautiful **parks, trails and bike paths** plus an excellent **school system**. The multitude of outstanding recreational opportunities includes aquatics, and cultural arts, sports leagues and activities, youth and senior programming and activities. Milpitas is home to an industrious and well-educated community with an average household income exceeding the County average. **The homeownership rate is close to 65%** and the housing market in Milpitas remains affordable relative to the majority of Santa Clara County.

The City Government

Incorporated in 1954, the City of Milpitas is a general-law city that operates under the Council-Manager form of government. Policy-making and legislative authority are vested in the City Council, which consists of five members elected at large on a nonpartisan basis. Milpitas is a full-service city which includes Police, Fire, water & sewer utilities and a former Redevelopment Agency. With the priorities of Public Safety, Affordable Housing, Community Wellness and Open Space, Economic Development and Job Growth, Environment, Governance and Administration, and Transportation and Transit, the City is financially stable with a **proposed FY 2023-24 General Fund budget** of $129.4 million, $102.3 million Capital Improvement and Other Funds Budget, and 452 full time equivalent (FTE) positions. During this Coronavirus Pandemic, the City made swift sound financial decisions which enabled it to adopt a balanced budget, without use of reserves and/or Federal American Rescue Plan Act (ARPA) funds. The City has substantial reserves for Contingency, Budget Stabilization, Pension Section 115 Trust, Other Post Employment Benefit (OPEB), and various water and sewer reserves along with an unassigned Fund Balance of approximately $60 million.

For more information regarding the City of Milpitas, please visit: **www.ci.milpitas.ca.gov**

The Position

The City Manager is one of two positions appointed by the City Council (the other is the City Attorney). The position is responsible for implementing the goals and policies of the City Council, overseeing and implementation of the day-to-day operations and services of the City, and providing direction and supervision to all City personnel. As such, the City Manager is responsible for presenting and implementing the City's budget and providing thorough recommendations and guidance as well as complete, timely, and accurate information to the City Council; handling personnel issues; implementing efficient operations; instituting best practices; and maintaining a culture of responsiveness and up-to-date communications. Understanding that the City Manager must be concurrently and at all times responsive, supportive, and attentive to the City Council, community, and staff, the position requires an excellent

Milpitas Bart Station

ATTACHMENT B

Peckham & McKenney

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listener, political savvy and emotionally intelligent individual, consensus builder and collaborator, and a caring, humanistic people-oriented person who understands their multi-faceted role mindful of not being a sixth member of the City Council. Moreover, for the prospering and progress of the organization, issues and crisis that arise, and disaster/emergency situations that

Jose Maria Alviso Adobe

face the community and organization, the position requires a professional leader who is experienced in making tough decisions and organization management.

The City Manager for the City of Milpitas must be an astute and apolitical team builder, partner, facilitator, and problem solver for working with elected officials, the staff team, community, stakeholders, organizations, and all others. Important knowledge and experience for serving in the position includes a background in finance/budget, public relations, communications, human relations, and project management.

The Ideal Candidate

The City of Milpitas seeks a communicative and ethical leader that is passionate about public service; a practitioner of the Council-Manager form of government; an experienced manager who will achieve the goals, objectives and mission of the City; a professional that understands how to effectively work with the City Council, staff and community fairly, equally and impartially; and a responsive individual who cares, listens, and engages with the City Council, staff and community. Furthermore, the ideal candidate is a professional with a foundation and experience in delivering government services; providing policy guidance recommendations; balancing all aspects of the City Manager's roles and responsibilities; administering the implementation of best practices and efficiencies; and candid, honest, conversational, and transparent with all City Council members while concurrently responsive and respectful for implementing their policy direction. For example, it is important that the City Manager be conversant and engage with the City Council in strategic planning, developing alternatives and recommendations, and presenting analysis for effective decision making. Additionally, the ideal candidate will be engaged in City business and empower staff while knowledgeable of staff activities. Overall, the City Manager must be a trusted resource with integrity and be honest and truthful in all matters.

In preparation for this search to fill the position of City Manager, the City Council identified and prioritized the competencies of the ideal City Manager. In priority order, the City Council identified the following as the most significant attributes of the ideal applicant: ethical leader, fiscally prudent, team builder, strong in interpersonal skills and relationship building, and experience in economic development and finance/budget. Other attributes of the ideal applicant is an individual with a collaborative and participatory leadership style, negotiating skills, empathy and emotional intelligence, experience in human relations and labor relations, community oriented, and both innovative and adaptive. As such, the City is seeking a City Manager that is cost conscious, financial savvy, and fiscally prudent for steering, recommending and implementing policies, programs and practices in ways that are supportive of City Council and community goals. Key focus areas for the City Manager include creating and maintaining an organizational culture of service with both revenue generation and revenue preservation, revitalizing downtown, and improving the use of underutilized city facilities and properties. In addition, it is important that the City Manager maintain the City's positive partnership with the school district, work with partners to attract business, develop and implement plans for beautifying the City, and prioritize public safety.

Delano Manongs Par

Required for the position is a combination of knowledge, experience and education that would likely provide the knowledge and abilities to serve as City Manager. A typical way to obtain the knowledge and experience for serving as City Manager would be 4 to 7 years of work in city government, management and administration, including having senior level and supervisory responsibilities as a Department Head, Assistant City Manager and/or City Manager related to serving in a City Manager's

ATTACHMENT A

ATTACHMENT B

Search Schedule

Filing Deadline	August 18, 2023
Preliminary Interviews	August 21- September 1, 2023
Recommendation of Candidates	September 5, 2023
Finalists In-Person Panel Interviews	September 14 and 15, 2023

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

Office, delivering public service and accomplishing projects, and/or working with elected officials. A typical education is a Bachelor's degree in business administration, public administration, political science or a closely related field. A Master's degree from an accredited college or university is desired. Upon being hired, a valid Class C California Driver's License will be required.

The Compensation

The City Manager is an at-will position under an employment agreement. The current salary is $334,367; placement is negotiable and dependent upon qualification and experience of the successful candidate. The City of Milpitas offers an attractive benefits package, including:

Retirement: Membership in CalPERS 2% @ 60, or 2% @ 62, 6.25% 2019-2020 Employee Contribution, (PEPRA) with three-year average salary, 7% Employee Contribution, (Classic) with three-year average salary.

Medical Insurance: City pays for coverage up to the Kaiser rate for single, dependent and/or family coverage.

Dental & Vision: City provides full family coverage for dental and vision at no cost to the employee.

Life Insurance: City provides $50,000 term policy.

Deferred Compensation: City contributes $75 per month on the employee's behalf into a 401(a).

Vacation: Accrual tier will be based on total years of public service. Employees earn 16-36 days of vacation based on years of service. Unrepresented Employees may elect to cash out up to 80 hours of accrued vacation hours each calendar year. Employees must follow the IRS rules of Constructive Receipt.

Management Incentive Leave: 16+ days accrued per year.

Holidays: Employees receive 12 paid holidays and one (1) floating holiday per year.

Sick Leave: Employees earn 12 days annually.

Car Allowance: $550 per month.

Tuition Reimbursement: Employees are eligible to receive up to $3,000 per fiscal year in tuition reimbursement.

Fitness Program: Employees are provided free access to City Sports and Fitness facility and programs.

Fire Department Training

The Recruitment Process

To apply for this exciting career opportunity, please visit our website:

Peckham & McKenney
www.peckhamandmckenney.com

Please do not hesitate to contact Anton "Tony" Dahlerbruch at 310.567.1554 if you have any questions regarding this position or recruitment process.

Milpitas July 4 Celebration

PECKHAM & MCKENNEY
EXECUTIVE SEARCH
www.peckhamandmckenney.com

ATTACHMENT B
COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: 72SBMBC5772

ISSUE DATE: 5 - 19 - 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF STOCKTON

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

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CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT B

DATE (MM/DD/YYYY) 5/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Milana Medvedeva	
B & B Premier Insurance Solutions 5008 Chesebro Road Suite 200 Agoura Hills CA 91301	PHONE (A/C, No, Ext): (818) 223-8383	FAX (A/C, No): (818) 223-8181
	E-MAIL ADDRESS: milanam@bbpremierins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance Company	38288
INSURER B:	Employers Insurance Group	
INSURER C:	Westchester Surplus Lines Ins Co	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED	
Peckham & McKenney 300 Harding Boulevard, Suite 203D Roseville CA 95678	

COVERAGES **CERTIFICATE NUMBER:** CL2151929016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			72SBMBC5772	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Hired and Non-Owned	$ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			72SBMBC5772	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EIG4769229	05/15/2025	05/15/2026	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			WCA4478510	05/15/2025	05/15/2026	Retention	1,000
							Each Claim	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an additional insured

CERTIFICATE HOLDER

City of Stockton
425 N. El Dorado Street
Stockton CA 95202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lindsay Bassett

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ATTACHMENT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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B & B Premier Insurance Solutions 5008 Chesebro Road Suite 200 Agoura Hills CA 91301	PHONE (A/C, No, Ext): (818) 223-8383	FAX (A/C, No): (818) 223-8181
	E-MAIL ADDRESS: milanam@bbpremierins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Insurance Company	38288
INSURED Peckham & McKenney 300 Harding Boulevard, Suite 203D Roseville CA 95678	INSURER B : Employers Insurance Group	
	INSURER C : Westchester Surplus Lines Ins Co	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2151929016 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			72SBMBC5772	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired and Non-Owned	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			72SBMBC5772	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EIG4769229	05/15/2025	05/15/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			WCA4478510	05/15/2025	05/15/2026	Retention Each Claim Aggregate	1,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an additional Insured

CERTIFICATE HOLDER

City of Stockton
425 N. El Dorado Street
Stockton CA 95202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 72SBMBC5772

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 5 - 19 - 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF STOCKTON, its officers, officials, employees and volunteers

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

 Copyright, Insurance Services Office, Inc., 1984

ATTACHMENT B
COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: 72SBMBC5772

ISSUE DATE: 5 - 19 - 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF STOCKTON

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

POLICY NUMBER: 72SBMBC5772

PI-SE-007 (11/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 6/2/2025

Name of Person or Organization (Additional Insured): CITY OF STOCKTON

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

File #: 25-0664, **Version:** 1

ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND AN ORDINANCE FOR THE PREZONING OF 6505 SOUTH MCKINLEY AVENUE (APN 193-020-34) TO INDUSTRIAL, LIMITED (IL) ZONING FOR THE PURPOSES OF FUTURE INDUSTRIAL DEVELOPMENT (APPLICATION NO. P23-0125)

RECOMMENDATION

It is recommended that the City Council:

1. Adopt a Resolution certifying a Mitigated Negative Declaration for the Project; and

2. Adopt an Ordinance for the Prezoning of Assessor Parcel Number 193-020-34 to Industrial, Limited (IL), and

3. Adopt a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission; and

4. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the approved resolutions and ordinance.

Summary

The Applicant, GO Industrial, proposes to develop industrial uses on a legal parcel totaling approximately 9.84-acres located west of South McKinley Avenue and south of Arch Airport Road (Project). The proposed project intends to develop the site with one 181,166 square foot building, parking lot areas, landscaping, lighting, drainage facilities, and loading and service areas.

The proposed project site area is currently located within unincorporated San Joaquin County and includes an annexation request for the project site area. The project site is currently vacant with fallow agricultural lands; historically the site has been used for agricultural purposes.

A Mitigated Negative Declaration (MND) was prepared and circulated for a 30-day public review period in compliance with the California Environmental Quality Act (CEQA). Four (4) comment letters were received by the City. Pursuant to CEQA Guidelines Section 15073, all substantive comments are provided responses in the MND. None of the comments received required any changes to the impact analysis or additional mitigation measures beyond those already identified in the MND.

The project is consistent with the 2040 General Plan Land Use Map designation of Industrial applicable to the site. The project also furthers General Plan policies aimed at attracting and retaining companies that offer high-quality jobs with wages that are competitive with the region and State (Goal LU-4), attracting employment and tax-generating businesses in the City (Policy LU-4.2), and

prioritizing development and redevelopment of vacant, underutilized, and blighted infill areas (Policy LU-6.2).

On March 27th, the Planning Commission held a public hearing, heard a presentation by City Staff, received two public comments, and directed staff to prepare two new (additional) conditions of approval that require installation of a trees along the south property line to provide a greater buffer between residential uses, and restrict truck idling on site to a maximum of three minutes with posted signage stating such. The public hearing was continued to April 10, 2025, to allow the Planning Commission to consider the two added conditions. The Planning Commission approved the Design Review with the added conditions and recommended City Council adopt a Mitigated Negative Declaration and Prezoning Ordinance for the site.

DISCUSSION

Background

The subject site consists of one (1) legal parcel (±9.84-acres) identified as Assessor's Parcel Number 193-020-34 and is located at 6505 South McKinley Avenue, presently within the jurisdiction of the County of San Joaquin with a County zoning designation of Industrial-Limited (Attachment A - Location Map and Aerial Photo).

The site is bounded to the:

- North by lands zoned for and developed with Industrial uses in the City of Stockton and in County of San Joaquin zoned I-L Limited Industrial; and
- South by lands in County of San Joaquin zoned AU-20 Agriculture Urban Reserve, I-L Limited Industrial and R-L Low Density Residential and developed with industrial, rural residential uses and vacant lands; and
- East by right-of-way and lands zoned Industrial General (IG) and developed with Industrial uses in the City of Stockton; and
- West by vacant lands in the County of San Joaquin zoned I-L Limited- Industrial.

As the project site is in the unincorporated area of the County, there is no City Zoning Map designation currently assigned to it. Zoning Map designations for properties located in the City and referenced above are identified by Attachment B - Zoning Map. The 2040 General Plan Land Use Map designates the subject site as Industrial (Attachment C - General Plan Land Use Map).

Project Description

GO Industrial has applied for all required entitlements to develop the 9.84-acre subject parcel with one (1) proposed industrial warehouse building with a maximum square footage of 184,166 square feet in floor area, along with parking areas, vehicular access, storm drainage detention areas, a maximum of 151 parking stalls distributed throughout the project site and an additional 42 stalls for trucks and trailers.(The "Project")(Attachment D - Project Plans)

Access to the Project would be from two (2) driveways proposed along the project frontage of South McKinley Avenue. The northernmost of the two (2) driveways is located closest to the future office

space and would provide primary access to the Project site. Utility service for the Project site, including sewer and water would be provided by the City of Stockton from existing trunk lines adjacent to the site (water) and at Arch Airport Road (sewer). The Project would have an onsite storm drainage system, including collection lines and a detention basis around the site. Runoff collected in the detention basins would be metered into French Camp Slough when capacity is available in the creek. Regulated electrical, gas, and communication utilities would be extended to the project site from existing facilities in the area.

Development of the Project site with warehouse and industrial uses is considered a “Permitted” use under the proposed Industrial, Limited (IL) prezoning and would not require additional discretionary actions. Upon approval, only City of Stockton building permit approvals would remain for the development of the site and construction of a building. Since the Project’s maximum building square footage is 184,166, it would not be subject to Stockton Municipal Code (SMC) Section 16.80.390 (Industrial Warehouse Standards) as that Section applies to logistics uses with a minimum building size of 400,000 square feet or greater. The Project is still subject to all SMC development standards for the Industrial, Limited zoning district and California Building Code requirements. Additionally, the recently adopted Assembly Bill 98 (AB 98, September 2024), which imposes new design and build standards for new or expanded logistics uses across the state, is not applicable to this Project. AB 98 is not applicable to projects subject to a commenced local entitlement process prior to September 30, 2024. This Project’s entitlement process commenced on May 10, 2023.

STAFF ANALYSIS

Prior to approving the Project, the City Council is requested to adopt the Mitigated Negative Declaration (MND) and Prezoning request.

Environmental Clearance

An Initial Study and Mitigated Negative Declaration have been prepared for the Project, in accordance with the California Environmental Quality Act (CEQA) Sections 15070 through 15075 of the CEQA Guidelines.

As required per CEQA Guidelines section 15072, a Notice of Intent (NOI) was published for agency and public review during a 30-day period starting on August 30, 2024. An additional review period commenced from October 1, 2024, through October 30, 2024. Comments received were then considered in the preparation of the final MND included as Exhibit 1 to the proposed resolution.

Prior to approving a project, the decision-making body of the lead agency shall consider the proposed MND together with any comments received during the public review process. The decision-making body shall adopt the proposed MND only if it finds, on the basis of the whole record before it (including the initial study and any comments received), that with the proposed mitigation there is no substantial evidence that the project will have a significant effect on the environment.

For this Project, pursuant to CEQA Section 15097 the MND identified potentially significant effects under several topic areas and identified and required mitigation through a Mitigation Monitoring and Reporting Program that reduced the identified impacts to less than significant, as discussed below:

- Biological Resources: Although no biological resources have been identified on-site, potentially suitable habitat for special status species is present and would be impacted by the Project. Mitigation is identified and required to ensure no such resources are significantly impacted by development of the vacant site. The applicant is required to participate in the San Joaquin Multi Species Habitat Conservation and Open Space Plan (SJMSCP). Compliance with the SJMSCP ensures potentially significant effects to biological resources are reduced to a less than significant level. Additionally, trees will also be removed outside of bird nesting seasons or, if within the nesting season, a biologist will complete a survey to ensure no protected migratory bird nests are present. Development would affect wetlands along French Camp Slough, but these impacts would be mitigated through existing permitting processes. If the Project involves removal of Heritage Oak Trees, then the applicant is required to mitigate that loss through the City's Heritage Tree Permit process (SMC 16.130).

- Cultural Resources/Tribal Cultural Resources: No archaeological or historical resources were identified on the site, but there is potential for discovery of buried cultural resources, including those related to Native Americans. If cultural resources or human remains are accidentally uncovered, all work is required to cease until their significance is evaluated by a qualified expert and treated in conformance with CEQA Guidelines, and per SMC 16.36.050.

- Geology and Soils: There are no active or potentially active faults or other geologic hazards within or near the Project site. Construction activities on site have the potential to loosen the soil, leaving it exposed to wind and water erosion. Accordingly, the applicant is required to obtain a permit from the City of Stockton and comply with all permit conditions to ensure soil erosion impacts are reduced to less than significant. Additionally, if any paleontological resources are encountered during construction, all construction activities within a 50' radius of the encounter shall be immediately halted until a qualified paleontologist can evaluate them and follow the protocol set forth in the Mitigation Measures.

- Greenhouse Gas Emissions: There are potentially significant impacts related to greenhouse gas emissions for the Project, as identified in the MND. The applicant is required to implementing Air Quality Improvement Measures, such as compliance with applicable State and San Joaquin Valley Air Pollution Control District rules and regulations, which will reduce the Project's greenhouse gas emissions to less than significant.

- Transportation: The Project was found to create significant impacts by increasing the Vehicle Miles Traveled (VMT). Mitigation measures are proposed that would eliminate all potentially significant impacts.

By the conclusion of the public review period, the City received four (4) comment letters. After the close of the review period, the Golden State Environmental Justice Alliance rescinded its comment letter. Pursuant to CEQA Guidelines Section 15073, the lead agency must respond to all substantive comments in the MND. None of the comments received required any changes to the impact analysis or additional mitigation measures beyond those already identified in the MND. Additional information regarding said public comments is available later in this report under 'Public Comments'.

Annexation

The Project site is presently located in the unincorporated area of the County of San Joaquin, but is in the City's Sphere of Influence. The Applicant has requested annexation of the Project site into the City of Stockton and is shown in Attachment E - Annexation Map.

If the annexation request is approved by City Council, the City Manager will be authorized to file an annexation application with the San Joaquin Local Agency Formation Commission (LAFCo).

Development Review Committee

Per SMC 16.212.050(C)(1) the Development Review Committee (DRC) is required to review the Annexation request and forward a recommendation to the Director. On January 30, 2025, the DRC reviewed the Project merits and recommended approval of the Project to the Director.

Prezoning

Since the project site is located in the unincorporated area of the County of San Joaquin, annexation must occur and be preceded by "Prezoning" it through a Zoning Map Amendment. The project, therefore, includes a request for Prezoning the site to Industrial, Limited (IL) Zone (Attachment F - Prezoning Description).

The 2040 General Plan Land Use Map designates the project site as Industrial. Pursuant to Table 2-1 (General Plan Relationship to Development Code) of the General Plan, the IL Zone is compatible with the Industrial General Plan Land Use Map designation of Industrial. As reflected in the Proposed Ordinance, all necessary findings can be made to support the proposed Prezoning action.

Upon approval of the Annexation by the San Joaquin Local Agency Formation Commission (LAFCo), the Zoning Map Amendment would become effective and applicable.

Public Comments

As the Project was required to prepare an MND, there was a required public outreach effort during the CEQA process. A Notice of Intent (NOI) was distributed to the public for review and comment on August 30, 2024. This initial noticing period ran 30 days ending September 30, 3024. The City also extended the NOI an additional 30 days to October 20, 2024.

The City received four (4) comment letters from interested parties during that process:

1. Blum Collins & Ho LLP, representing the Golden State Environmental Justice Alliance;
2. Mitchell M. Tsai Law Firm, representing Carpenters Local Union #152;
3. Adams Broadwell Joseph & Cardozo, representing International Brotherhood of Electrical Workers Local 595, Plumbers & Steamfitters Local 442, Sheet Metal Workers Local 104, DC Ironworkers;
4. Central Valley Regional Water Quality Control Board.

One of the letters from the law firm representing the Golden State Environmental Justice Alliance (Blum, Collins & Ho LLP) was officially withdrawn from the record. The Project applicant additionally received written support from the Nor Cal Carpenters Union (a member of Carpenters Local Union

#152), as well as from the International Brotherhood of Electrical Workers 595. The letter received from the Central Valley Regional Water Quality Control Board spoke to the Project's compliance with their adopted standards during construction.

The MND has been prepared and all of the required steps preceding adoption have been taken pursuant to the requirements of CEQA and the CEQA Guidelines, including posting a Notice of Intent (NOI) to adopt the MND and other material related to the public review of the MND at the San Joaquin County Clerk's office.

At the March 17, 2025, Planning Commission hearing, the Planning Commission had several questions regarding the Project and its proposed mitigation measures. As this Project isn't subject to the City's adopted warehouse ordinance, nor is it subject to State Assembly Bill 98 (AB 98) warehouse regulations, the Commission considered the proposed Project and information and requested two additional mitigation measures from the City's warehouse regulations. Specifically, the Commission requested development conditions be placed on the Project to:

1. Provide a double row of 15-gallon trees along the southerly property line to protect potential sensitive receptors (existing residential homes) located over 300 feet away
2. Limit truck idling to a maximum of 3 minutes with posted signage to ensure adherence and allow for enforcement by the operator.

The Planning Commission continued the project hearing to the April 10, 2025, meeting with direction for staff to incorporate the new Conditions of Approval into the proposed resolution for their consideration.

On April 10, 2025, the Planning Commission reviewed the added Conditions of Approval and, by a unanimous vote of 6-0, approved the Design Review component of the Project and recommend that the City Council adopt a Mitigated Negative Declaration for the Project; and recommended the City Council adopt an Ordinance for the Prezoning of APN 193-020-34 to Industrial, Limited (IL).

Notice for this project's City Council public hearing was originally published in The Record on May 15, 2025, and mailed notices were sent to all property owners within a 300-foot radius at least twenty days prior to the original City Council public hearing date of June 3, 2025, at which time the public hearing was continued to the July 15, 2025 City Council meeting. As of the writing of this staff report, no written comments have been submitted.

FINANCIAL SUMMARY

Approval of the project would provide additional revenue to the City's General Fund collected through property taxes and additional revenue to the Development Services Fund collected through building permits.

Attachment A - Location Map and Aerial Photo
Attachment B - Zoning Map
Attachment C - General Plan Land Use Map
Attachment D - Conceptual Project Plans
Attachment E - Annexation Map
Attachment F - Prezoning Description

Location Map and Aerial Photo

December 30, 2024

Property Information

Property ID	19302034-102126
Location	6505 S MCKINLEY AV
Owner	SINGH BALDEV ETAL

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

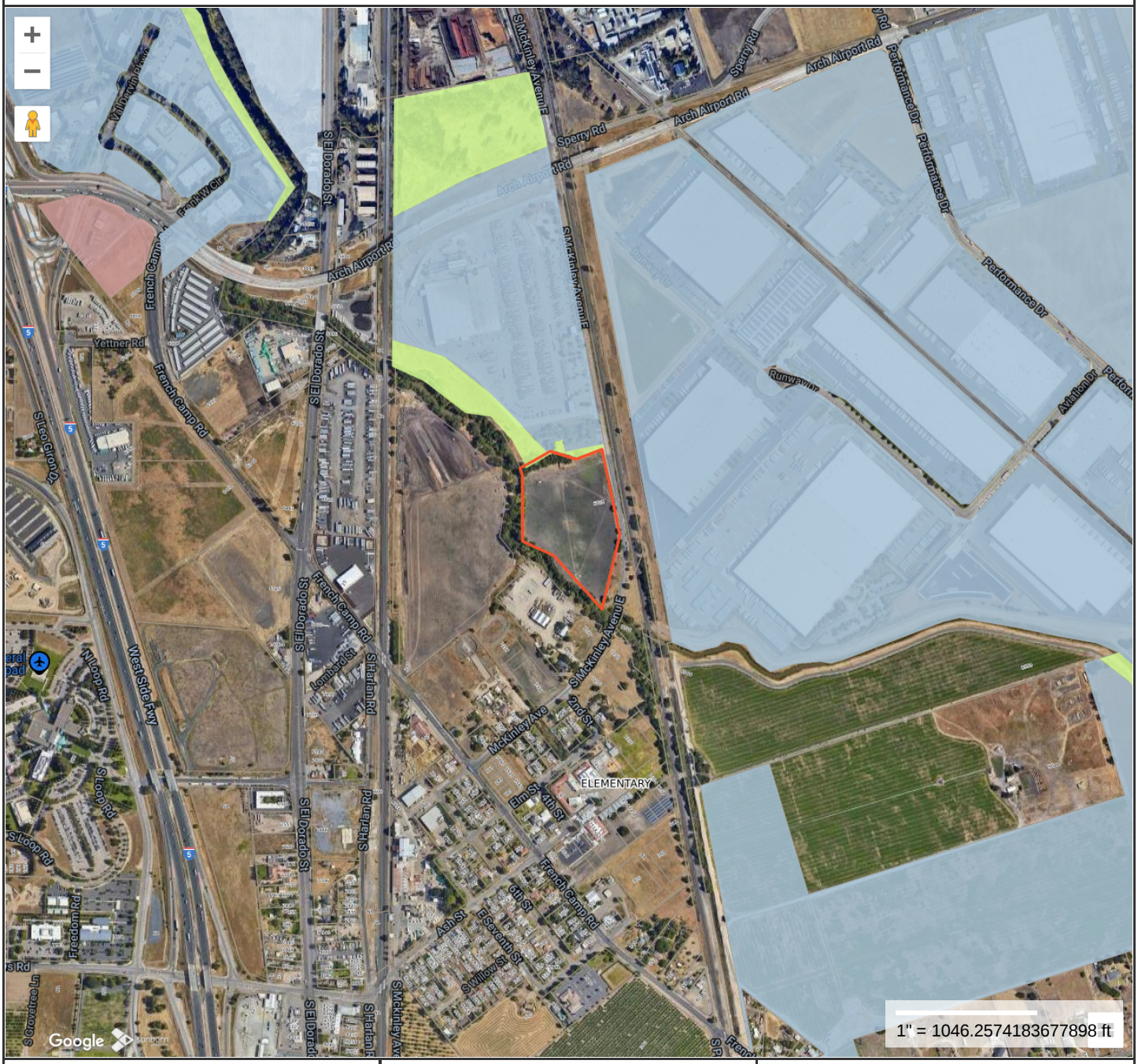
City of Stockton, CA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/03/2023
Data updated 05/01/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Zoning Map

December 30, 2024



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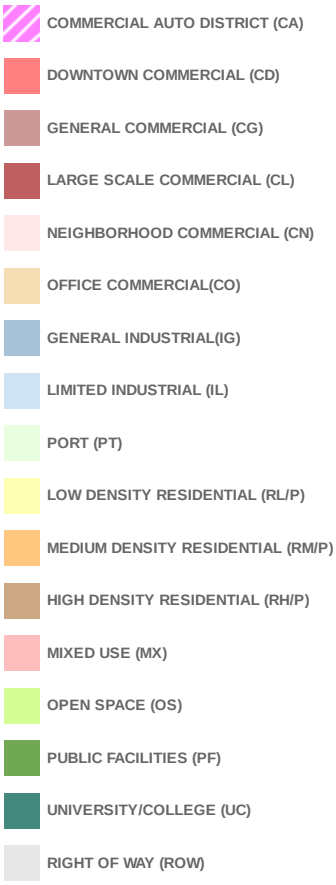
Map Theme Legends

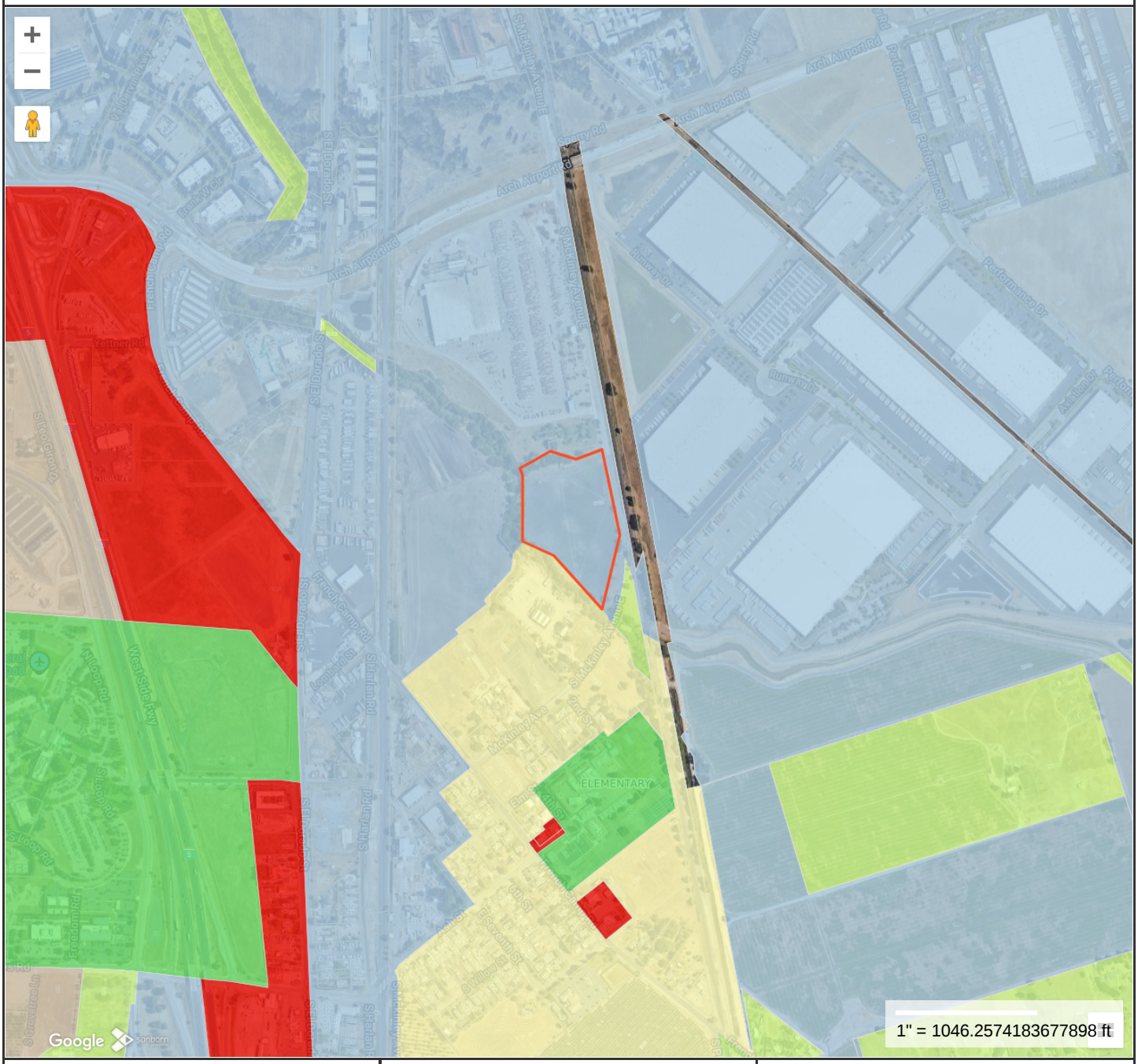
Zoning



City of Stockton, CA Zoning Data

General Plan Land Use Map

December 30, 2024



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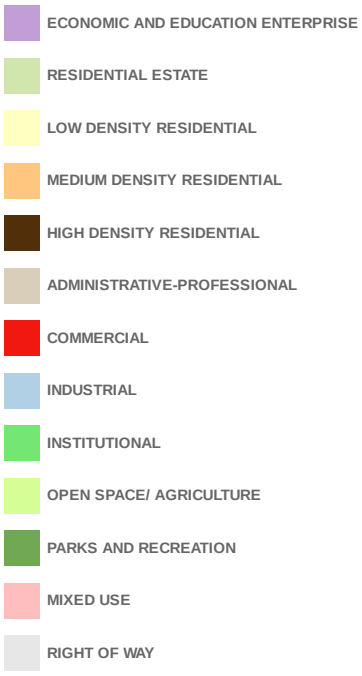
Geometry updated 05/03/2023
Data updated 05/01/2023

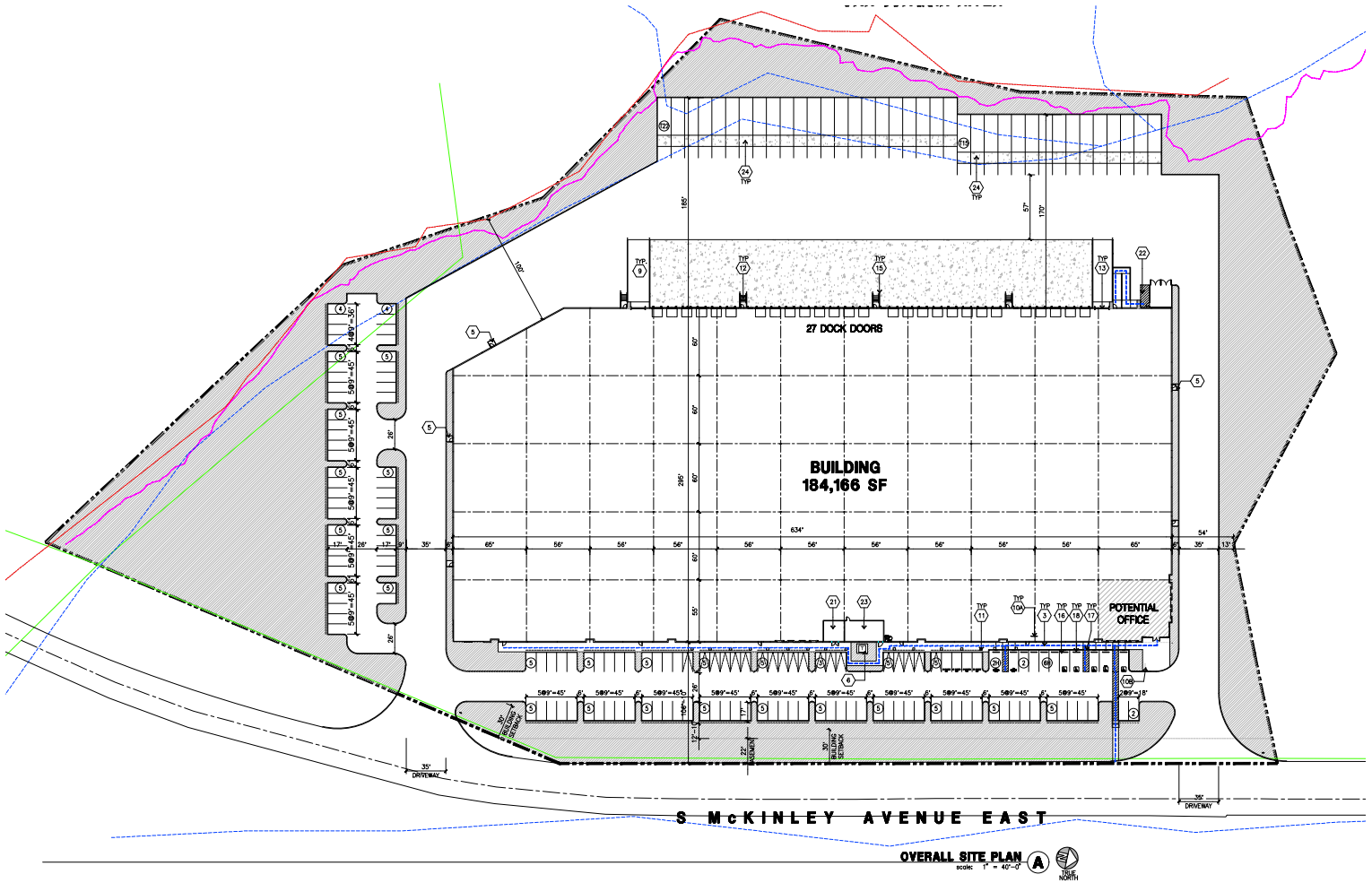
Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Map Theme Legends

General Plan Map



City of Stockton GIS data



OVERALL SITE PLAN
scale: 1" = 40'-0"

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT.
2. ASPHALT CONCRETE (AC) PAVING
3. ACCESSIBLE PATH OF TRAVEL
4. DRIVEWAY APRONS
5. 5'-6"X5'-6"X6" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH SLOPE TO BE 1/4" : 12" MAX.
6. APPROXIMATE LOCATION OF TRANSFORMER.
7. EXISTING SCREEN WALL
8. CONCRETE WALKWAY, MEDIUM BROOM FINISH. SEE "L" DRAWINGS.
9. CONCRETE RAMP WITH CONCRETE GUARD WALL. SEE "C" DRAWINGS.
10A. LONG TERM BIKE RACK.
10B. SHORT TERM BIKE RACK.
11. ELECTRIC VEHICLE CHARGER.
12. EXTERIOR CONCRETE STAIR.
13. 12' x 14' DRIVE-IN DOOR
14. LANDSCAPE.
15. CONC. FILLED GUARD POST 6" DIA. U.N.O. 48" H.
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOMES.
18. ACCESSIBLE PARKING STALL SIGN.
19. HARDSCAPE AT ENTRANCE. SEE "L" DRAWINGS.
20. ACCESSIBLE ENTRY SIGN.
21. PUMP ROOM.
22. TRASH ENCLOSURE.
23. ELECTRICAL ROOM.
24. CONCRETE DOLLY PAD. SEE SITE PLAN FOR WIDTH AND "C" DRAWINGS.
25. STORM TREATMENT SEE CIVIL DRAWINGS
26. EXTERIOR EMPLOYEE BREAK ROOM.

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY GEOTECHNICAL ENGINEER, DATE, PROJECT NUMBER #
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES
5. PROVIDE STRUCTURAL CALCULATION AND CONSTRUCTION ANCHORAGE DETAIL FOR TRANSFORMER PRIOR TO INSTALLATION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 1/2" EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH
11. U.N.O. PROVIDE KNOX BOXES AT ALL OFFICE ENTRANCES.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. ON-SITE FIRE MAIN, FIRE SPRINKLER, AND SPRINKLER MONITORING SYSTEM SHALL BE SUBMITTED SEPARATELY TO THE FIRE DEPARTMENT FOR REVIEW AND PERMITTING.
14. ALL VERTICAL MOUNTING POLES OF FENCING SHALL BE CAPPED.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
16. ALL INTERIOR AND EXTERIOR WALK SURFACES TO BE NON-SLIP TYPE

PROPERTY OWNER

GO INDUSTRIAL
PHONE: 602-714-4150
CONTACT: ROBERT GUERENA

APPLICANT'S REPRESENTATIVE

HPA, INC.
600 GRAND AVE, STE 302
OAKLAND, CA 94610
TEL: 949-862-2113
ATTN: DEBIE TRIANI

ADDRESS OF THE PROPERTY

6505 SOUTH MCKINLEY AVENUE EAST
STOCKTON, CA 95206

ASSESSOR'S PARCEL NUMBER

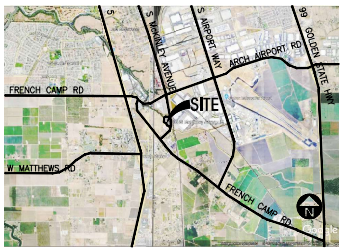
ZONING

INDUSTRIAL (IL)

LEGAL DESCRIPTION

SEE CIVIL PLANS

TABULATION



TABULATION

SITE AREA	
In s.f.	509,664 s.f.
In acres	1.70 ac
BUILDING AREA	
Office	5,000 s.f.
Warehouse	179,166 s.f.
TOTAL	184,166 s.f.
COVERAGE	
Max allowed	60%
Actual	36%
AJTC PARKING REQUIRED	
Office: 1/250 s.f.	20 stalls
Whse: 1/2,000 s.f.	90 stalls
TOTAL	110 stalls
AJTC PARKING PROVIDED	
Standard (9' x 19')	110 stalls
Accessible standard	3 stalls
Accessible Van	3 stalls
EV Capable	35 stalls
- EV Capable without EVSE	26 stalls
- EV Capable with EVSE	7 stalls
- EV accessible standard	1 stalls
- EV van accessible	1 stalls
TOTAL	151 stalls
TRAILER PARKING PROVIDED	
Trailer (12' x 53')	42 stalls
BICYCLE PARKING REQUIRED	
Long term (1+5% of total stalls)	9
Short term (4+5% of total stalls)	12
BICYCLE PARKING PROVIDED	
Long term	10
Short term	12
PROPOSED ZONING FOR CITY OF STOCTON	
Zoning Designation - Industrial, Limited (IL)	
MAXIMUM BUILDING HEIGHT ALLOWED	
Height - 100'	
SETBACK REQUIREMENT	
Building: Front - 30', Street side -23', Side - 0', Rear - 0'	Landscape: Front - 0'

SITE PLAN GENERAL NOTES

- CONCRETE PAVING. SEE "C" DRWGS. FOR THICKNESS
- STANDARD PARKING STALL (9' X 19')
- STANDARD PARKING STALL. EV CAPABLE
- STANDARD PARKING STALL WITH EVCS (EV CHARGER INSTALLED)
- TRAILER PARKING (10' X 53')
- LANDSCAPED AREA
- FIRE LANE
- COMPACT PARKING STALL 8' X 15' (13' WITH 2' OVERHANG)
- ACCESSIBLE PARKING STALL (9' X 19') + 5' W/ ACCESSIBLE AISLE
- ACCESSIBLE PARKING (VAN) STALL (12' X 19') + 5' W/ ACCESSIBLE AISLE
- PATH OF TRAVEL. MINIMUM WIDTH TO BE 4'. SLOPE NOT TO EXCEED 5% IN THE DIRECTION OF TRAVEL AND CROSS SLOPE NOT TO EXCEED 2%. SEE CIVIL FOR GRADING PLAN

LEGEND

- RIPARIAN BOUNDARY
- FLOOD ZONE
- OVERHEAD
- PG&E EASEMENT
- BUILDING SETBACK
- TOP OF CHANNEL

SOLID WASTE AND RECYCLABLE MATERIAL STORAGE

MINIMUM REQUIRED SQUARE FOOTAGE IS 384 SQ FT FOR THE FIRST 100,000 SQ FT OF FLOOR AREA PLUS 96 SQ FT FOR EVERY ADDITIONAL SQ FT OF FLOOR PROVIDED PER SMC 16.36.130.B

TOTAL BUILDING AREA: 184,166 SF
REQUIRED: 384 SF + (48 X (84,166 / 25,000))= 545 SF
PROVIDED: 30 X 40 = 1200 SF

HPA architecture 42 Years
hpa, inc.
600 Grand Ave, suite 302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT — ROBERT D. PAN — C-29451 — 3-31-23 RENEWAL DATE — STATE OF CALIFORNIA

Owner:
GO INDUSTRIAL
404 S Mill Ave, Ste C-201
Tempe, AZ 85281

Project:
6505 South McKinley Ave
Stockton, CA

Consultants:

Civil :	KIER & WRIGHT
Structural :	-
Mechanical :	-
Plumbing :	-
Electrical :	-
Landscape :	HILLMAN
Fire Protection :	-
Soils Engineer :	ENGEO

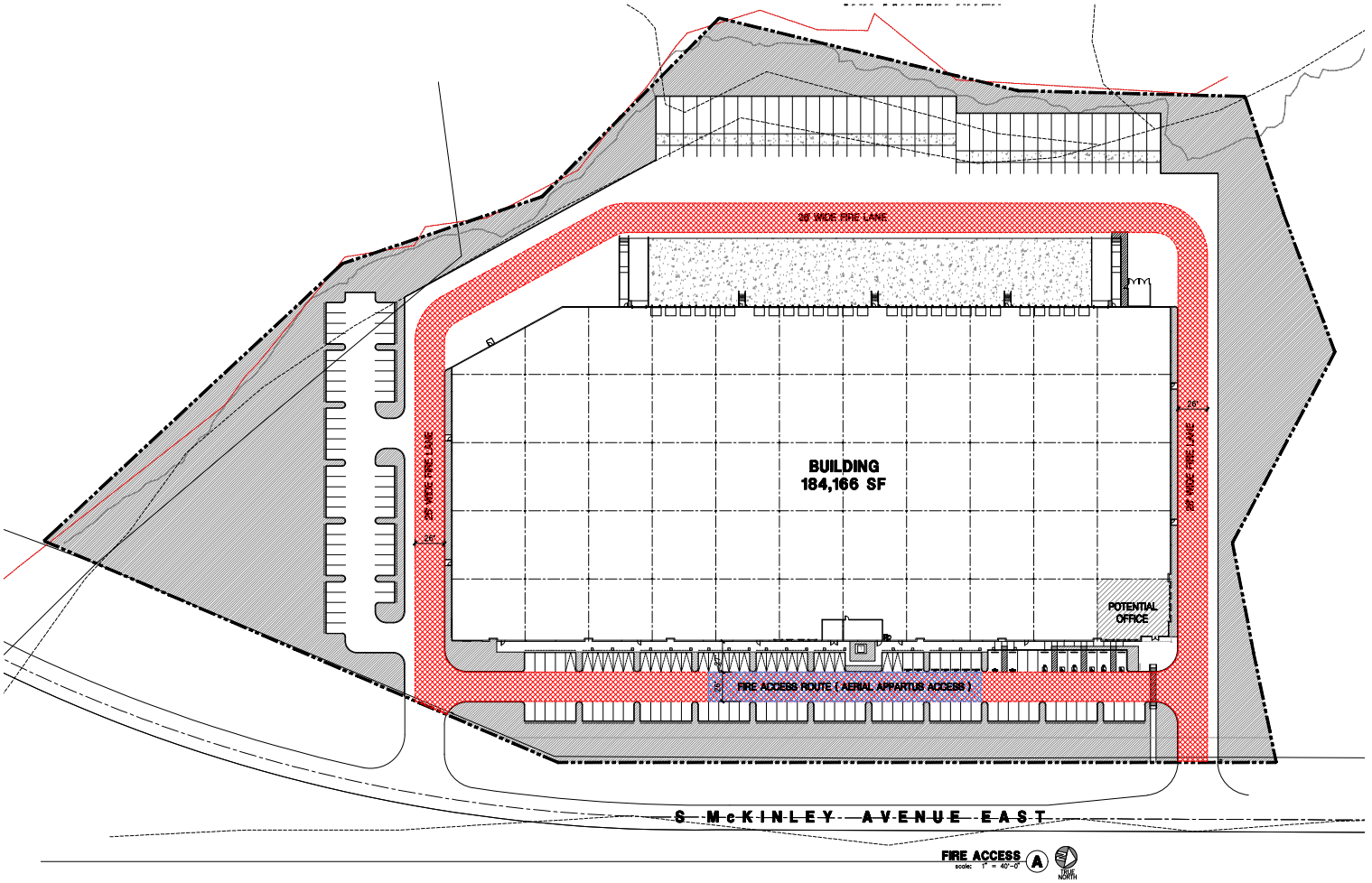
Title: OVERALL SITE PLAN

Project Number: 22075
Drawn by: KT
Date: 12/23/2022
Revision:

Sheet: DAB-A1.1

OFFICIAL USE ONLY

ATTACHMENT D



FIRE ACCESS
scale: 1" = 40'-0"

GENERAL NOTES

- FIRE LANE
- FIRE STRIPING LINE
- FIRE HYDRANT

HPA architecture
42 Years
hpa, inc.
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oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT
3-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Owner:

GO INDUSTRIAL

404 S Mill Ave, Ste C-201
Tempe, AZ 85281

Project:

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Stockton, CA

Consultants:

Civil :	KIER & WRIGHT
Structural :	-
Mechanical :	-
Plumbing :	-
Electrical :	-
Landscape :	HILLMAN
Fire Protection :	-
Soils Engineer :	ENGEO

Title:

FIRE ACCESS

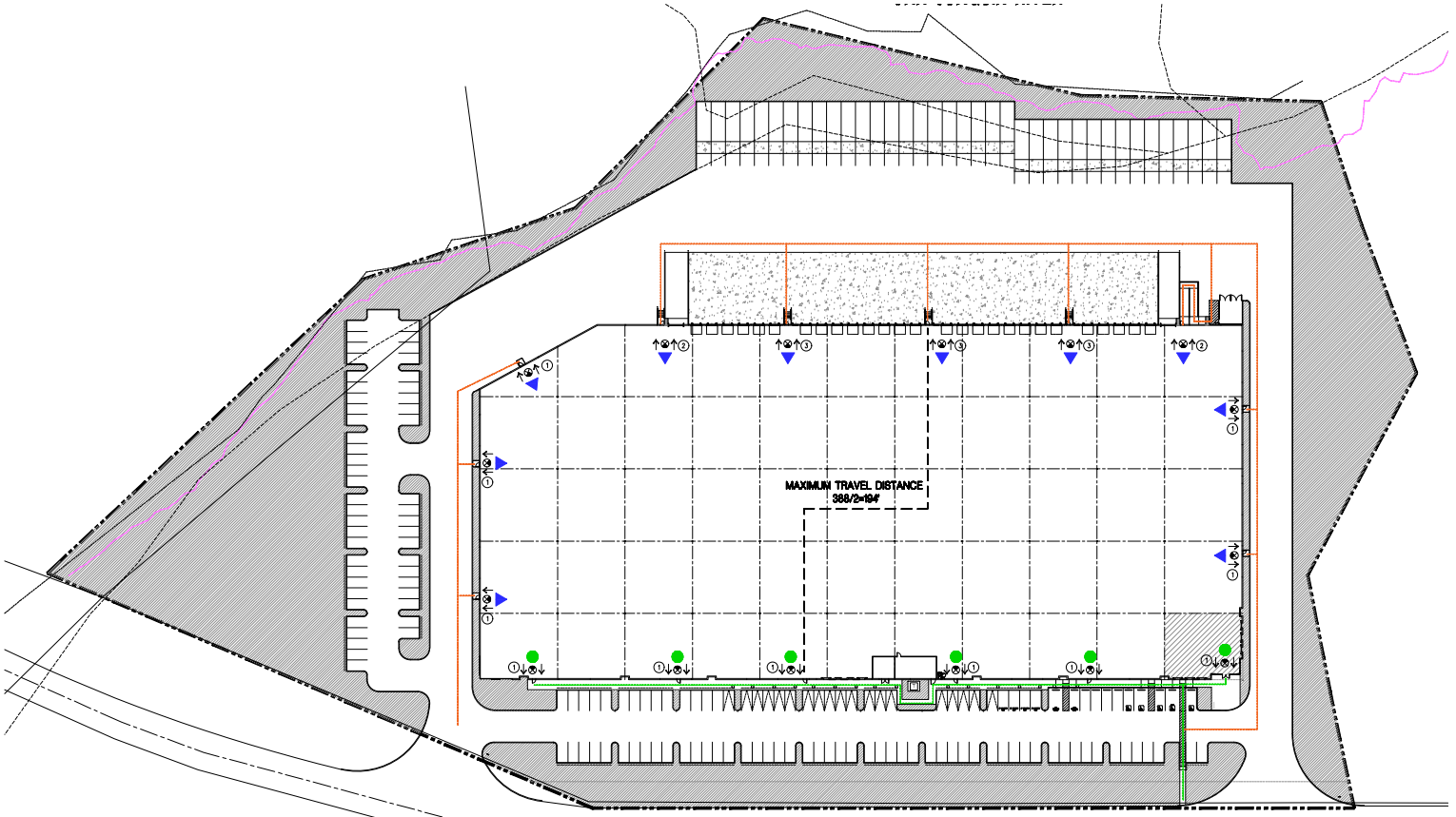
Project Number:	22075
Drawn by:	KT
Date:	12/23/2022

Revision:

Sheet:

DAB-A1.1F

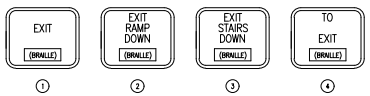
ATTACHMENT D



OVERALL SITE PLAN (A) scale: 1" = 40'-0"

NORTH

TACTILE EGRESS SIGNAGE



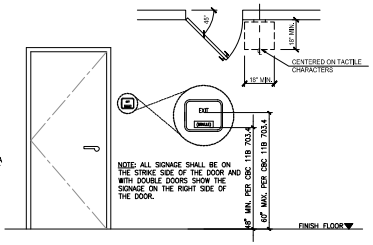
TACTILE EGRESS SIGNAGE:

1. EACH GRADE-LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT WITH THE WORD, "EXIT".
2. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE, PER SECTION 1013.4 CBC & 11B-703 CBC
   A. "EXIT STAIR DOWN"
   B. "EXIT RAMP DOWN"
   C. "EXIT STAIR UP"
   D. "EXIT RAMP UP"
3. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE."
4. EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE."
5. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT".
6. CHARACTERS SHALL BE SANS SERIF UPPERCASE AND SHALL COMPLY WITH SECTION 703.2 ACCOMPANIED BY GRADE 2 BRAILLE AND SHALL COMPLY WITH SECTION 11B-703.3 AND 703.4

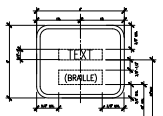
MISCELLANEOUS SIGNAGE

INTERNATIONAL ACCESSIBILITY SYMBOL TO BE PLACED AT ALL ACCESSIBLE ENTRANCES PER 2019 CBC SECTION 11B-206.4/11B-216.6. SIGN SHALL COMPLY WITH 2019 CBC SECTION 11B-703.7.2.1

SEE 12/AD.1 FOR DETAILS.



NOTE: ALL SIGNAGE SHALL BE ON THE STRIKE SIDE OF THE DOOR AND WITH DOUBLE DOORS SHOW THE SIGNAGE ON THE RIGHT SIDE OF THE DOOR.



TACTILE EGRESS SIGNAGE 3

MEANS OF EGRESS NOTES

1. EGRESS SHALL NOT PASS THROUGH ROOMS WHICH ARE NOT ACCESSORY USE OR HIGH HAZARD. PER 2019 CBC SECTION 1016.2
2. EGRESS DOORS SHALL COMPLY WITH SECTION 1010.
3. READILY DISTINGUISHABLE
   3.1. 32" CLEAR OPENING
   3.2. HINGED DOORS
   3.3. THE FORCE FOR OPENING SHALL NOT EXCEED 5 POUNDS OTHER THAN FIRE DOORS.
   3.4. ELEMENTS SHALL NOT PROJECT WITHIN THE REQUIRED WIDTH MORE THAN 4". PER 2019 CBC SECTION 1003.3
4. ALL ROOMS HAVE A MIN. CLEAR CEILING OF 9'-0".
5. EGRESS PATH OF TRAVEL SHALL HAVE EXIT SIGNS POSTED IN ACCORDANCE WITH SECTION 1013
6. EXIT SIGNS SHALL BE ILLUMINATED PER 2019 CBC SECTION 1013.3 AND CHAPTER 17 – SEE ELECTRICAL
7. ANY TIME THE BUILDING OR A PORTION OF THE BUILDING IS OCCUPIED THE MEANS OF EGRESS SERVING THE OCCUPIED PORTION SHALL BE ILLUMINATED AT AN INTENSITY OF 1 FOOT CANDLE AT THE WALKING SURFACE
8. POWER SUPPLY FOR EGRESS LIGHTING SHALL BE PROVIDED AND ALSO ON EMERGENCY PACK UP PER SECTION 1008.3 – SEE ELECTRICAL
9. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, THE EMERGENCY POWER SYSTEM SHALL BE PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES UNIT EQUIPMENT OR AN ON-SITE GENERATOR. PER 2019 CBC SECTION 1008.3
10. WHERE A KEY IN NEEDED TO OPERATE A DOOR IN THE EGRESS PATH A SIGN SHALL BE POSTED "THIS DOOR TO REMAIN UN LOCKED WHEN BUILDING IS OCCUPIED" PER 2019 CBC SECTION 1010.1.9.3
11. EGRESS DOORS OR GATES SHALL OPEN FORM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE PER SECTION 1010.1.9.
12. DOOR THRESHOLDS SHALL NOT EXCEED 1/2"
13. LANDINGS ON EACH SIDE OF THE DOOR SHALL BE LEVEL
14. PER 2019 CBC SECTION 1010.1.6 DOOR INTO STAIR LANDING IN FULLY OPEN POSITION SHALL NOT REDUCE THE REQUIRED DIMENSION MORE THAN 7"
15. TACTILE EXIT SIGNS SHALL BE PROVIDED PER CHAPTER 11B SECTION 703.1, EXTERIOR DOOR "EXIT", AT EXIT STAIRS "EXIT STAIR DOWN" MAKE PATH "EXIT ROUTE"
16. AISLES SHALL COMPLY WITH 2019 CBC CHAPTER 11B AND CHAPTER 1018
17. ALL SIGNAGE SHALL BE ON THE STRIKE OF THE DOOR, AND WITH DOUBLE DOORS SHOW THE SIGNAGE ON THE RIGHT SIDE OF THE DOOR.

SAFE DISPERSAL AREAS / ASSISTED RESCUE

SAFE DISPERSAL AREAS/ ASSISTED RESCUE SHALL BE PERMANENTLY MAINTAINED AND IDENTIFIED AS A SAFE DISPERSAL/ASSISTED RESCUE AREA

CBC-1028.5 ACCESS TO A PUBLIC WAY EXCEPTION: WHERE ACCESS TO A PUBLIC WAY CANNOT BE PROVIDED, A SAFE DISPERSAL SHOULD BE PROVIDED.

OCCUPANCY LOAD: 44 OCC
REQUIRED: 44 OCC X 5 SF = 220 SF
PROVIDED: 2(19' X 21') = 798 SF

OCCUPANT LOAD CALCULATION

TOTAL BUILDING AREA: 184,166 S.F.
WAREHOUSE AREA: 179,166 S.F.
OFFICE AREA: 5,000 S.F.

OCCUPANT LOAD:
WAREHOUSE AREA (1/500 S.F.) = 358
OFFICE AREA (1/150 S.F.) = 33
TOTAL OCCUPANT LOAD = 391

EXITING CALCULATION

TOTAL OCCUPANT LOAD = 391 / 16 EXITS = 24 OCCUPANTS PER EXIT

EXIT WIDTH:
DOOR WIDTH REQUIRED = 0.2" PER PERSON
STAIR WIDTH REQUIRED = 0.3" PER PERSON

REQUIRED DOOR WIDTH
24 X 0.2" = 4.8" (36" PROVIDED)

REQUIRED STAIR WIDTH
24 X 0.3" = 7.2" (5'-0" PROVIDED)

ACCESSIBLE EGRESS

PER CBC SECTION 1007.1, SAME NUMBER OF ACCESSIBLE MEANS OF EGRESS TO BE PROVIDED AS REQUIRED EXIT NUMBER BY 2019 CBC SECTIONS 1006.3.1.

REQUIRED EXIT NUMBER: 2 EXITS PER SECTION 1006.3.2 CBC.
REQUIRED ACCESSIBLE EXIT NUMBER: 2

PROVIDED EXIT AS
ACCESSIBLE MEANS OF EGRESS: 6 EXITS (●)

EXITS: 10 EXITS (▲)

NOTE: ABOVE IS BASED ON 2019 CBC.

EXIT LEGEND

● REQUIRED EXIT AS ACCESSIBLE MEANS OF EGRESS TO BE CONNECTED TO DISABLED ACCESS PATH OF TRAVEL.

▲ EXIT DOORS "NOT ACCESSIBLE" SIGN TO BE INSTALLED.

CBC 11B-206.4.1 EXCEPTION 2
EXITS IN EXCESS OF THOSE REQUIRED BY CHAPTER 10, AND WHICH ARE MORE THAN 24 INCHES (610 MM) ABOVE GRADE SHALL NOT BE REQUIRED TO COMPLY WITH SECTION 11B-404. DIRECTIONAL SIGNS SHALL COMPLY WITH CHAPTER 10, SECTION 1009.10.

NOTE: ABOVE IS BASED ON 2019 CBC.

DIRECT AND UNOBSTRUCTED ACCESSIBLE PATH OF TRAVEL TO PUBLIC WAY

DIRECT AND UNOBSTRUCTED PATH OF TRAVEL TO PUBLIC WAY

NOTE:
SINCE THE SHELL BUILDING DOES NOT INCLUDE ANY INFORMATION ABOUT EGRESS AROUND OR THROUGH OBSTRUCTIONS, FUTURE TENANT SPACE LAYOUTS MAY REQUIRE ADJUSTMENTS IN THE EGRESS SYSTEM SO THE MAXIMUM TRAVEL DISTANCE IS NOT EXCEEDED.

TABLE 1006.3.2
MINIMUM NUMBER OF EXITS OR ACCESS TO EXITS PER STORY

OCCUPANT LOAD PER STORY	MINIMUM NUMBER OF EXITS OR ACCESS TO EXITS FROM STORY
1-500	2
501-1,000	3
More than 1,000	4

HPA architecture 42 Years
hpa, inc.
600 Grand Ave, suite 302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT C-29451 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

Owner:

GO INDUSTRIAL

404 S Mill Ave, Ste C-201
Tempe, AZ 85281

Project:

6505 South McKinley Ave

Stockton, CA

Consultants:

Civil :	KIER & WRIGHT
Structural :	-
Mechanical :	-
Plumbing :	-
Electrical :	-
Landscape :	HILLMAN
Fire Protection :	-
Soils Engineer :	ENGEO

Title: EXIT PLAN

Project Number: 22075
Drawn by: KT
Date: 12/23/2022
Revision:

Sheet: DAB-A2.0

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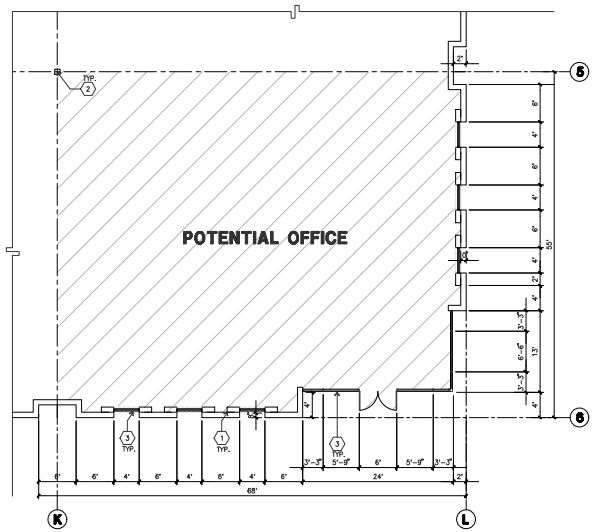
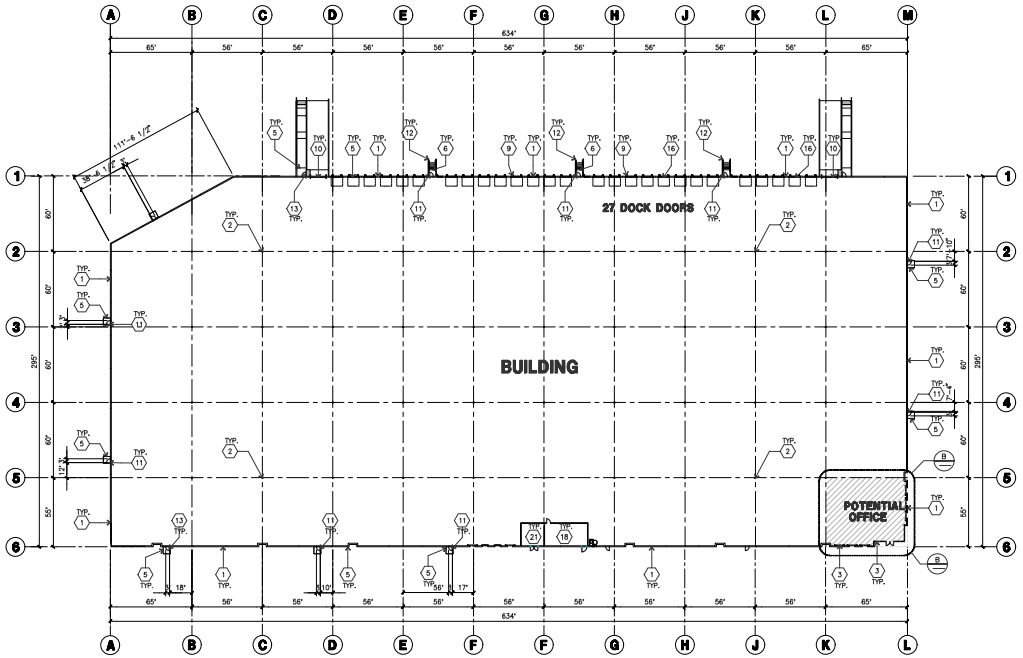


ENLARGED SITE PLAN B
scale: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"
0 8' 16' 24'
TRUE NORTH
PLAN NORTH



OVERALL SITE PLAN A
scale: 1"=40'-0"

SCALE: 1" = 40'-0"
0 40' 80' 120'
TRUE NORTH
PLAN NORTH

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE ENLARGED PLANS AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42" HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDES OF RAMP.
5. 9' X 10' DOCK DOOR. SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
6. EXTERIOR CONCRETE STAIR.
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX.
8. 4'X8' METAL LOUVER.
9. DOCK DOOR BUMPER.
10. 12' X 14' DRIVE THRU, SECTIONAL O.H., STANDARD GRADE. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
11. 3' X 7' HOLLOW METAL EXTERIOR MAN DOOR. DESIGNED TO RESIST CITY REQUIRED WIND SPEED.
12. CONC. FILLED GUARD POST. 6" DIA. U.N.O., 48"H.
13. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
14. INTERIOR ROOF DRAIN & OVERFLOW SCUPPERS.
15. INTERIOR ROOF DRAIN WITH PIPED OVERFLOW.
16. Z GUARD.
17. INTERIOR BIKE RACK.
18. ELECTRICAL ROOM.
19. METAL CANOPY ABOVE.
20. ROOF LADDER.
21. PUMP ROOM.

GENERAL NOTES - FLOOR PLAN

1. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 125' +/-. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS. INSURE HEAT AND SMOKE VENTS AS REQ'D COMPLY WITH TABLE 910.3 CBC.
2. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
3. SEE "S" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
4. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
5. THE BUILDING FLOOR SLAB IS FLAT/SLOPED. SEE CIVIL.
6. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
7. PROVIDE 6" DIA. CONCRETE BOLLARD AT ALL FIRE RISER AND UNPROTECTED INTERIOR ROOF DRAIN.
8. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
9. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
10. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A5.1. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
11. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
12. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE.
13. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
14. PROVIDE FIRE EXTINGUISHERS AT LOCATIONS DETERMINED BY FIRE DEPARTMENT.
15. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
16. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL ON ALL ACCESSIBLE ENTRANCES PER CBC 11B-216.8
17. ALL INTERIOR AND EXTERIOR WALKING SURFACES TO BE NON-SLIP TYPE

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT. SEE "S" DWGS FOR ADDITIONAL REQUIREMENTS

1. FLOOR COMPACTION = 95%
2. TRENCH COMPACTION = 90%
3. BUILDING FLOOR SLAB: SEE STRUCTURAL DRAWINGS FOR DETAILS.
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
6. CONTRACTOR TO CURE SLAB TO BE WET CURING USING BURLINE FOR 7 DAYS MIN.
7. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
8. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
9. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
10. NO FLY ASH IN THE CONCRETE
11. WHERE [ ] INDICATED, PROVIDE VAPOR BARRIER (15 MIL STEGO OR EQUAL) CONFORMING TO ASTM E 1745 UNDER THE CONCRETE SLAB. PROVIDE SAND PER SOILS ENGINEER OR MANUFACTURER'S RECOMMENDATION. CONCRETE SLAB IN OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
12. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER
13. SHURSEAL/LAPIDOLITH OR APPROVED EQUAL FLOOR SEALER APPLIED ONE COAT AT END OF JOB IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
14. NO PERMANENT GREASE PEN PANEL MARKS ON FLOOR SLAB. NO RED CAULK MARKS. ALL CONSTRUCTION MARKS TO BE REMOVED BEFORE SEALING.
15. 10' POUR STRIP AT TRUCK DOOR. 4FT. MAX. ELSEWHERE.
16. ALL FLOOR SLAB NAIL OR BRACE FRAME HOLES FILLED WITH APPROVED 2 PART EPOXY COMPOUND TO MATCH CONCRETE COLOR, PEDA BOND LV 2000,MURKE EPOXY INJECTION RESIN OR EQUAL.
17. PROVIDE FIRE EXTINGUISHERS PER FIRE DEPARTMENT REQUIREMENT.
18. MM-80 AT SPEED BMY ONLY, PRICE AS ADDITIONAL ALTERNATE

PAINT NOTES

INTERIOR GYP. BD. WALLS : SINGLE COAT OF ACRYLIC PAINT FRAZEE "WHITE" ON INTERIOR WALLS.

ALL STRUCTURAL STEEL MEMBER INC. COLUMNS, LEDGERS, JOISTS, & GIRDERS SHALL HAVE LIGHT GRAY SHOP PRIMER.

INTERIOR STEEL COLUMNS : PAINT OSHA YELLOW 10' A.F.F. ABOVE 12' APPLY ONE COAT OF WHITE PAINT

PIPE BOLLARDS SHALL HAVE TWO COATS OF ENAMEL "OSHA YELLOW".

EXTERIOR CONCRETE WALLS WILL HAVE ONE COAT OF PRIMER AND ONE FINISH COAT OF PAINT.

ALL EXTERIOR HOLLOW METAL DOORS AND DOCK DOORS TO HAVE ONE COAT OF EXTERIOR PRIMER AND TWO COATS OF ACRYLIC PAINT TO MATCH ADJACENT SURFACE COLORS. PIPE STEEL HANDRAILS SHALL HAVE TWO COATS OF LATEX PAINT.

HPA architecture 42 Years
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600 Grand Ave, suite 302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT C-28531 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

Owner:
GO INDUSTRIAL
404 S Mill Ave, Ste C-201
Tempe, AZ 85281

Project:
6505 South McKinley Ave
Stockton, CA

Consultants:

Civil :	KIER & WRIGHT
Structural :	-
Mechanical :	-
Plumbing :	-
Electrical :	-
Landscape :	HILLMAN
Fire Protection :	-
Soils Engineer :	ENGEO

Title: OVERALL SITE PLAN

Project Number: 22075
Drawn by: KT
Date: 12/23/2022
Revision:

Sheet: DAB-A2.1

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KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE CIVIL DRAWINGS. WATERPROOF ALL WALLS WHERE EXTERIOR GRADE IS HIGHER THAN FINISH FLOOR AND EXPOSED TO THE WEATHER. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN.
2. PANEL JOINT.
3. PANEL REVEAL - ALL REVEALS TO HAVE A MAX. OF 3/4" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR, U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND.
6. EXTERIOR CONCRETE STAIR.
7. METAL LOUVER. PAINT TO MATCH BUILDING COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS.
10. DOCK BUMPER.
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING.
12. METAL TUBE STEEL CANOPY
13. WALL MOUNTED LIGHT
14. RAMP / STAIR OUTLINE SHOWN IN DASHED PER SITEPLAN

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTIONS, GLASS, MEDIA, ATTACHMENTS AND LINTELS FOR WIND, SEISMIC AND WIND-BORNE DEBRIS RESISTANCE PER LOCAL CODE. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT SEVERAL CONCRETE PANEL W/ SELECTED COLORS. LOCATION TO BE SELECTED BY ARCHITECT. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON.
L. EXTERIOR STAIRS AND RAMPS TO MATCH BUILDING COLOR. RAILINGS TO MATCH BUILDING COLOR.
M. ALL DOORS TO BE PAINTED THE SAME COLOR AS THE ADJACENT WALL.

ELEVATION COLOR LEGEND/SCHED.

1. CONCRETE TILT-UP PANEL. COLOR : SW 7006 EXTRA WHITE
2. CONCRETE TILT-UP PANEL. COLOR : SW 7071 GRAY SCREEN
3. CONCRETE TILT-UP PANEL. COLOR : SW 7073 NETWORK GRAY
4. CONCRETE TILT-UP PANEL. COLOR : SW 7074 SOFTWARE
5. CONCRETE TILT-UP PANEL. COLOR : SW 6510 LOYAL BLUE
6. GLAZING COLOR : GREY GLAZING
7. MULLIONS COLOR : CLEAR ANODIZED ALUMINUM
8. CANOPY MATERIAL : SHERWIN-WILLIAMS SW 7006 EXTRA WHITE
   DOOR COLORS : MATCH BUILDING COLOR
   PREFINISHED WHITE AT SECTIONAL DOORS

GLAZING LEGEND

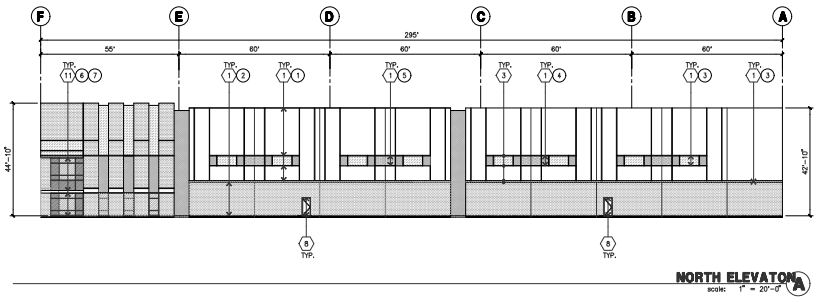
NOTE: ALL EXTERIOR AND INTERIOR GLAZING SHALL BE TEMPERED.

IV INSULATED VISION GLASS
SC SPANDREL GLASS WITH CONCRETE BEHIND
V SINGLE LITE VISION GLASS

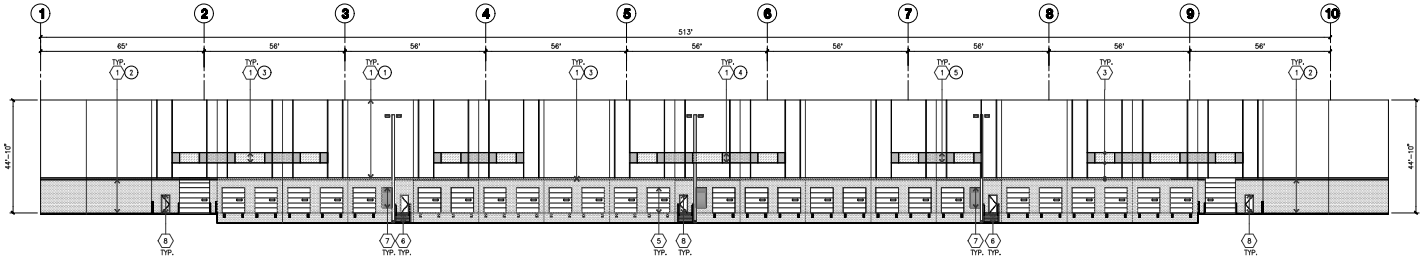
IV : INSULATED VISION GLASS
1/4" **PACIFICA** + AIR 1/2" +1/4" **SOLARBAN 60** CLEAR
1" INSULATED GLASS UNIT WITH 1/2" AIRSPACE AND 1/4" LITES
U: 0.29 SHGC: 0.22 VLT: 28%
MINIMUM VT TO BE 0.42 PER 2019 CEC TABLE 140.3-B

SC : SPANDREL WITH CONCRETE BEHIND
1/4" **CLEAR** SPANDREL FRIT FORD BLUE GLAZING
INSTALLED ON CONCRETE.

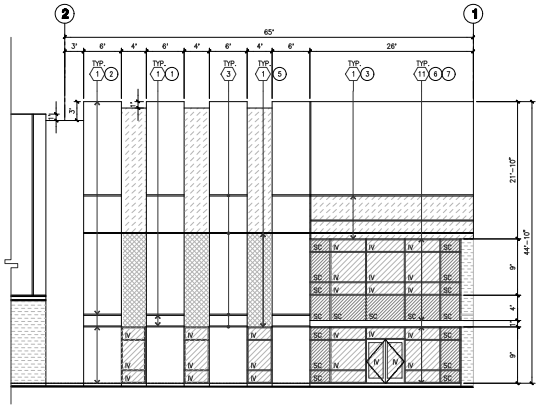
V : VISION GLASS
1/4" **PACIFICA**



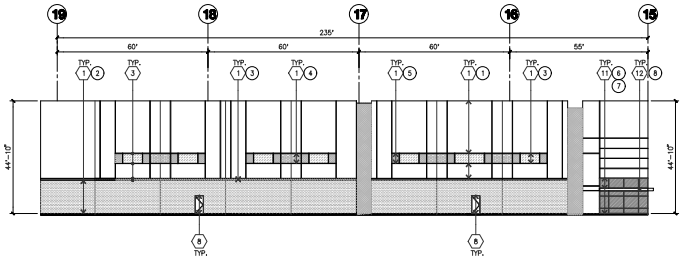
NORTH ELEVATON A
scale: 1" = 20'-0"



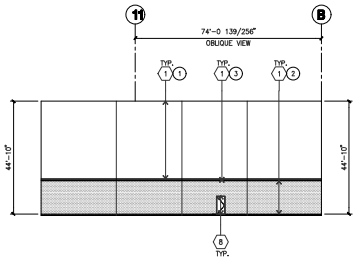
WEST ELEVATON B
scale: 1" = 20'-0"



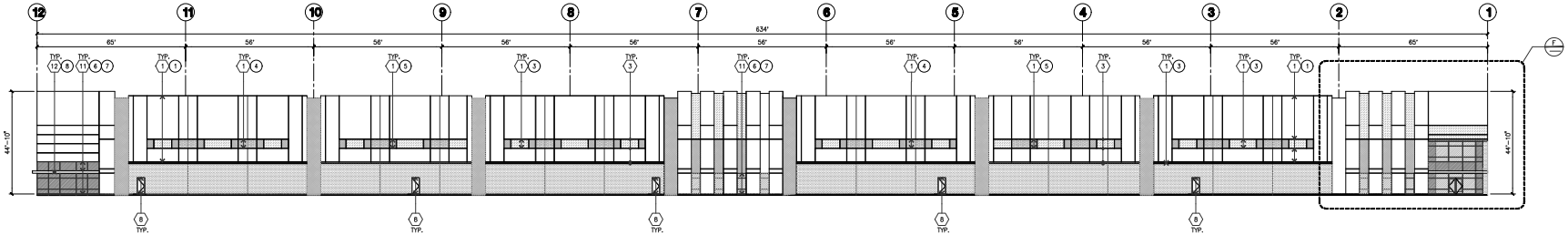
EAST ELEVATON F
scale: 1" = 20'-0"



SOUTHEAST ELEVATON D
scale: 1" = 20'-0"



SOUTHEAST ELEVATON C
scale: 1" = 20'-0"



EAST ELEVATON E
scale: 1" = 20'-0"

HPA architecture 42 Years
hpa, inc.
600 Grand Ave, suite 302
oakland, ca
94610
tel: 949•863•1770
fax: 949•862•0851
email: hpa@hparchs.com

LICENSED ARCHITECT — 25857 — 3-31-23 RENEWAL DATE — STATE OF CALIFORNIA

Owner:
GO INDUSTRIAL
404 S Mill Ave, Ste C-201
Tempe, AZ 85281

Project:
6505 South McKinley Ave
Stockton, CA

Consultants:

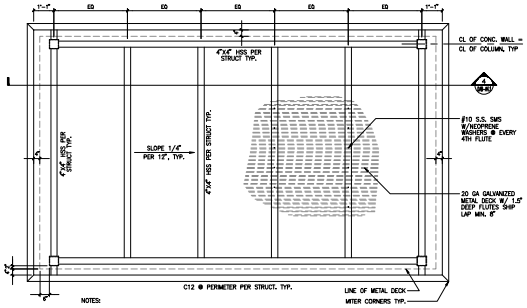
Civil :	KIER & WRIGHT
Structural :	-
Mechanical :	-
Plumbing :	-
Electrical :	-
Landscape :	HILLMAN
Fire Protection :	-
Soils Engineer :	ENGEO

Title: OVERALL SITE PLAN

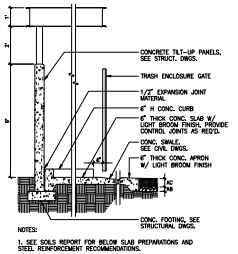
Project Number: 22075
Drawn by: KT
Date: 12/23/2022
Revision:

Sheet:
DAB-A3.1

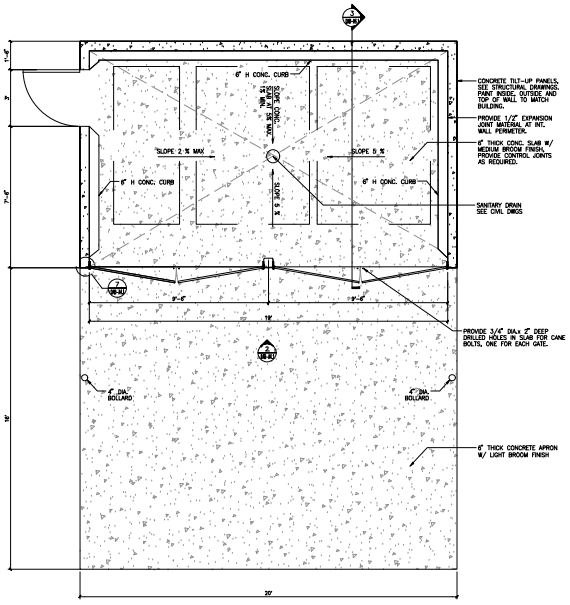
1112



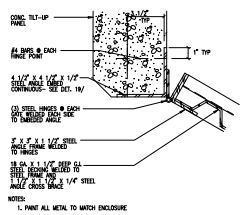
TRASH ENCLOSURE ROOF PLAN 5



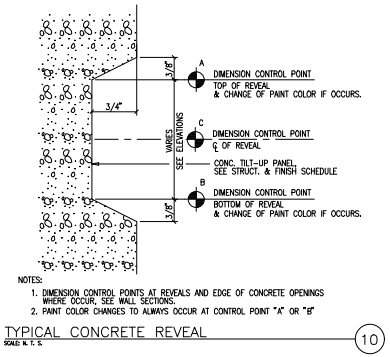
TRASH ENCLOSURE SECTION 3



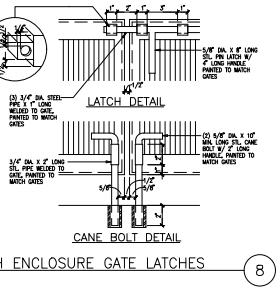
TRASH ENCLOSURE GATE ELEVATION 1



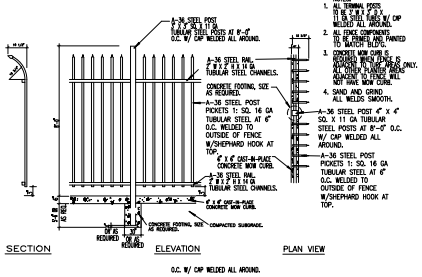
TRASH ENCLOSURE GATE & HINGE 7



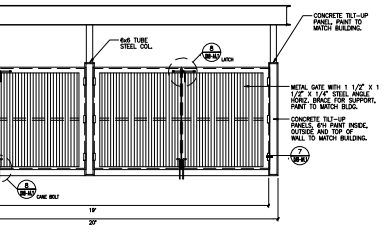
TYPICAL CONCRETE REVEAL 10



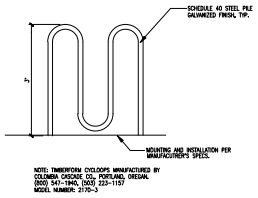
TRASH ENCLOSURE GATE LATCHES 8



METAL FENCE 5



TRASH ENCLOSURE GATE ELEVATION 2



BIKE RACK DETAIL 10

hpa, inc.
600 Grand Ave, suite 302
oakland, ca
94610
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

Owner:

GO INDUSTRIAL

404 S Mill Ave, Ste C-201
Tempe, AZ 85281

Project:

6505 South McKinley Ave

Stockton, CA

Consultants:

Civil :	KIER & WRIGHT
Structural :	-
Mechanical :	-
Plumbing :	-
Electrical :	-
Landscape :	HILLMAN
Fire Protection :	-
Soils Engineer :	ENGEO

Title: DETAILS

Project Number: 22075
Drawn by: KT
Date: 12/23/2022
Revision:

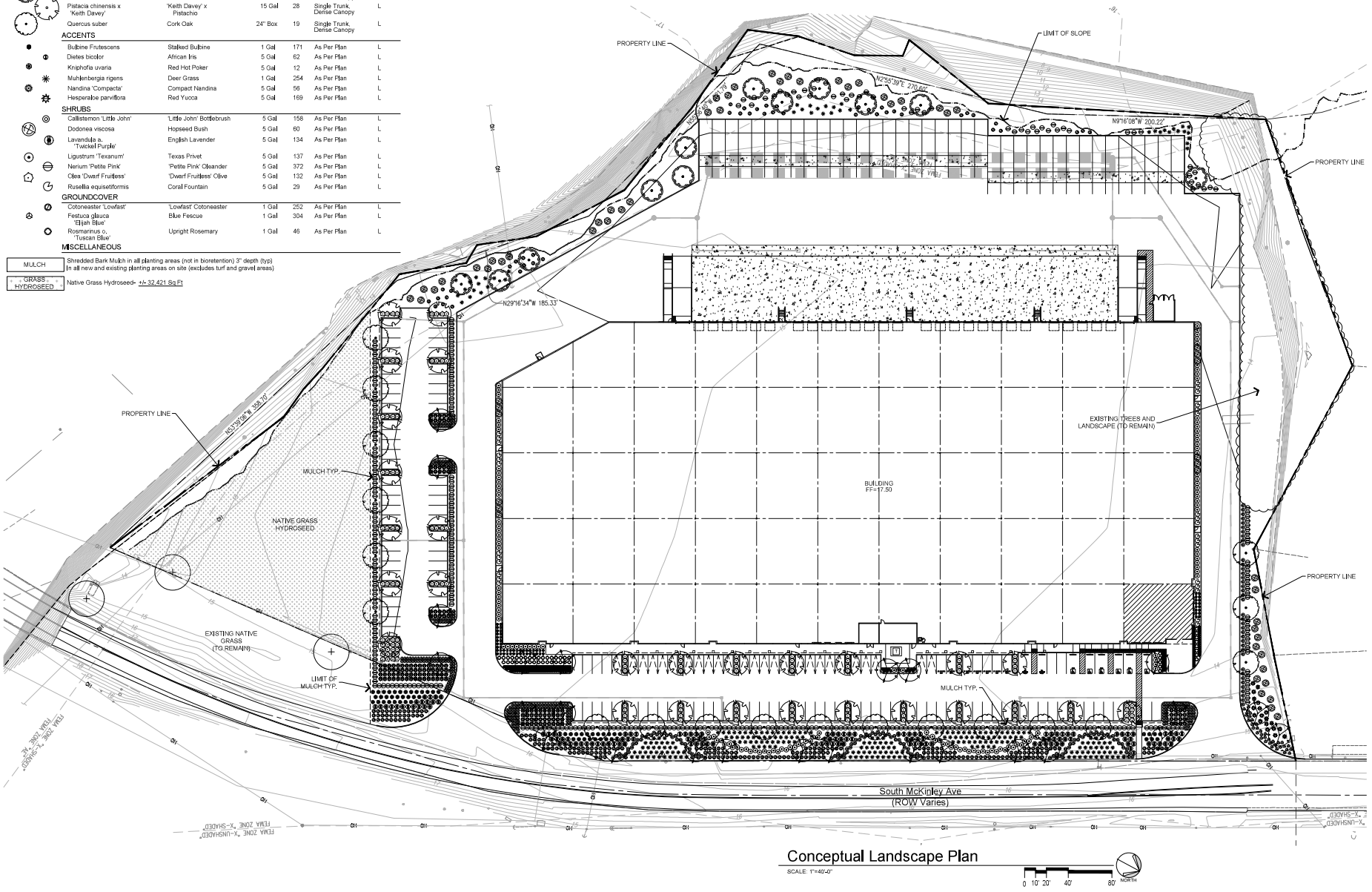
Sheet:

DAB-AD.1

1113

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS	WUCOLS
	TREES					
	Existing Tree (To Remain)					
	Lagerstroemia x 'Muskogee'	Crape Myrtle	15 Gal	25	Multi-Trunk, Dense Canopy	L
	Cercis occidentalis	Western Redbud	15 Gal	12	Single Trunk, Dense Canopy	L
	Pistacia chinensis x 'Keith Davey'	'Keith Davey' x Pistachio	15 Gal	28	Single Trunk, Dense Canopy	L
	Quercus suber	Cork Oak	24" Box	19	Single Trunk, Dense Canopy	L
	ACCENTS					
	Bulbine Frutescens	Stalked Bulbine	1 Gal	171	As Per Plan	L
	Dietes bicolor	African Iris	5 Gal	62	As Per Plan	L
	Kniphofia uvaria	Red Hot Poker	5 Gal	12	As Per Plan	L
	Muhlenbergia rigens	Deer Grass	1 Gal	254	As Per Plan	L
	Nandina 'Compacta'	Compact Nandina	5 Gal	56	As Per Plan	L
	Hesperaloe parviflora	Red Yucca	5 Gal	169	As Per Plan	L
	SHRUBS					
	Callistemon 'Little John'	'Little John' Bottlebrush	5 Gal	158	As Per Plan	L
	Dodonea viscosa	Hopseed Bush	5 Gal	60	As Per Plan	L
	Lavandula a. 'Twickel Purple'	English Lavender	5 Gal	134	As Per Plan	L
	Ligustrum 'Texanum'	Texas Privet	5 Gal	137	As Per Plan	L
	Nerium 'Petite Pink'	'Petite Pink' Oleander	5 Gal	372	As Per Plan	L
	Olea 'Dwarf Fruitless'	'Dwarf Fruitless' Olive	5 Gal	132	As Per Plan	L
	Rusellia equisetiformis	Coral Fountain	5 Gal	29	As Per Plan	L
	GROUNDCOVER					
	Cotoneaster 'Lowfast'	'Lowfast' Cotoneaster	1 Gal	252	As Per Plan	L
	Festuca glauca 'Elijah Blue'	Blue Fescue	1 Gal	304	As Per Plan	L
	Rosmarinus o. 'Tuscan Blue'	Upright Rosemary	1 Gal	46	As Per Plan	L
	MISCELLANEOUS					
MULCH	Shredded Bark Mulch in all planting areas (not in bioretention) 3" depth (typ) In all new and existing planting areas on site (excludes turf and gravel areas)					
GRASS HYDROSEED	Native Grass Hydroseed- +/- 32,421 Sq Ft					



Conceptual Landscape Plan

SCALE: 1"=40'-0"

0 10' 20' 40' 80' NORTH

hillman workshop
landscape architecture
2901 e. highland ave
phoenix, az 85016
480-686-2001

LICENSED LANDSCAPE ARCHITECT
ANDREW ARNOLD HILLMAN
11/30/2024
04/05/23
STATE OF CALIFORNIA

GO INDUSTRIAL

6505 S. McKinley Avenue
Stockton, California

04.05.23

Planting Plan

L-1

1 of 1

LAFC __-25

_____

TO THE CITY OF STOCKTON

EXHIBIT "A" - Annexation Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO REVOCABLE TRUST RECORDED MARCH 22, 2024 AS INSTRUMENT NO. 2024-024121, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND A PORTION OF PARCEL THREE OF THE TRUST TRANSFER DEED RECORDED MARCH 30, 2016 AS INSTRUMENT NO. 2016-035593, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND A PORTION OF SOUTH MCKINLEY AVENUE AND A PORTION OF THE UNION PACIFIC RAILROAD(FORMERLY WESTERN PACIFIC RAILROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE WEST LINE OF MCKINLEY AVENUE WITH THE CENTERLINE OF AN UNNAMED SLOUGH, WHICH EXTENDS EASTERLY FROM THE FRENCH CAMP SLOUGH AS SHOWN ON THE MAP OF SURVEY FILED FOR RECORD IN BOOK 31 OF SURVEYS, PAGE 77, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID DEED (2024-024121) AND BEING ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH MCKINLEY AVENUE;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE NORTH 79° 16' 00" EAST, 136.00 FEET TO THE EAST LINE OF SAID UNION PACIFIC RAILROAD.

THENCE ALONG SAID EAST LINE OF THE UNION PACIFIC RAILROAD SOUTH 10° 44' 00" EAST, 1441.45 FEET TO THE INTERSECTION WITH THE EXTENTION OF THE SOUTHWESTERLY LINE OF SAID DEED (2024-024121);

THENCE ALONG SAID SOUTHWESTERLY EXTENTION AND SOUTHERLY AND WESTERLY LINES OF SAID DEED (2024-024121) FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 53° 39' 06" WEST, 845.17 FEET,
2) NORTH 29° 16' 34" WEST, 185.33 FEET,
3) NORTH 55° 56' 40" WEST, 221.79 FEET,
4) NORTH 02° 55' 39" EAST, 270.60 FEET, AND
5) NORTH 09° 16' 08" WEST, 200.22 FEET TO THE NORTHERLY LINE OF SAID DEED (2024-024121);

THENCE ALONG SAID NORTHERLY LINE FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 61° 04' 00" EAST, 108.00 FEET,
2) NORTH 58° 59' 00" EAST, 130.95 FEET,
3) SOUTH 72° 27' 00" EAST, 190.33 FEET,
4) NORTH 68° 27' 00" EAST, 98.80 FEET, AND

5) NORTH 67° 36' 00" EAST, 98.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 760,456 SQUARE FEET OR 17.4577 ACRES, MORE OR LESS.

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT (GOVERNMENT CODE SECTION 66410) AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

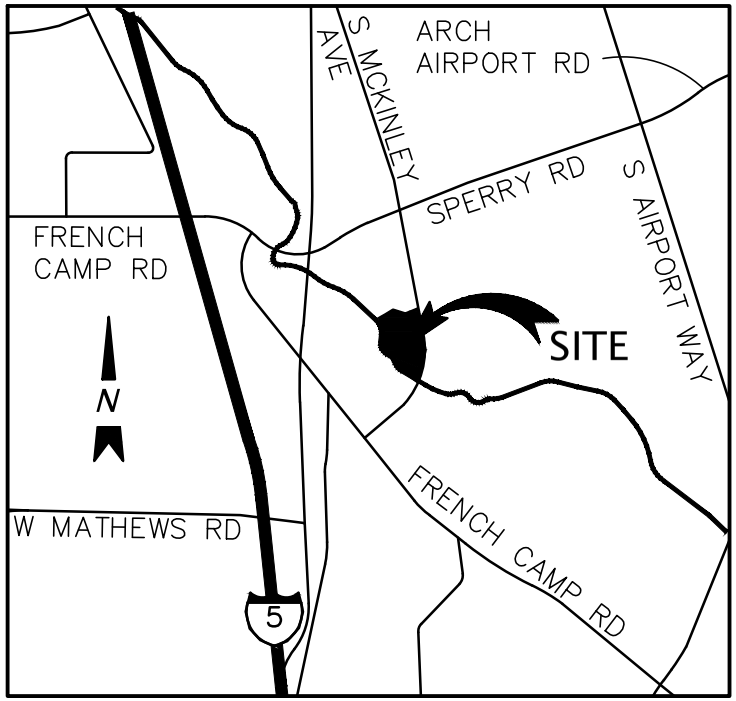
EXHIBIT "B" A PLAT IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

_____ 6/10/2025_____

KC J. KELLER, P.L.S. 9731 DATE



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION.
FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

DATED THIS _____ DAY OF_____ , 2025.

DRAFT

KC JAMES KELLER P.L.S. NO. 9731

PROFESSIONAL LAND SURVEYOR
KC J. KELLER
No. 9731
STATE OF CALIFORNIA

BASIS OF BEARINGS

THE BEARING OF SOUTH 13° 22' 54" EAST TAKEN ON THE MONUMENT LINE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON JULY 13, 2020, IN BOOK 39 OF MAPS AT PAGE 185, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

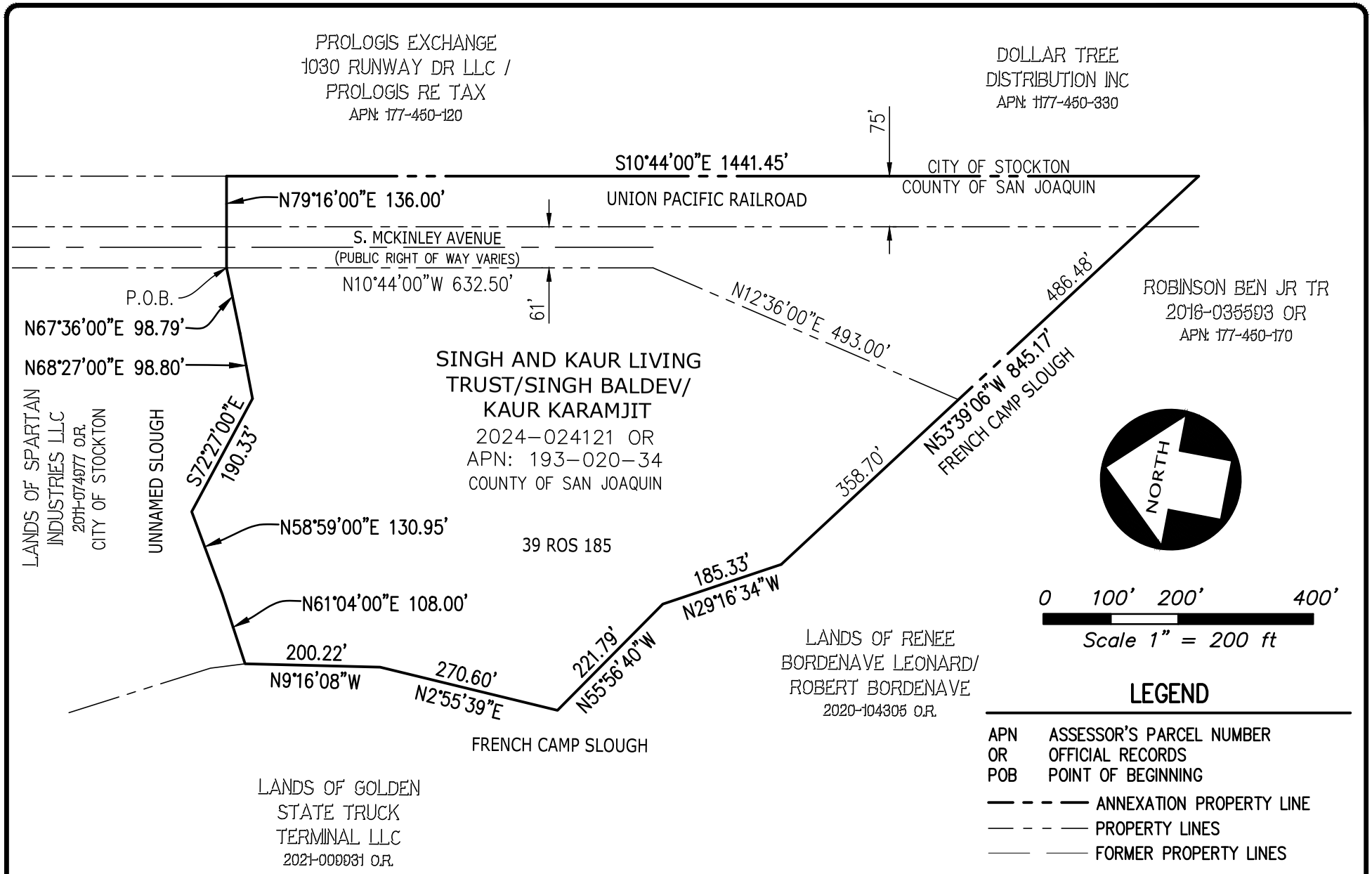
KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT "B" - ANNEXATION PLAT
LAFC __ - 25

TO THE CITY OF STOCKTON
SAN JOAQUIN COUNTY CALIFORNIA

DATE	JUNE, 2025
SCALE	NTS
BY	KJK
JOB NO.	A22058
SHEET	1 OF 2

ATTACHMENT E



LEGEND

APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
— — — —	ANNEXATION PROPERTY LINE
— — — —	PROPERTY LINES
—— ——	FORMER PROPERTY LINES

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT "B" - ANNEXATION PLAT
LAFC __ - 25

TO THE CITY OF STOCKTON
SAN JOAQUIN COUNTY CALIFORNIA

DATE	JUNE, 2025
SCALE	1" = 200'
BY	KJK
JOB NO.	A22058
SHEET	2 OF 2

Parcel Map Check Report

Prepared by Kier & Wright
Date: 6/9/2025

Parcel Name: ANNEXATION AREA

North:12,871.9265'	East:13,669.0773'
Segment# 1: Line	
Course: N79°16'00"E	Length: 136.00'
North: 12,897.2549'	East: 13,802.6979'
Segment# 2: Line	
Course: S10°44'00"E	Length: 1,441.45'
North: 11,481.0237'	East: 14,071.1510'
Segment# 3: Line	
Course: N53°39'06"W	Length: 845.17'
North: 11,981.9499'	East: 13,390.4269'
Segment# 4: Line	
Course: N29°16'34"W	Length: 185.33'
North: 12,143.6083'	East: 13,299.7971'
Segment# 5: Line	
Course: N55°56'40"W	Length: 221.79'
North: 12,267.8099'	East: 13,116.0452'
Segment# 6: Line	
Course: N2°55'39"E	Length: 270.60'
North: 12,538.0567'	East: 13,129.8653'
Segment# 7: Line	
Course: N9°16'08"W	Length: 200.22'
North: 12,735.6625'	East: 13,097.6163'
Segment# 8: Line	

Course: N61°04'00"E
North: 12,787.9120'

Length: 108.00'
East: 13,192.1361'

Segment# 9: Line
Course: N58°59'00"E
North: 12,855.3889'

Length: 130.95'
East: 13,304.3625'

Segment# 10: Line
Course: S72°27'00"E
North: 12,797.9972'

Length: 190.33'
East: 13,485.8335'

Segment# 11: Line
Course: N68°27'00"E
North: 12,834.2877'

Length: 98.80'
East: 13,577.7271'

Segment# 12: Line
Course: N67°36'00"E
North: 12,871.9337'

Length: 98.79'
East: 13,669.0630'

Perimeter: 3,927.42'
Error Closure: 0.0160
Error North : 0.00712

Area: 760,455.73Sq.Ft.
Course: N63°28'34"W
East: -0.01427

Precision 1: 245,464.37

ATTACHMENT F

193–02

1121

POR. SECS. 12 & 13, C. M. WEBER GRANT

THIS MAP IS FOR ASSESSMENT USE ONLY

SAN JOAQUIN COUNTY CALIFORNIA ASSESSOR

1" = 600'

DISCLAIMER
The sole purpose of this document is for the assessment and collection of County property taxes. County makes no representation or warranty, express or implied, about the completeness, accuracy, reliability or authenticity of the information set forth in this document. Therefore, this document should not be relied upon to determine the legal ownership of any specific parcel(s), nor to facilitate any real property transaction(s) between private parties. County is not liable for any loss or damage whatsoever arising from or in connection with the use of or reliance upon this document(s)

APN #	: 19302034
CURRENT JURISDICTION	: SAN JOAQUIN COUNTY
CITY PLANNING AREA	: STOCKTON
GENERAL PLAN	: I/L
ZONING	: AU-20
PROPOSED JURISDICTION	: CITY OF STOCKTON
PROPOSED ZONING	: IL

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
94–95	35		
96–97	38		
99–00	40		
01–02	42		
06–07	43		
11–12	46	49	
12–13	51	53	
16–17	55		
20–21	56	58	

A – P.M. Bk. 03 Pg. 081
B – R.S. Bk. 09 Pg. 132
C – R.S. Bk. 17 Pg. 057
D – P.M. Bk. 06 Pg. 092
E – R.S. Bk. 28 Pg. 028
F – R.S. Bk. 30 Pg. 004
– P.M. Bk. 20 Pg. 079
G – R.S. Bk. 32 Pg. 146
H – R.S. Bk. 14 Pg. 079

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

PROJECT SITE

Assessor's Map Bk.193 Pg.02
County of San Joaquin, Calif.

06–07

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING A MITIGATED NEGATIVE DECLARATION FOR AN INDUSTRIAL PROJECT LOCATED AT 6505 SOUTH MCKINLEY AVENUE (APN 193-020-34) (APPLICATION NO. P23-0125)

On May 10, 2023, the Applicant, GO Industrial, submitted a request for a prezone, annexation, and the required entitlements to develop industrial uses on a legal parcel totaling approximately 9.84-acres located west of South McKinley Avenue and south of Arch Airport Road with one building of 181,166 square feet, parking lot areas, landscaping, lighting, drainage facilities, with loading and service area (Project); and

An Initial Study and Mitigated Negative Declaration (MND) was prepared to address environmental impacts associated with the proposed Project that are known to the City, and that were raised during the review process. The MND discussed impacts associated with: Aesthetics and Visual Resources, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources/Tribal Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Noise, and Transportation; and

On August 30, 2024, per CEQA Guidelines section 15072, a Notice of Intent (NOI) was distributed to the public, responsible agencies, trustee agencies, and the San Joaquin County Clerk for public review and comment on MND pursuant to CEQA Guidelines Section 15072. The City's NOI period closed on September 30, 2024, however the City extended the review period by another 30 days to October 20, 2024; and

A total of four (4) written communications were received during the review period, from:

- Central Valley Regional Water Quality Control Board, September 30, 2024
- Mitchell M. Tsai Law Firm representing Carpenters Local Union #152, September 30, 2024
- Adams Broadwell Joseph & Cardozo representing the San Joaquin Residents for Responsible Development, September 17, 2024
- Blum Collins & Ho representing the Golden State Environmental Justice Alliance, September 25, 2024 (comments withdrawn on November 15, 2024); and

In accordance with CEQA Guidelines sections 15071 through 15075 the City Council must consider the Mitigated Negative Declaration before acting on the Project. The Planning Commission made a recommendation to the City Council to adopt the Mitigated Negative Declaration; and

On March 17, 2025, a public notice for the subject application was published in The Record, a local Stockton newspaper, in accordance with the Stockton Municipal Code (SMC) Section 16.88.030; and

On March 27, 2025, the Planning Commission conducted a public hearing on the application, in compliance with SMC Section 16.88.040, at which point all persons wishing to be heard were provided such opportunity; and

At the March 27, 2025, public hearing, and prior to acting on this request, the Planning Commission considered and recommended adoption of a Mitigated Negative Declaration prepared pursuant to the California Environmental Quality Act (CEQA), and recommended the Project be continued to the April 10, 2025, public hearing with additional Conditions of Approval added related to truck idling and buffering to sensitive receptors with trees; and

On April 10, 2025, the Planning Commission conducted a public hearing on the Project, including the recommendation to the City Council to adopt the MND, in compliance with SMC Section 16.88.040, at which point all persons wishing to be heard were provided such opportunity, and the Planning Commission voted 6-0 in support of recommending approval of the Project and adoption of the MND to the City Council; and

On May 15, 2025, a public notice for the subject application was published in The Record, a local Stockton newspaper, in accordance with the Stockton Municipal Code (SMC) Section 16.88.030; and

On July 15, 2025, the City Council conducted a public hearing on the Project, including adoption of the MND, in compliance with SMC Section 16.88.040, at which point all persons wishing to be heard were provided such opportunity; now, therefore,

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

1. The foregoing recitals are true and correct and are incorporated by this reference.

2. Based on its review of the entire record herein, the City Council hereby finds:

    a. A Mitigated Negative Declaration was prepared for the Project, in accordance with CEQA.

    b. The Mitigated Negative Declaration identified environmental impacts which could occur from the Project, and, where feasible, application of mitigation measures that would reduce the impacts to a level of less than significant.

c. The City Council finds that the Mitigated Negative Declaration for the Project has been completed in accordance with the requirements of the CEQA, CEQA Guidelines, and Stockton Municipal Code (SMC) Section 16.88.040 (Environmental Determination).

d. The City Council finds the Mitigated Negative Declaration was prepared, published, circulated, and reviewed in accordance with the requirements of CEQA and CEQA Guidelines, and constitutes an adequate, accurate, objective, and complete Mitigated Negative Declaration in full compliance with the requirements of CEQA and CEQA Guidelines.

e. The City Council finds that the Mitigated Negative Declaration has been presented to it, that both the Planning Commission and City Council have reviewed the Mitigated Negative Declaration and has considered the information contained in the Mitigated Negative Declaration prior to acting on the proposed Project, and that the Mitigated Negative Declaration reflects the City Council's independent judgement and analysis.

3. Based on its review of the entire record herein, all supporting, referenced, and incorporated documents, and all comments received, the City Council hereby:

    1) Adopts the Mitigated Negative Declaration, which includes the Mitigation Monitoring and Reporting Program, attached as Exhibit 1 and incorporated herein pursuant to CEQA Guidelines section 15074.

    2) Directs that upon approval of the Project, the Community Development Department shall file a Notice of Determination with the County Clerk of San Joaquin County and State Office of Planning and Research pursuant to CEQA section 15075.

    3) Directs that, pursuant to CEQA section 15072, the documents and other materials that constitute the record of proceedings upon which the City Council's decision is based, be located in and may be obtained from, the Office of the City Clerk at 425 N. El Dorado Street, 1st Floor, Stockton, CA 95202; the City Clerk is the custodian of records for all matters before the City Council.

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Based on its review of the entire record herein, all supporting, referenced, and incorporated documents, and all comments received, the City Council adopts the Mitigated Negative Declaration for the McKinley Industrial Project.

PASSED, APPROVED, and ADOPTED July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

FIRSTCARBONSOLUTIONS™

DRAFT
South McKinley Avenue East Industrial Project
Initial Study/Mitigated Negative Declaration
City of Stockton, San Joaquin County, California

Prepared for:
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Report Date: August 30, 2024

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ACRONYMS AND ABBREVIATIONS

°F	degrees Fahrenheit
µg/m^3	micrograms per cubic meter
AAF	age-specific adjustment factor
AB	Assembly Bill
AERMOD	American Meteorological Society/EPA Regulatory Model
Air Basin	San Joaquin Valley Air Basin
ALUCP	Airport Land Use Compatibility Plan
APN	Assessor's Parcel Number
AQI	Air Quality Index
AQMD	Air Quality Management District
AQP	Air Quality Plan
ARB	California Air Resources Board
ASCE	American Society of Civil Engineers
ASF	age sensitivity factor
AST	aboveground storage tank
ASTM	American Society for Testing Materials
BERD	California Built Environment Resource Directory
BEV	battery electric vehicle
BMP	Best Management Practice
BNSF	Burlington Northern Santa Fe
BRA	Biological Resources Assessment
Cal/EPA	California Environmental Protection Agency
CalEEMod	California Emissions Estimator Model
CAL FIRE	California Department of Forestry and Fire Protection
CALGreen	California Green Building Standards Code
Cal/OSHA	California Division of Occupational Safety and Health
Caltrans	California Department of Transportation
CAP	Climate Action Plan
CAPCOA	California Air Pollution Control Officers Association
CBC	California Building Standards Code
CCIC	Central California Information Center
CCS	Carbon Capture and Sequestration
CDF	California Department of Finance
CDFW	California Department of Fish and Wildlife
CDR	Carbon Dioxide Removal

CEC	California Energy Commission
CEQA	California Environmental Quality Act
CGS	California Geological Survey
CHL	California Historic Landmarks
CMP	Congestion Management Program
CNDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CO	carbon monoxide
CO_2	carbon dioxide
CO_2e	carbon dioxide equivalent
COSMUD	City of Stockton Municipal Utility District
CPF	cancer potency factor
CPHI	California Points of Historical Interest
CRA	Cultural Resources Assessment
CRHR	California Register of Historical Resources
CTR	Commuter Trip Reduction
dB	decibel
dBA	A-weighted decibel
DBR	daily breathing rates
DNL	Day-Night Level
DPM	diesel particulate matter
DPR	California Department of Parks and Recreation
DTSC	California Department of Toxic Substances Control
DWTP	Delta Water Treatment Plant
EIR	Environmental Impact Report
EMFAC	EMission FACtor mobile source emissions model
EOP	Emergency Operations Plan
EPA	United States Environmental Protection Agency
ESA	Environmental Site Assessment
EV	electric vehicle
FAR	floor area ratio
FCS	FirstCarbon Solutions
FEMA	Federal Emergency Management Agency
FHSZ	Fire Hazard Severity Zone
FICAN	Federal Interagency Committee on Aviation Noise
FMMP	Farmland Mapping and Monitoring Program
FTA	Federal Transit Administration
GAMAQI	Guidance for Assessing and Mitigating Air Quality Impacts

GHG	greenhouse gas
GWP	global warming potential
HBW	home-based work
HFC	hydrofluorocarbon
HHDT	Heavy Heavy-Duty Truck
HI	hazard index
HRA	Health Risk Assessment
HTAC	Habitat Technical Advisory Committee
HVAC	heating, ventilation, and air conditioning
I-L	Industrial Limited
IS/MND	Initial Study/Mitigated Negative Declaration
ITE	Institute of Transportation Engineers
ITMM	Incidental Take Minimization Measure
kBTU	kilo-British Thermal Unit
kWh	kilowatt-hour
LCFS	Low Carbon Fuel Standard
L_{dn}	day/night sound level
LED	light-emitting diode
L_{eq}	equivalent continuous sound level
L_{max}	maximum instantaneous noise level
LOS	Level of Service
LRA	Local Responsibility Area
MBTA	Migratory Bird Treaty Act
mgd	million gallons per day
MHDT	Medium Heavy-Duty Truck
MIR	Maximally Impacted Sensitive Receptor
MLD	Most Likely Descendant
MM	Mitigation Measure
MMRP	Mitigation Monitoring and Reporting Program
mph	miles per hour
MRP	Municipal Regional Stormwater NPDES Permit
MRZ	Mineral Resource Zone
MS4	Municipal Separate Storm Sewer System
MT	metric tons
MUSD	Manteca Unified School District
NAHC	Native American Heritage Commission
NB	No Build
NEV	neighborhood electric vehicle

NFHL	National Flood Hazard Layer
NO_2	nitrogen dioxide
NO_X	oxides of nitrogen
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
OEHHA	California Office of Environmental Health Hazard Assessment
OES	Office of Emergency Services
OSHA	Occupational Safety and Health Administration
PG&E	Pacific Gas and Electric Company
PM_{10}	particulate matter, including dust, 10 micrometers or less in diameter
$PM_{2.5}$	particulate matter, including dust, 2.5 micrometers or less in diameter
PPV	peak particle velocity
REC	Recognized Environmental Condition
REL	Reference Exposure Level
ROG	reactive organic gases
RPS	Renewables Portfolio Standard
RWCF	Regional Wastewater Control Facility
RWQCB	Regional Water Quality Control Board
Sacramento Metro AQMD	Sacramento Metropolitan Air Quality Management District
SB	Senate Bill
SEL	sound exposure levels
SEWD	Stockton East Water District
SFD	Stockton Fire Department
SIL	significant impact level
SJCOG	San Joaquin Council of Governments
SJMSCP	San Joaquin County Multi-Species Habitat Conservation and Open Space Plan
SJVAPCD	San Joaquin Valley Air Pollution Control District
SNAP	Significant New Alternatives Policy
SO_2	sulfur dioxide
SOI	Sphere of Influence
South Coast AQMD	South Coast Air Quality Management District
SO_x	sulfur oxide
SPAL	Small Projects Analysis Level
SPD	Stockton Police Department
SR	State Route
SRA	State Responsibility Area
State Water Board	California State Water Resources Control Board
SUSD	Stockton Unified School District

SWITRS	Statewide Integrated Traffic Records System
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
SWQCP	Storm Water Quality Control Plan
TAC	toxic air contaminant
TAH	time at home factors
TAZ	Traffic Analysis Zone
TCR	Tribal Cultural Resource
TDM	Transportation Demand Management
TIA	Transportation Impact Analysis
TIS	Traffic Impact Study
TRU	Transport Refrigeration Unit
UCMP	University of California Museum of Paleontology
USGS	United States Geological Survey
VERA	Voluntary Emissions Reduction Agreement
VMT	Vehicle Miles Traveled
VOC	volatile organic compound
WID	Woodbridge Irrigation District
WMPU	Water Master Plan Update
ZEV	Zero-Emission Vehicle

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SECTION 1: INTRODUCTION

1.1 - Purpose

The purpose of this Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND) is to identify any potential environmental impacts that would result from implementation of the proposed South McKinley Avenue East Industrial Project (proposed project) in the City of Stockton, California. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15367, the City of Stockton has discretionary authority over the proposed project and is the Lead Agency in the preparation of this Draft IS/MND and any additional environmental documentation required for the project. The intended use of this Draft IS/MND is to determine the level of environmental analysis required to adequately analyze the proposed project pursuant to the requirements of CEQA and to provide the basis for input from public agencies, organizations, and interested members of the public. As identified in the following analysis, potential adverse environmental impacts associated with the proposed project either do not occur, are less than significant, or have been rendered less than significant. Therefore, this Initial Study is intended to support adoption of a Mitigated Negative Declaration.

The remainder of this section provides a brief description of the project location and the primary project characteristics. Section 2 includes an environmental checklist that provides an overview of the potential impacts that may result from project implementation, elaborates on the information contained in the environmental checklist, and provides justification for each checklist response, and Section 3 contains the List of Preparers.

1.2 - Project Location

The project site is located in the City of Stockton's Sphere of Influence (SOI) just south of the Stockton city limits, in San Joaquin County, California (Exhibit 1). The 11.7-acre project site corresponds to Assessor's Parcel Number (APN) 193-02-034, located at 6505 South McKinley Avenue East. Regional access to the site is provided by Interstate 5 (I-5), and State Route (SR) 99. As shown in Exhibit 2, the Union Pacific-Oakland Railroad parallels South McKinley to the east, and the Union Pacific-Fresno Railroad runs north–south to the west of the site.

1.2.1 - Environmental Setting

The project site is currently vacant and undeveloped, aside from a shipping container located at the north end of the project site. The site lies along French Camp Slough and riparian oak woodlands associated with French Camp Slough are located along the northern and western property lines. The site has historically been used for agricultural purposes. Most recently it was used for the cultivation of hay, and is plowed and disced regularly. A barbed wire fence and overhead electrical lines line the perimeter of the project site.

The project site Is located partially within a Federal Emergency Management Agency (FEMA) 500-year Flood Zone and partially within a FEMA 100-year Flood Zone in the area adjacent in the French Camp Slough[1] (Exhibit 3).

1.2.2 - Surrounding Land Uses

The surrounding area is designated as Industrial, Open Space/Agriculture, and Low Density Residential. The project site is surrounded by a manufacturing plant to the north; South McKinley Avenue and a logistics center and a distribution center to the east; French Camp Slough, a warehouse building and lot, and a single-family residence to the south; and French Camp Slough and vacant land to the west.

1.2.3 - General Plan and Zoning

The project site is designated Industrial by the Envision Stockton 2040 General Plan (General Plan) (Exhibit 4).[2] The Industrial land use designation allows for a wide variety of industrial uses, including warehousing, and office uses. The maximum allowable floor area ratio (FAR) for industrial uses is 0.6.

The project site is anticipated to be zoned Industrial Limited (I-L) upon annexation into the City and the proposed project would be designed to comply with I-L Zone regulations (Exhibit 5). The I-L Zone allows for warehouse uses and supporting office uses.

The County designates the project site as Mixed-Use (M/X).[3] However, because the property is within the City's SOI and it would be annexed into the City as part of the proposed project, the City's designation is used in this analysis.

1.3 - Project Description

The proposed project would result in the annexation of the site into the City of Stockton and the development of a 184,166-square-foot building containing 179,166 square feet of warehouse space and 5,000 square feet of office space (Exhibit 6). The building would include 27 dock doors and a loading area along the west side of the building. Parking spaces would be provided on the east, south, and west sides of the building. There would be a 30-foot setback at the front of the building along South McKinley Avenue. Landscaping would be provided around the perimeter of the parking lot, with trees and shrubs to provide canopy. All landscaping would be low-maintenance with water-efficient native species. All landscaping equipment used at the facility would be electric or battery powered. The design of the building would provide for outlets on the outside of buildings or in other accessible areas to facilitate the use of electrically powered landscape equipment.

[1] Federal Emergency Management Agency (FEMA). FEMA's National Flood Hazard Layer (NFHL) Viewer. Website: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd. Accessed May 16, 2022.
[2] City of Stockton. 2018. Envision Stockton 2040 General Plan. Figure 2-8 General Plan Land Use Map. Website: http://www.stocktonca.gov/files/Adopted_Plan.pdf. Accessed May 16, 2022.
[3] San Joaquin County. 2016. San Joaquin County General Plan Policy Document. December.

In addition, the project would require a 4-foot-deep trench for a new sewer line in South McKinley Avenue, extending approximately 2,400 feet north of the site, near the intersection of Sperry Road (Exhibit 7). A sewer lift station would be constructed within the project site.

The tenant for the proposed project is speculative. The following operational features are proposed by the project proponent and would be included in project construction plans and specifications:

- Owners, operators, or tenants shall establish locations for food or catering truck service and cooperate with food service providers to provide consistent food service to operations employees on-site in order to minimize project generated trips.
- Owners, operators, or tenants shall prohibit the use of diesel generators, except in emergency situations, in which case such generators shall have Best Available Control Technology (BACT) that meets California Air Resources Board (ARB) Tier 4 emission standards.
- Owners, operators, or tenants shall provide periodic yard and parking area sweeping to minimize dust generation. All facility operators would train managers and employees on efficient scheduling and load management to eliminate unnecessary queueing and idling of trucks.

In addition, all tenant lease agreements for the project site shall include a provision requiring the tenant/lessee to comply with all applicable requirements of the Mitigation Monitoring and Reporting Program (MMRP), a copy of which shall be attached to each tenant/lease agreement.

1.3.1 - Parking, Access, and Circulation

Access would be provided by two 35-foot-wide driveways along South McKinley Avenue at the north and south ends of the project site and continue around the perimeter of the proposed building. A total of 192 parking stalls would be provided, 150 of which would be standard parking stalls located to the east and south of the proposed building. Thirty-seven trailer parking stalls would be located west of the proposed building adjacent to the loading area. All driveways and parking stalls would be constructed in accordance with the City's Development Code.[4]

In order to minimize the number of trips generated by the project during construction, the applicant has agreed to require the construction contract to provide transit and ride sharing information for construction workers. In addition, the contractor will establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide consistent food service on-site.

1.3.2 - Utilities

The proposed project is located within the service areas of the following utility service providers, which would provide service following construction and operation:

[4] City of Stockton. 2023. Stockton, California, Municipal Code, Charter, and Civil Service Rules. Title 16. Development Code.

- Water: The proposed project would obtain water from the City of Stockton Municipal Utilities Department (COSMUD).[5]
- Wastewater: The proposed project's wastewater would be collected in a proposed sanitary sewer line extension that would connect to the City's sewer line near Sperry Road and treated by the Stockton Regional Wastewater Control Facility (RWCF).[6]
- Solid Waste: Waste Management would provide solid waste pickup services for the project site.[7]
- Electricity and Gas: Pacific Gas and Electric Company (PG&E) would provide electricity to the project site.[8]

1.3.3 - Construction

The proposed project would require site preparation, grading, paving, and installation of the warehouse facility. The construction phases and approximate dates for their duration are outlined below:

- **Site preparation (1 week)**: During this phase, the project site would be readied for construction, including the removal of existing vegetation.
- **Grading (4 weeks)**: During this phase, grading of the project site would occur.
- **Construction (38 weeks)**: This phase includes construction of the warehouse building and office space.
- **Paving (1 week)**: This phase includes paving and striping of the parking areas and driveways, as well as the construction of building setbacks, side yards, and signage.
- **Architectural Coating (2 weeks)**: This phase involves the application of architectural coatings.

The proposed project would include the following features as Best Management Practices (BMPs):

- At least 10 percent of building materials used for project construction would be sourced from local suppliers.
- At least 65 percent of construction and demolition waste materials would be recycled or reused.
- Architectural coatings used for project construction shall be "Low-VOC," containing no greater than 50 grams of volatile organic compounds (VOC) per liter of product.

---

[5] City of Stockton. January 2021. Water Master Plan Update. Website: http://www.stocktonca.gov/files/COS_MUD__Water_Master_Plan_Update_2021.pdf#page=41&zoom=100,92,116. Accessed May 16, 2022.

[6] City of Stockton. 2022. Wastewater (Sewer). Website: http://www.stocktonca.gov/government/departments/municipalUtilities/utilSewer.html. Accessed May 16, 2022.

[7] City of Stockton. 2023. Garbage Collection. Website: http://www.stocktonca.gov/government/departments/adminServices/ubilServGarb.html#:~:text=Waste%20collection%20services%20are%20provided,by%20Waste%20Management%20(WM).&text=Customers%20with%20brown%2Dbodied%20carts,by%20Republic%20Services%20(Republic).&text=Your%20garbage%20service%20provider%20is%20determined%20by%20the%20location%20of%20your%20residence. Accessed May 16, 2022.

[8] Pacific Gas and Electric Company (PG&E). Website: https://www.pge.com/. Accessed May 16, 2022.

- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Signs would be posted at every truck exit driveway providing directional information to the truck route.

For the purposes of this analysis, the proposed project is anticipated to be constructed over a 9-month period from April 2024 through December 2024.

1.4 - Required Discretionary Approvals

As mentioned previously, the City of Stockton has discretionary authority over the proposed project and is the CEQA Lead Agency for the preparation of this Draft IS/MND. The City has pre-zoned the site as Industrial Limited (I-L), which will take effect upon annexation. In order to implement the project, the City would need to secure the following permits/approvals:

- Annexation into the City of Stockton
- Design Review

1.5 - Intended Uses of this Document

This Draft IS/MND has been prepared to evaluate the potential adverse environmental impacts resulting from the proposed project. This document will also serve as a basis for soliciting comments and input from members of the public and public agencies regarding the proposed project. The Draft IS/MND will be circulated for a minimum of 30 days, during which comments concerning the analysis contained in the Draft IS/MND should be sent to:

Nicole D. Moore, LEED® AP
City of Stockton
345 North El Dorado Street
Stockton, CA 95202
Phone: 209.937.8561
Email: Matt.Diaz@stockton.gov

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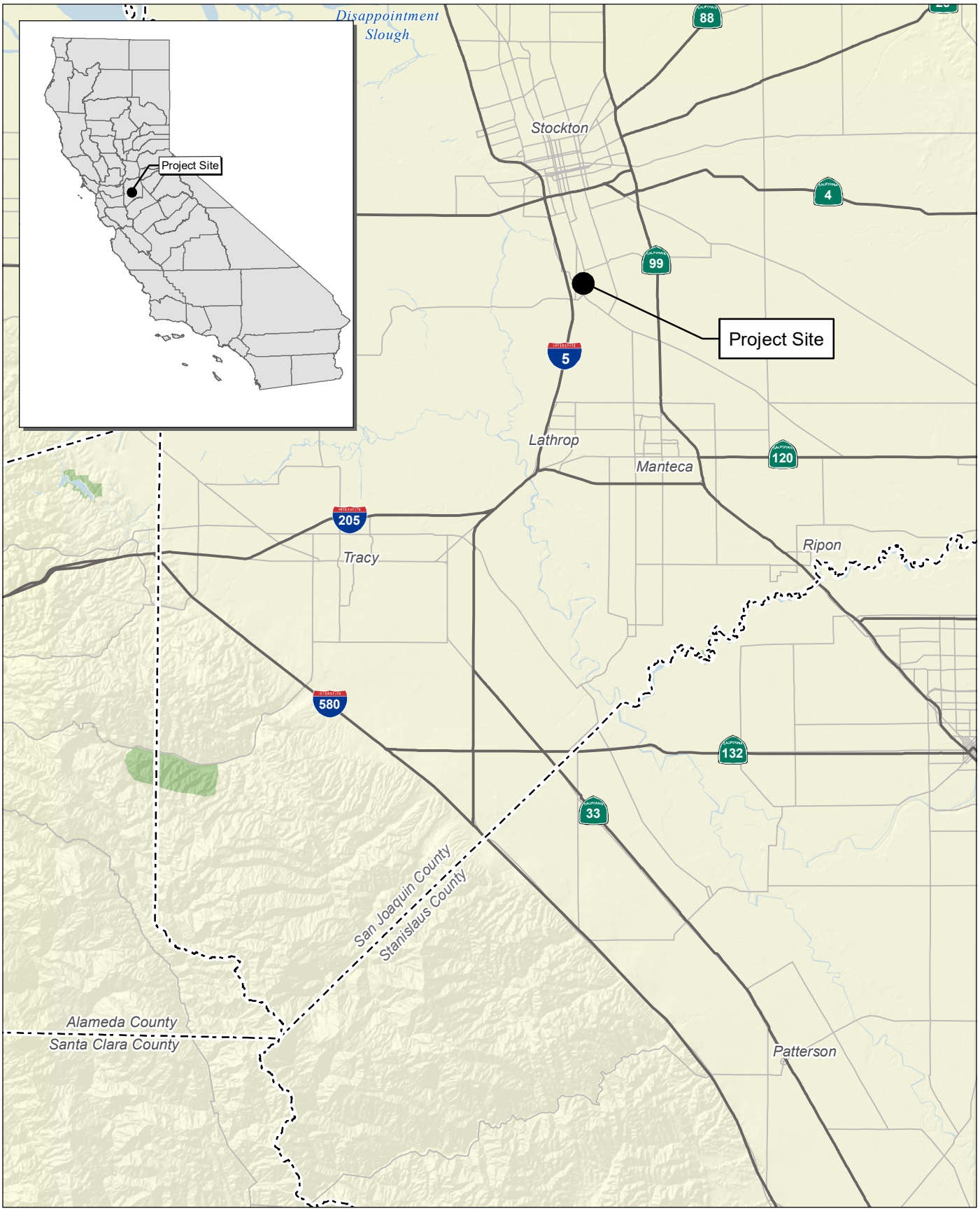

Source: Census 2000 Data, The California Spatial Information Library (CaSIL).

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Exhibit 1
Regional Location Map

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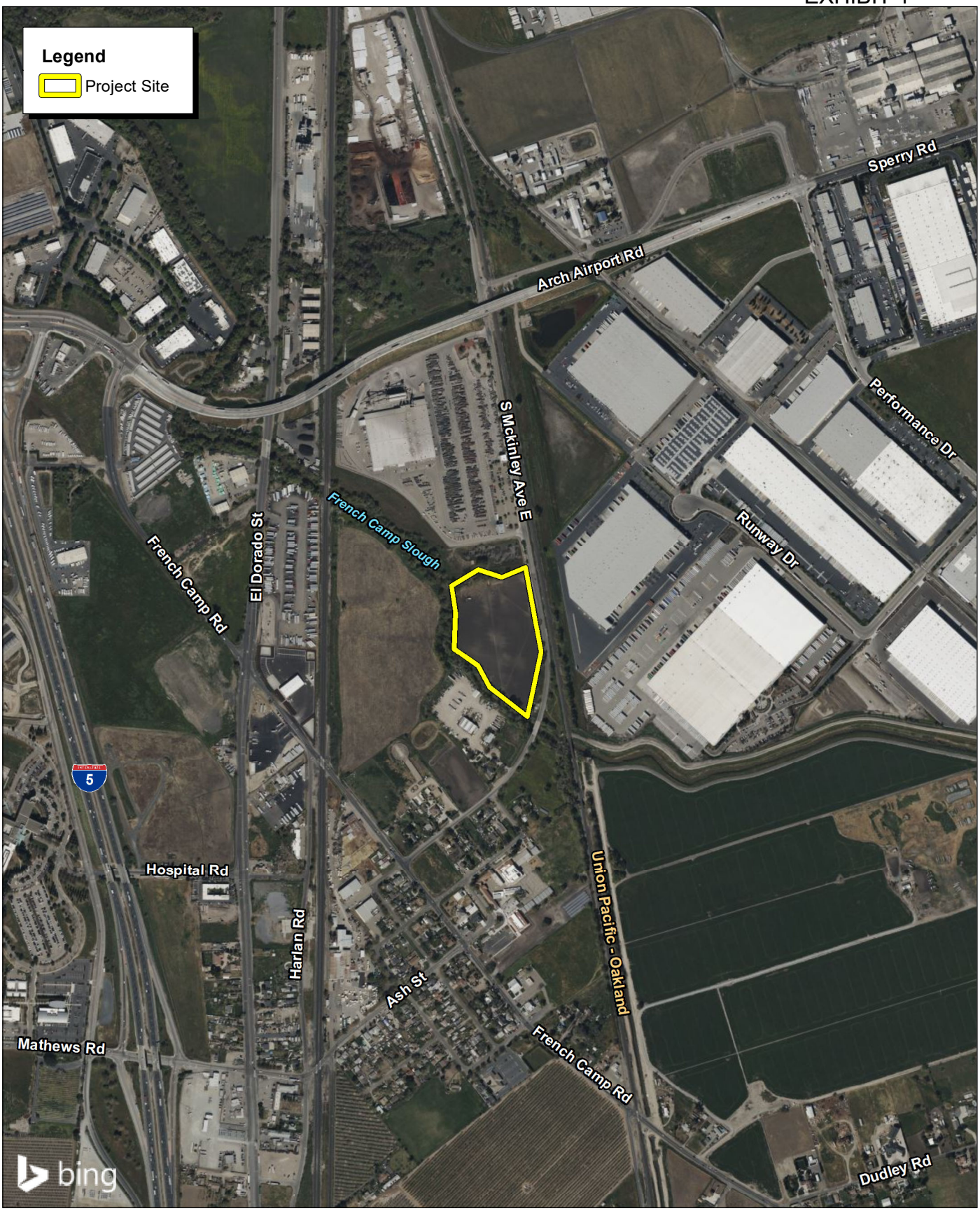

Source: Bing Aerial Imagery.

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Exhibit 2
Local Vicinity Map

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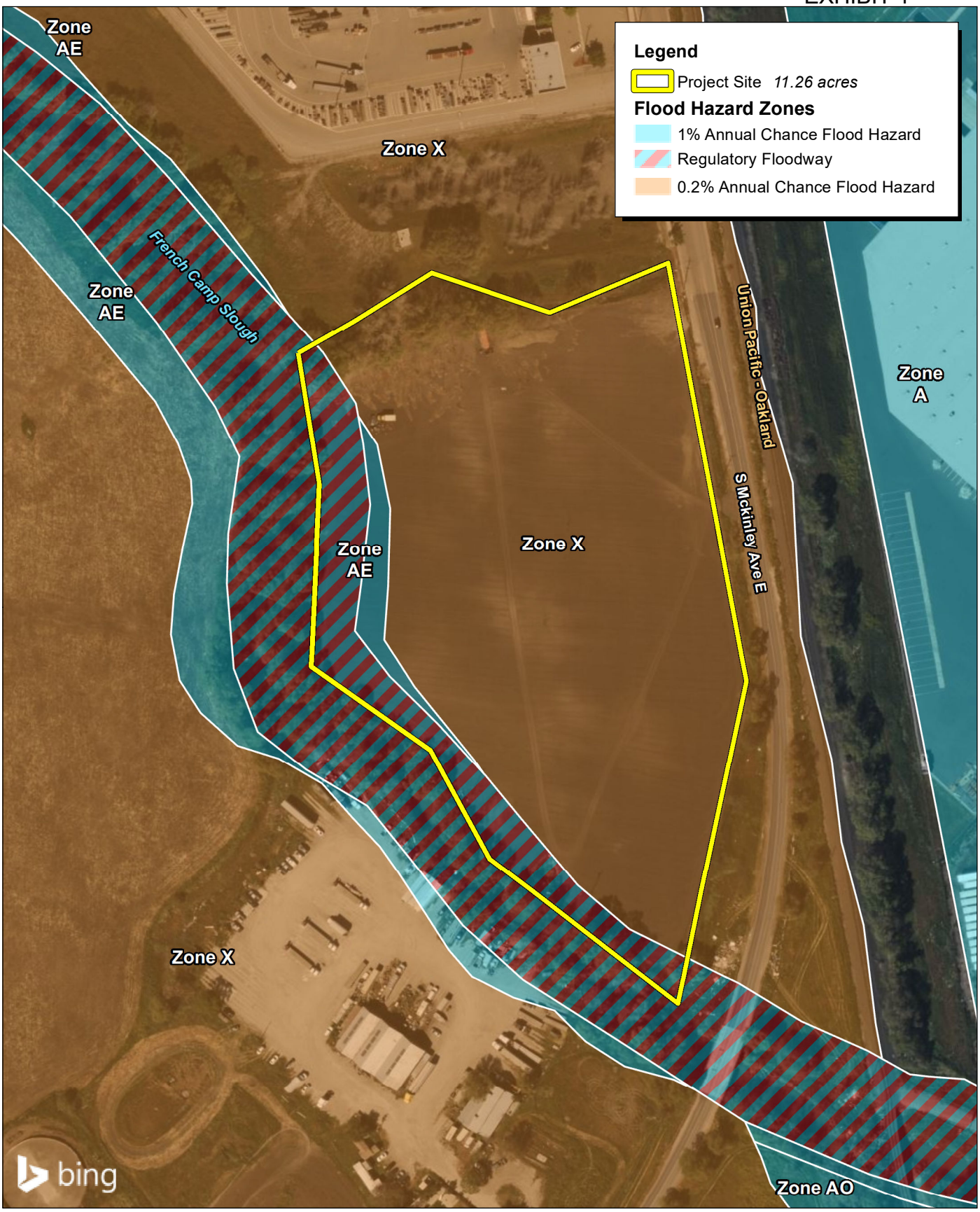

Source: Bing Aerial Imagery. FEMA National Flood Hazard Layer.

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Exhibit 3
FEMA Flood Zones

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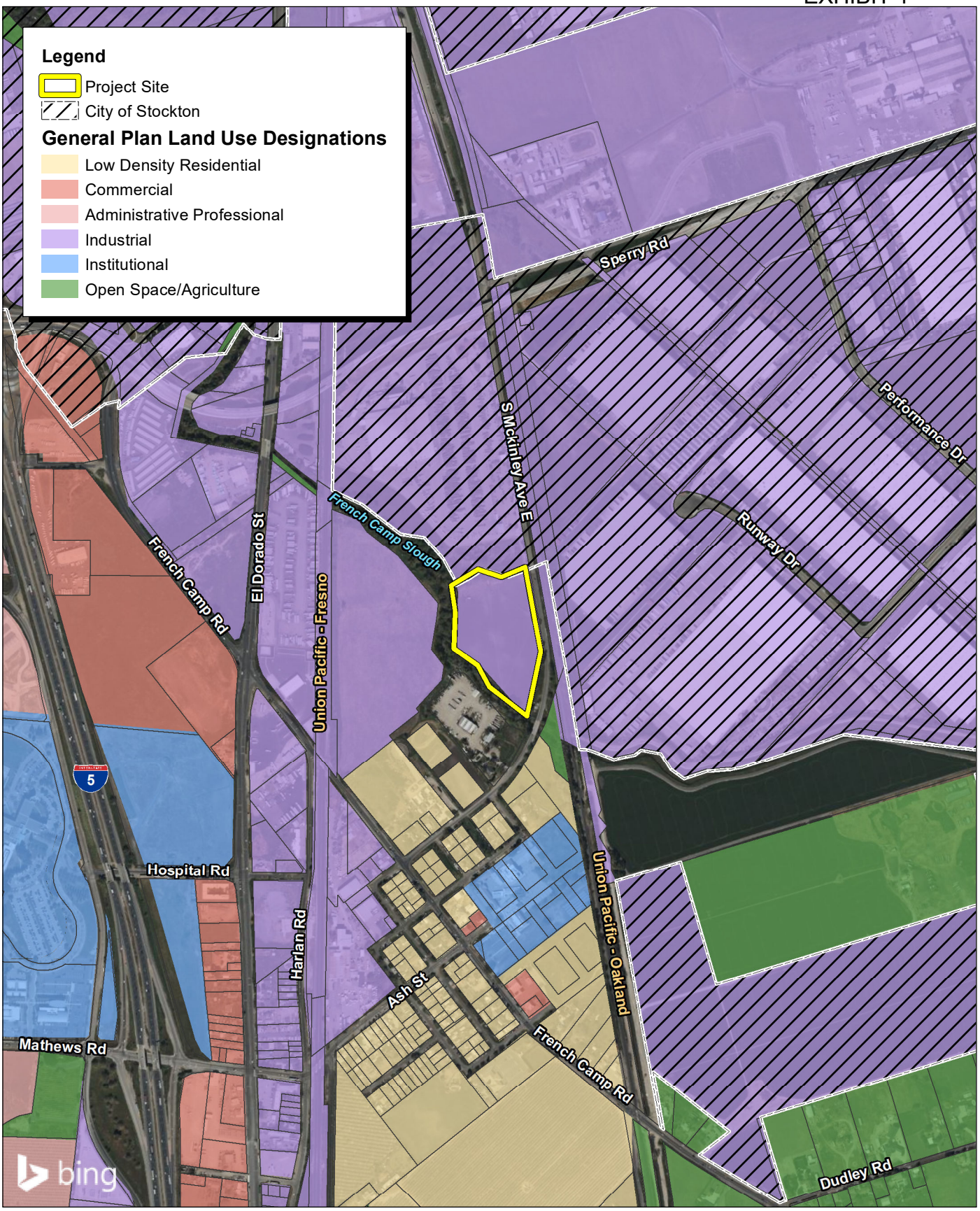

Source: Bing Aerial Imagery. CIty of Stockton.

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Exhibit 4
General Plan Land Use

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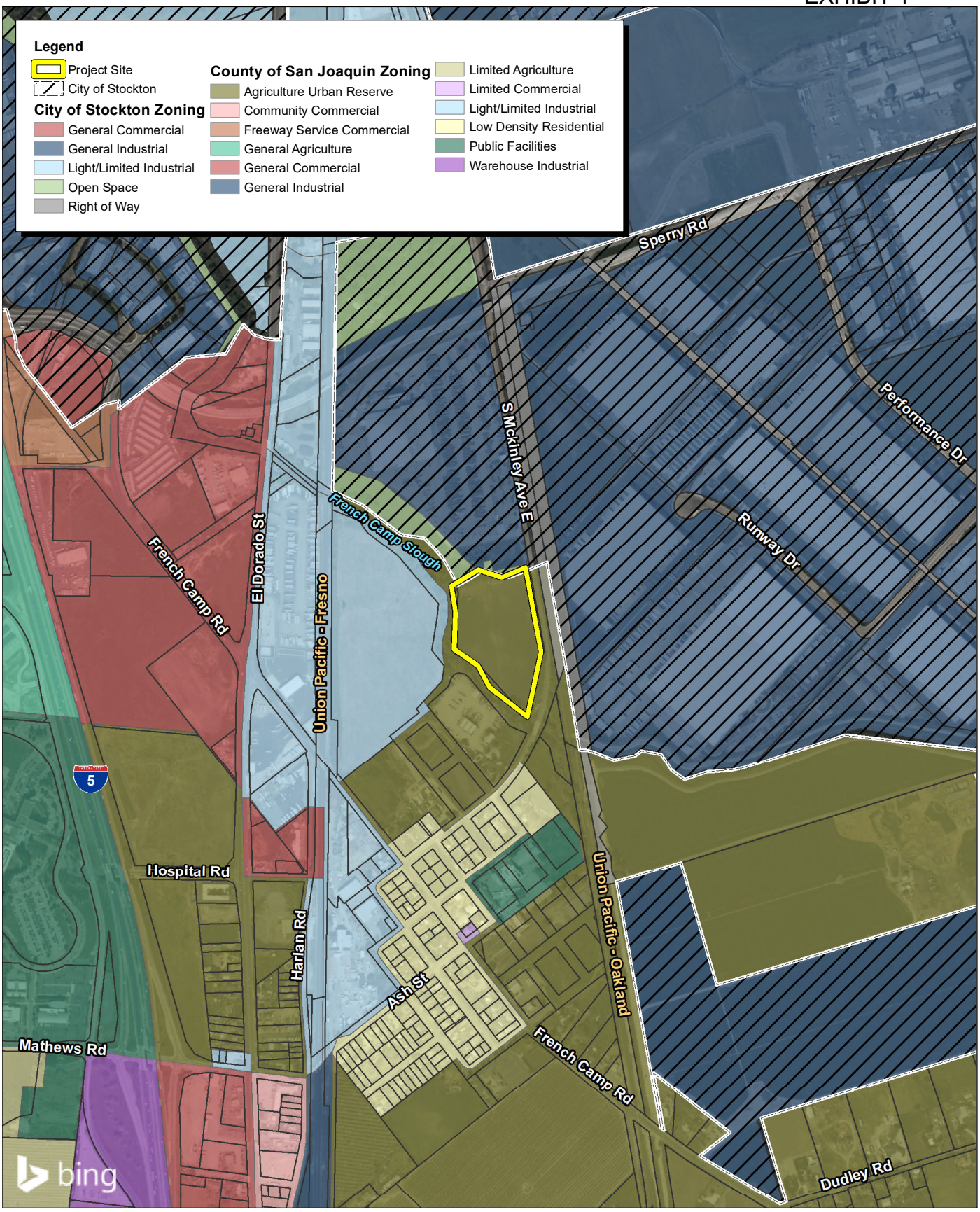

Source: Bing Aerial Imagery. CIty of Stockton. County of San Joaquin.

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Exhibit 5
Zoning

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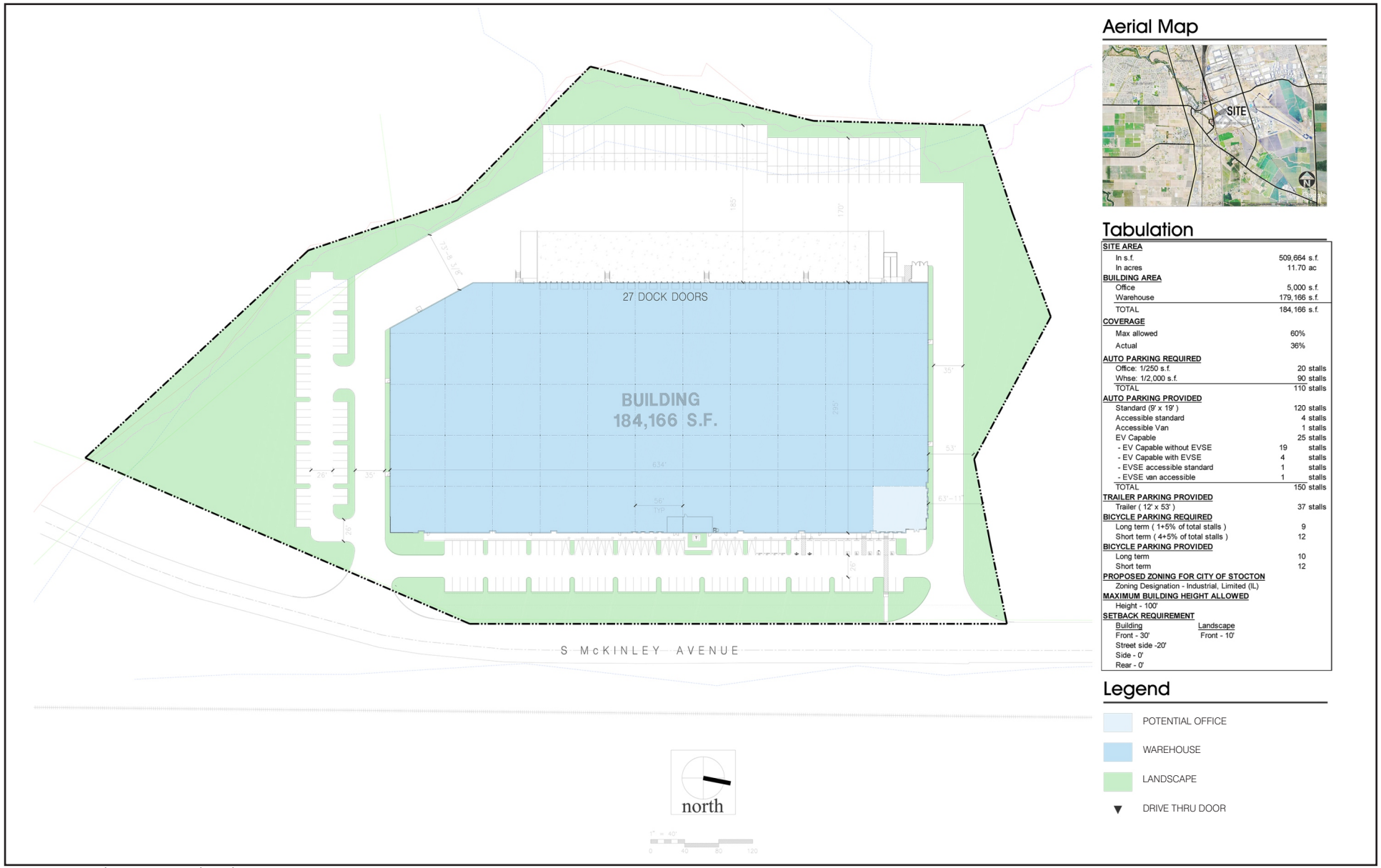

Aerial Map

Tabulation

SITE AREA		
In s.f.	509,664	s.f.
In acres	11.70	ac
BUILDING AREA		
Office	5,000	s.f.
Warehouse	179,166	s.f.
TOTAL	184,166	s.f.
COVERAGE		
Max allowed	60%	
Actual	36%	
AUTO PARKING REQUIRED		
Office: 1/250 s.f.	20	stalls
Whse: 1/2,000 s.f.	90	stalls
TOTAL	110	stalls
AUTO PARKING PROVIDED		
Standard (9' x 19')	120	stalls
Accessible standard	4	stalls
Accessible Van	1	stalls
EV Capable	25	stalls
- EV Capable without EVSE	19	stalls
- EV Capable with EVSE	4	stalls
- EVSE accessible standard	1	stalls
- EVSE van accessible	1	stalls
TOTAL	150	stalls
TRAILER PARKING PROVIDED		
Trailer (12' x 53')	37	stalls
BICYCLE PARKING REQUIRED		
Long term (1+5% of total stalls)	9	
Short term (4+5% of total stalls)	12	
BICYCLE PARKING PROVIDED		
Long term	10	
Short term	12	
PROPOSED ZONING FOR CITY OF STOCTON		
Zoning Designation - Industrial, Limited (IL)		
MAXIMUM BUILDING HEIGHT ALLOWED		
Height - 100'		
SETBACK REQUIREMENT		
Building	Landscape	
Front - 30'	Front - 10'	
Street side -20'		
Side - 0'		
Rear - 0'		

Legend

- POTENTIAL OFFICE
- WAREHOUSE
- LANDSCAPE
- ▼ DRIVE THRU DOOR

Source: HPA Architecture, March 30th, 2023.

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Exhibit 6
Site Plan

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FIRSTCARBON SOLUTIONS™

Exhibit 7
Conceptual Off-site Improvements

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SECTION 2: ENVIRONMENTAL CHECKLIST AND ENVIRONMENTAL EVALUATION

Environmental Factors Potentially Affected					
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.					
☐	Aesthetics	☐	Agriculture and Forestry Resources	☐	Air Quality
☒	Biological Resources	☒	Cultural Resources	☐	Energy
☒	Geology/Soils	☒	Greenhouse Gas Emissions	☒	Hazards/Hazardous Materials
☐	Hydrology/Water Quality	☐	Land Use/Planning	☐	Mineral Resources
☐	Noise	☐	Population/Housing	☐	Public Services
☐	Recreation	☒	Transportation	☒	Tribal Cultural Resources
☐	Utilities/Services Systems	☐	Wildfire	☒	Mandatory Findings of Significance

Environmental Determination

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measure based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Date: _____ Signed: _____

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.1 Aesthetics *Except as provided in Public Resources Code Section 21099, would the project:*				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a State Scenic Highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Environmental Evaluation

Setting

Parks, recreation, open space, and agricultural uses account for about 14 percent of the City and its SOI. The General Plan Community Vision aims to preserve scenic vistas of agricultural land. The project site is designated as Farmland of Local Importance by the California Important Farmland Finder.[9]

The City collaborates with regional agencies and neighboring jurisdictions to manage and protect natural resources as a voluntary participant in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), which was adopted in 2001.

General Plan Action LU-1.3C requires the incorporation of scenic views, including open space features like waterways, wetlands, natural landscapes, and parks, into the design of the built environment.

General Plan Action LU-5.3A requires that landscaping and other attractive edging are used at the interface between development and rural landscapes, rather than sound walls and similar utilitarian edges, in order to maintain the visual integrity of open space.

[9] California Department of Conservation. 2016. California Important Farmland Finder. Website: https://maps.conservation.ca.gov/DLRP/CIFF/. Accessed April 1, 2023.

General Plan Action LU-5.3C requires the maintenance of the City's agricultural conservation program, which requires that either dedication of an agricultural conservation easement at a 1:1 ratio or payment of an in lieu agricultural mitigation fee for the conversion of Prime Farmland, Farmland of Statewide Importance, or Unique Farmland, as defined by the State Farmland Monitoring and Mapping Program (FMMP). As stated above, the project site is designated Farmland of Local Importance, which is not listed in this policy.

Would the project:

a) Have a substantial adverse effect on a scenic vista?

Less than significant impact. While the General Plan notes agricultural resources as important scenic vistas in the City, there are no officially designated scenic vistas within the Planning Area.

The project site is currently vacant and undeveloped. It was previously used for agricultural purposes and is designated Farmland of Local Importance. While General Plan policies protect Prime Farmland, Farmland of Statewide Importance, or Unique Farmland, they do not apply to Farmland of Local Importance.

The project site is adjacent to French Camp Slough and is bordered to the north, west, and south by trees associated with this riparian feature. Land designated as Open Space/Agriculture is located across South McKinley Avenue East, encompassing a portion of French Camp Slough. Therefore, development of the proposed project would change current scenic views of the project site. However, none of the scenic resources on-site are officially designated or regulated by General Plan policies. Furthermore, the proposed project would comply with General Plan Policy LU-5.3A by providing landscaping around the perimeter of the project site. The project site has a General Plan land use designation of Industrial and is also adjacent to Industrial and Low Density Residential uses. Therefore, impacts to scenic vistas would be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a State Scenic Highway?

No impact. There are no designated State Scenic Highways near the project site. The nearest officially designated State Scenic Highway is a portion of I-580, located approximately 18 miles southwest of the project site, which is not visible.[10] As the proposed project would not have the potential to damage any trees, rock outcroppings, or historic buildings visible from these roadways, no impact would occur.

[10] California Department of Transportation (Caltrans). 2019. Scenic Highway System Lists. Website: https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways. Accessed April 1, 2023.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than significant impact. While the project site is adjacent to French Camp Slough, a portion of which is designated Open Space/Agriculture, the site is largely surrounded by industrial uses to the east, north, and west and is in an area largely characterized by industrial development. Therefore, the project site is considered to be in an urbanized area. The project site itself is designated Industrial by the General Plan, which allows for a wide variety of industrial uses, including the proposed warehousing and associated office uses. The maximum allowable FAR for the Industrial land use designation is 0.6. The FAR of the proposed project would be approximately 0.4, which would be consistent with the maximum allowable FAR for the Industrial land use designation. Upon annexation into the City, the project site would be zoned I-L, which also allows for warehouse uses and supporting office uses. The proposed project would be required to follow the I-L zoning district standards outlined in Municipal Code Section 16.24.130. Furthermore, per Municipal Code Chapter 16.120, the proposed project would undergo Design Review prior to approval to ensure consistency with the Stockton Municipal Code and Citywide Design Guidelines. Therefore, the proposed project would not conflict with applicable zoning and other regulations governing scenic quality. Impacts would be less than significant.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than significant impact. Excessive or inappropriately directed lighting can adversely affect nighttime views by reducing the ability to see the night sky and stars. Glare can be derived from unshielded or misdirected lighting sources. Reflective surfaces (i.e., polished metal) can also cause glare. Impacts associated with glare range from simple nuisance to potentially dangerous situations (i.e., if glare is directed into the eyes of motorists). Light-sensitive land uses in the area include Low Density Residential uses to the south.

The project site is currently undeveloped and does not contain existing sources of light and glare. The area surrounding the project site has existing sources of light and glare, including headlights from vehicles traveling on South McKinley Avenue East, streetlights, and existing development such as the industrial uses north and east of the project site. The proposed project would create new sources of light and glare resulting from indoor and outdoor lighting as well as vehicles circulating the site.

The proposed lighting would be consistent with the site's zoning and the existing character of the surrounding industrial area. Additionally, the proposed project would comply with Municipal Code Section 16.32.070, Light and Glare, general performance standards,[11] which would ensure that light generated on-site would be directed downward so as not to trespass onto residential properties to

[11] City of Stockton. Stockton, California Municipal Code, Charter, and Civil Service Rules. Title 16 Development Code. Division 3. Site Planning and General Development Regulations. Chapter 16.32 General Performance Standards. Section 16.32.070 Light and glare. Website: https://library.qcode.us/lib/stockton_ca/pub/municipal_code/item/title_16-division_3-chapter_16_32-16_32_070. Accessed April 1, 2023.

the south or adversely affect nearby light-sensitive uses. Furthermore, per Municipal Code Chapter 16.120, the proposed project would undergo Design Review prior to approval to ensure consistency with the Stockton Municipal Code and Citywide Design Guidelines. Therefore, impacts would be less than significant.

Mitigation Measures

None required.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.2 Agriculture and Forestry Resources *In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:*				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

Environmental Evaluation

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection (CAL FIRE) regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the ARB.

Setting

The General Plan Community Vision aims to preserve scenic vistas of agricultural land. The project site is designated as Farmland of Local Importance by the California Important Farmland Finder.[12]

General Plan Action LU-5.3C discusses the maintenance of the City's agricultural conservation program, and requires either dedication of an agricultural conservation easement at a 1:1 ratio or payment of an in lieu agricultural mitigation fee for the conversion of Prime Farmland, Farmland of Statewide Importance, or Unique Farmland, as defined by the State FMMP. As stated above, the project site is designated Farmland of Local Importance, which is not listed in this policy.

Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

No impact. The project site does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance; therefore, the proposed project would not result in the conversion of any protected Farmlands to nonagricultural uses. As such, General Plan Action LU-5.3C does not apply. No impact would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

No impact. The project site would be zoned as I-L upon annexation into the City. This zone does not allow for agricultural uses. Furthermore, the project site is not encumbered by a Williamson Act Contract.[13] Therefore, no impact would occur.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No impact. The California Public Resources Code defines forestland as land that can support 10 percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits (Public Resources Code [PRC] § 12220). "Timberland" is defined as land that is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products (PRC § 4526). "Timberland production zone" is defined as an area that has been zoned and used for growing and harvesting timber, or for growing and harvesting timber and compatible uses (PRC § 51104(g)).

The project site does not have a forest land zoning designation and does not contain forestland or timberland as defined above. The project site would be zoned as I-L upon annexation into the City,

[12] California Department of Conservation. 2016. California Important Farmland Finder. Website: https://maps.conservation.ca.gov/DLRP/CIFF/. Accessed April 1, 2023.

[13] San Joaquin Valley Gateway. 2015. San Joaquin County Williamson Act Parcels. Website: https://sjvp.databasin.org/datasets/a32f8f44b4524b07b1861e779a0857c0/. Accessed April 1, 2022.

which is an industrial designation that does not allow for forest land or timberland uses. No impact would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No impact. The project site does not contain nor is it adjacent to any forest land. Therefore, there would be no loss of forest land or conversion of forest land to non-forest use as a result of the proposed project. No impact would occur.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?

Less than significant impact. The project site is designated Farmland of Local Importance; it is not designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. While the project site was previously used for agriculture, it is now vacant and no longer used for agricultural purposes.

Furthermore, the proposed project is not located on or near forestland and therefore would not convert forest land to a non-forest use. Therefore, impacts would be less than significant.

Mitigation Measures

None required.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.3 Air Quality *Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.* *Would the project:*				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors or) adversely affecting a substantial number of people?	☐	☐	☒	☐

Environmental Evaluation

The analysis in this section is based, in part, on the Air Quality, Greenhouse Gas Emissions, and Energy Report prepared by FirstCarbon Solutions (FCS), which is included as Appendix A.

Where available, the significance criteria established by the applicable Air Quality Management District or Air Pollution Control District may be relied upon to make the following determinations.

Setting

The proposed project is located in the City of Stockton, in San Joaquin County, California, situated in the San Joaquin Valley Air Basin (Air Basin) and within the boundaries of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The Air Basin is generally shaped like a bowl. It is open in the north and is surrounded by mountain ranges on all other sides. The Sierra Nevada mountains are along the eastern boundary (8,000 to 14,000 feet in elevation), the Coast Ranges are along the western boundary (3,000 feet in elevation), and the Tehachapi Mountains are along the southern boundary (6,000 to 8,000 feet in elevation).[14]

The air pollutants for which national and State standards have been promulgated and that are most relevant to air quality planning and regulation in the Air Basin include ozone, nitrogen oxide (NO_X), carbon monoxide (CO), particulate matter, including dust, 10 micrometers or less in diameter (PM_{10}), and particulate matter, including dust, 2.5 micrometers or less in diameter ($PM_{2.5}$). In addition, toxic air contaminants (TACs) are of concern in the Air Basin. Each of these pollutants is briefly described

[14] San Joaquin Valley Air Pollution Control District (SJVAPCD). 2015. Guidance for Assessing and Mitigating Air Quality Impacts. February.

below. Other pollutants that are regulated but not considered an issue in the project area are sulfur dioxide (SO_2), vinyl chloride, sulfates, hydrogen sulfide, and lead; the proposed project would not emit substantial quantities of those pollutants, so they are not discussed further in this section.

- Ozone is a gas that is formed when reactive organic gases (ROG), also known as volatile organic compounds (VOC), and NO_X—both byproducts of internal combustion engine exhaust—undergo slow photochemical reactions in the presence of sunlight. Ozone concentrations are generally highest during the summer months when direct sunlight, light wind, and warm temperature conditions are conducive to its formation. Its effects can include the following: irritate respiratory system; reduce lung function; cause breathing pattern changes; reduce breathing capacity; inflame and damage cells that line the lungs; make lungs more susceptible to infection; aggravate asthma; aggravate other chronic lung diseases; cause permanent lung damage; cause some immunological changes; increase mortality risk; and cause vegetation and property damage.
- CO is a colorless, odorless gas produced by the incomplete combustion of fuels. CO concentrations tend to be the highest during winter mornings, with little to no wind, when surface-based inversions trap the pollutant at ground levels. Because CO is emitted directly from internal combustion engines—unlike ozone—and motor vehicles operating at slow speeds are the primary source of CO in the Air Basin, the highest ambient CO concentrations are generally found near congested transportation corridors and intersections. Potential health effects from CO ranges depending on exposure: slight headaches; nausea; aggravation of angina pectoris (chest pain) and other aspects of coronary heart disease; decreased exercise tolerance in persons with peripheral vascular disease and lung disease; impairment of central nervous system functions; possible increased risk to fetuses; and death.
- PM_{10} and $PM_{2.5}$ consist of extremely small, suspended particles, or droplets 10 microns and 2.5 microns or smaller in diameter, respectively. Some sources of particulate matter, like pollen and windstorms, are naturally occurring. However, in populated areas, most particulate matter is caused by road dust, diesel soot, combustion products, abrasion of tires and brakes, and construction activities. Health effects from short-term exposure (hours per days) can include the following: irrigation of the eyes, nose, throat; coughing; phlegm; chest tightness; shortness of breath; aggravation of existing lung disease causing asthma attacks and acute bronchitis; those affected with heart disease can suffer heart attacks and arrhythmias. Health effects from long-term exposure can include the following: reduced lung function; chronic bronchitis; changes in lung morphology; and death.
- TACs refer to a diverse group of air pollutants that can affect human health but have not had ambient air quality standards established for them. Diesel particulate matter (DPM) is a toxic air contaminant that is emitted from construction equipment and diesel-fueled vehicles and trucks. Some short-term (acute) effects of DPM exposure include eye, nose, throat, and lung irritation, coughs, headaches, light-headedness, and nausea. Studies have linked elevated particle levels in the air to increased hospital admissions, emergency room visits, asthma attacks, and premature deaths among those suffering from respiratory problems. Human studies on the carcinogenicity of DPM demonstrate an increased risk of lung cancer, although the increased risk cannot be clearly attributed to diesel exhaust exposure.

The Air Basin is currently designated as nonattainment for ozone, PM_{10} (State only), and $PM_{2.5}$.

Construction and operation of the proposed project would be subject to applicable SJVAPCD rules and requirements. The SJVAPCD CEQA Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) was developed to assist local jurisdictions and lead agencies in complying with the requirements of CEQA regarding potentially adverse impacts to air quality.[15]

City of Stockton General Plan and General Plan Environmental Impact Report

Envision Stockton 2040 General Plan

The General Plan was adopted on December 4, 2018. The General Plan contains several policies which aim to reduce air quality impacts from new land use development. Relevant General Plan policies are listed below.

Policy SAF-4.1 **Reduce air impacts from mobile and stationary sources of air pollution.**

Action SAF-4.1A Require the construction and operation of new development to implement best practices that reduce air pollutant emissions, including:

- Use of low-emission and well-maintained construction equipment, with idling time limits.
- Development and implementation of a dust control plan during construction.
- Installation of electrical service connections at loading docks, where appropriate.
- Installation of Energy Star-certified appliances.
- Entering into Voluntary Emissions Reduction Agreements with the San Joaquin Valley Air Pollution Control District.

Action SAF-4.1B Use the results of the Health Risk Assessments required by the California Air Toxics "Hot Spots" Act to establish appropriate land use buffer zones around any new sources of toxic air pollutants that pose substantial health risks.

Action SAF-4.1C Require the use of electric-powered construction and landscaping equipment as conditions of project approval when appropriate.

Action SAF-4.1D Limit heavy-duty off-road equipment idling time to meet the California Air Resources Board's idling regulations for on-road trucks.

Policy SAF-4.2 Encourage major employers to participate in a Transportation Demand Management (TDM) program that reduces vehicle trips through approaches such as carpooling, vanpooling, shuttles, car-sharing, bike-sharing, end-of-trip facilities like showers and bicycle parking, subscription bus service, transit subsidies, preferential parking, and telecommuting.

[15] San Joaquin Valley Air Pollution Control District (SJVAPCD). 2015. Guidance for Assessing and Mitigating Air Quality Impacts. February.

Action SAF-4.2A Provide information and conduct marketing and outreach to major existing and new employers about the Transportation Demand Management (TDM) program facilitated by the San Joaquin Council of Governments.

Policy SAF-4.3 Coordinate with the San Joaquin Valley Air Pollution Control District and non-profit organizations to promote public awareness on air quality issues and consistency in air quality impacts analyses.

Action SAF-4.3A Distribute educational materials from the San Joaquin Valley Air Pollution Control District on the City's website and at its Permit Center.

Action SAF-4.3B Coordinate review of development project applications with the San Joaquin Valley Air Pollution Control District to ensure that air quality impacts are consistently identified and mitigated during CEQA review.

General Plan Environmental Impact Report Mitigation

The General Plan Environmental Impact Report (EIR) was filed with the State Clearinghouse on December 5, 2018, and amended on June 8, 2020. The amended EIR contains several mitigation measures that aim to reduce air quality impacts from new land use development and may be applied, as appropriate and necessary, to the proposed project. All General Plan EIR mitigation measures pertaining to air quality and greenhouse gas (GHG) emission impacts are listed below. The following mitigation measures are from the Mitigation and Monitoring Reporting Program of the General Plan EIR.

MM AQ-1 Implement Mitigation Measure AQ-3 to further reduce long-term criteria air pollutant emissions.

MM AQ-2 Prior to issuance of any construction permits for development projects subject to California Environmental Quality Act (CEQA) review (i.e., non-exempt projects), development project applicants shall prepare and submit to the City of Stockton Planning and Engineering Division a technical assessment evaluating potential project construction-related air quality impacts. The evaluation shall be prepared in conformance with San Joaquin Valley Air Pollution Control District (SJVAPCD) methodology in assessing air quality impacts. The prepared evaluation for projects that meet the SJVAPCD Small Projects Analysis Level (SPAL) screening criteria shall at minimum, identify the primary sources of construction emissions and include a discussion of the applicable SJVAPCD rules and regulations and SPAL screening criteria to support a less than significant conclusion.

For projects that do not meet the SPAL screening criteria, project-related construction emissions shall be quantified. If construction-related criteria air pollutants are determined to have the potential to exceed the SJVAPCD adopted thresholds of significance, as identified in the Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), the City of Stockton Planning and Engineering Division shall require that applicants for new development projects incorporate

mitigation measures to reduce air pollutant emissions during construction activities to below these thresholds. These identified measures shall be incorporated into appropriate construction documents (e.g., construction management plans) submitted to the City and shall be verified by the City's Planning and Engineering Division. Mitigation measures to reduce construction-related emissions could include, but are not limited to:

- Using construction equipment rated by the United States Environmental Protection Agency (EPA) as having Tier 3 (model year 2006 or newer) or Tier 4 (model year 2008 or newer) emission limits, applicable for engines between 50 and 750 horsepower (hp). A list of construction equipment by type and model year shall be maintained by the construction contractor on-site, which shall be available for City review upon request.
- Ensuring construction equipment is properly serviced and maintained to the manufacturer's standards.
- Use of alternative-fueled or catalyst-equipped diesel construction equipment, if available and feasible.
- Clearly posted signs that require operators of trucks and construction equipment to minimize idling time (e.g., five-minute maximum).
- Preparation and implementation of a fugitive dust control plan that may include the following measures:
- Disturbed areas (including storage piles) that are not being actively utilized for construction purposes shall be effectively stabilized using water, chemical stabilizer/suppressant, or covered with a tarp or other suitable cover (e.g., revegetated).
- On-site unpaved roads and off-site unpaved access roads shall be effectively stabilized using water or chemical stabilizer/suppressant.
- Land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled utilizing application of water or by presoaking.
- Material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained when materials are transported off-site.
- Operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.) (Utilize electric-powered vacuums or devices to capture materials.)
- Following the addition of materials to or the removal of materials from the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
- Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.

- Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.
- Limit traffic speeds on unpaved roads to 15 miles per hour (mph).
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than 1 percent.
- Install wheel washers for all exiting trucks or wash off all trucks and equipment leaving the project area.
- Adhere to Regulation VIII's 20 percent opacity limitation, as applicable.

Enter into a Voluntary Emissions Reduction Agreement (VERA) with the SJVAPCD. The VERA shall identify the amount of emissions to be reduced, in addition to the amount of funds to be paid by the project applicant to the SJVAPCD to implement emission reduction projects required for the project.

MM AQ-3 Prior to discretionary approval by the City of Stockton for development projects subject to California Environmental Quality Act (CEQA) review (i.e., non-exempt projects), project applicants shall prepare and submit a technical assessment evaluating potential project operation phase-related air quality impacts to the City of Stockton Planning and Engineering Division for review and approval. The evaluation shall be prepared in conformance with San Joaquin Air Pollution Control District (SJVAPCD) methodology in assessing air quality impacts. If operation-related air pollutants are determined to have the potential to exceed the SJVAPCD adopted thresholds of significance, as identified in the Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), the City of Stockton Planning and Engineering Division shall require that applicants for new development projects incorporate mitigation measures to reduce air pollutant emissions during operational activities. The identified measures shall be included as part of the conditions of approval. Possible mitigation measures to reduce long-term emissions can include, but are not limited to the following:

- For site-specific development that requires refrigerated vehicles, the construction documents shall demonstrate an adequate number of electrical service connections at loading docks for plug-in of the anticipated number of refrigerated trailers to reduce idling time and emissions.
- Applicants for manufacturing and light industrial uses shall consider energy storage and combined heat and power in appropriate applications to optimize renewable energy generation systems and avoid peak energy use.
- Site-specific developments with truck delivery and loading areas and truck parking spaces shall include signage as a reminder to limit idling of vehicles while parked for loading/unloading in accordance with Section 2485 of 13 California Code of Regulations Chapter 10.
- Provide changing/shower facilities as specified, at minimum, or greater than in the guidelines in Section A5.106.4.3 of the CALGreen Code (Nonresidential Voluntary Measures).

- Provide bicycle parking facilities equivalent to or greater than as specified in Section A4.106.9 (Residential Voluntary Measures) of the CALGreen Code.
- Provide preferential parking spaces for low-emitting, fuel efficient, and carpool/van vehicles equivalent to or greater than Section A5.106.5.1 of the CALGreen Code (Nonresidential Voluntary Measures).
- Provide facilities to support electric charging stations per Section A5.106.5.3 (Nonresidential Voluntary Measures) and Section A5.106.8.2 (Residential Voluntary Measures) of the CALGreen Code.
- Applicant-provided appliances shall be Energy Star-certified appliances or appliances of equivalent energy efficiency (e.g., dishwashers, refrigerators, clothes washers, and dryers). Installation of Energy Star-certified or equivalent appliances shall be verified by Building and Safety during plan check.
- Applicants for future development projects along existing and planned transit routes shall coordinate with the City Stockton and San Joaquin Regional Transit District to ensure that bus pad and shelter improvements are incorporated, as appropriate, and that these transit improvements consider and implement design features (e.g., pullout lanes for buses) to avoid or reduce impediment/queueing of vehicles.
- Applicants for future development projects shall enter into a Voluntary Emissions Reduction Agreement (VERA) with the SJVAPCD. The VERA shall identify the amount of emissions to be reduced, in addition to the amount of funds to be paid by the project applicant to the SJVAPCD to implement emission reduction projects required for the project.

MM AQ-4a Implement MM AQ-2 and MM AQ-3 to further reduce construction and operation-related criteria air pollutant emissions.

MM AQ-4b Prior to discretionary approval, applicants for development projects that are subject to the California Environmental Quality Act (CEQA) shall assess their projects to the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Rule 9510 Applicability Thresholds as follows:

- 50 residential units;
- 2,000 square feet of commercial space;
- 25,000 square feet of light industrial space;
- 100,000 square feet of heavy industrial space;
- 20,000 square feet of medical office space;
- 39,000 square feet of general office space;
- 9,000 square feet of education space;
- 10,000 square feet of government space;
- 20,000 square feet of recreational space; or
- 9,000 square feet of space not identified above.

Applicants for development projects subject to CEQA that do not meet the SJVAPCD Rule 9510 Applicability Thresholds shall assess whether project-related construction and operational emissions exceed the SJVAPCD 100 pounds per day ambient air quality screening threshold. Applicants for development projects that exceed this ambient air quality screening threshold shall prepare or have prepared an ambient air quality analysis, consistent with the SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), to assess whether the subject development project would cause or contribute to a violation of any California Ambient Air Quality Standard or National Ambient Air Quality Standard. The ambient air quality analysis shall identify measures to reduce impacts, as necessary. Recommended measures may include those identified in MM AQ-2 and MM AQ-3. The related recommendations of the ambient air quality analysis shall be incorporated into all construction management and design plans and shall be submitted to the City and verified by the City's Planning and Engineering Division.

MM AQ-5 Prior to discretionary project approval, applicants for industrial or warehousing land uses in addition to commercial land uses that would generate substantial diesel truck travel (i.e., 100 diesel trucks per day or 40 or more trucks with diesel-powered Transport Refrigeration Units (TRUs) per day based on the California Air Resources Board recommendations for siting new sensitive land uses), shall contact the San Joaquin Valley Air Pollution Control District (SJVAPCD) or the City of Stockton in conjunction with the SJVAPCD to determine the appropriate level of Health Risk Assessment (HRA) required. If preparation of an HRA is required, all HRAs shall be submitted to the City of Stockton and the SJVAPCD for evaluation.

The HRA shall be prepared in accordance with policies and procedures of the State Office of Environmental Health Hazard Assessment (OEHHA) and the SJVAPCD. If the HRA shows that the incremental cancer risk exceeds 10 in one million (10E-06) or the risk thresholds in effect at the time a project is considered, or that the appropriate non-cancer hazard index exceeds 1.0 or the thresholds as determined by the SJVAPCD at the time a project is considered, the applicant will be required to identify and demonstrate that measures are capable of reducing potential cancer and non-cancer risks to an acceptable level, including appropriate enforcement mechanisms.

Measures to reduce risk impacts may include but are not limited to:

- Restricting idling on-site beyond Air Toxic Control Measures idling restrictions, as feasible.
- Electrifying warehousing docks.
- Requiring use of newer equipment and/or vehicles.
- Restricting off-site truck travel through the creation of truck routes.

Measures identified in the HRA shall be identified as mitigation measures in the environmental document and/or incorporated into the site development plan as a component of the proposed project.

MM AQ-6 Prior to project approval, if it is determined during project-level environmental review that a project has the potential to emit nuisance odors beyond the property line, an odor management plan shall be prepared and submitted by the project applicant prior to project approval to ensure compliance with San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 4102. The following facilities that are within the buffer distances specified from sensitive receptors (in parentheses) have the potential to generate substantial odors:

- Sanitary Landfill (1 mile)
- Transfer Station (1 mile)
- Composting Facility (1 mile)
- Petroleum Refinery (2 miles)
- Asphalt Batch Plan (1 mile)
- Chemical Manufacturing (1 mile)
- Fiberglass Manufacturing (1 mile)
- Painting/Coating Operations (1 mile)
- Food Processing Facility (1 mile)
- Feed Lot/ Dairy (1 mile)
- Rendering Plant (1 mile)

The odor management plan prepared for these facilities shall identify control technologies that will be utilized to reduce potential odors to acceptable levels, including appropriate enforcement mechanisms. Control technologies may include but are not limited to scrubbers (e.g., air pollution control devices) at an industrial facility. Control technologies identified in the odor management plan shall be identified as mitigation measures in the environmental document and/or incorporated into the site plan.

Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than significant impact. Current Air Quality Plans (AQPs) provides the following criteria for determining project consistency:

1. Will the project support the primary goals of the AQP?
2. Will the project comply with applicable control measures in the AQP?
3. Will the project disrupt or hinder implementation of any AQP control measures?

The use of the criteria listed above is a standard approach for CEQA analysis of projects in the SJVAPCD's jurisdiction, as well as within other air districts, for the following reasons:

- Significant contribution to existing or new exceedances of the air quality standards would be inconsistent with the goal of attaining the air quality standards.
- AQP emissions inventories and attainment modeling are based on growth assumptions for the area within the air district's jurisdiction.
- AQPs rely on a set of air district-initiated control measures as well as implementation of federal and State measures to reduce emissions within their jurisdictions, with the goal of attaining the air quality standards.

AQPs are plans for reaching attainment of air quality standards. The assumptions, inputs, and control measures are analyzed to determine whether the Air Basin can reach attainment for the ambient air quality standards. To show attainment of the standards, the SJVAPCD analyzes the growth projections in the valley, contributing factors in air pollutant emissions and formations, and existing and adopted emissions controls. The SJVAPCD then formulates a control strategy to reach attainment that includes both State and SJVAPCD regulations and other local programs and measures.

Criterion 1

A measure for determining whether the proposed project supports the primary goals of the AQP is if the proposed project would not result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQPs. The development of the AQP is based in part on the land use general plan determinations of the various cities and counties that constitute the Air Basin. The Stockton 2035 General Plan Land Use Map adopted in 2007 and the Envision Stockton 2040 General Plan Land Use Element designates the project site as Industrial and has pre-zoned it as I-L, Industrial. The proposed project is a warehouse development intended to be used primarily for a commercial warehouse and logistics facility accommodating the storage and transport of commercial goods. Therefore, the proposed project's operational use as a warehouse development would be considered consistent with the site's General Plan land use designation. Additionally, the land use designation was adopted before the AQPs were most recently updated. Because the proposed project would be consistent with land use assumptions used in the AQPs, it is reasonable to conclude that the proposed project would not adversely affect the AQPs.

Criterion 2

The AQP contains a number of control measures, which are enforceable requirements through the adoption of rules and regulations. A detailed description of rules and regulations that apply to the proposed project is provided in the Air Quality, GHG Emissions, and Energy Report. The proposed project would comply with all applicable SJVAPCD rules and regulations through the issuance of applicable permits and applications. Therefore, the proposed project complies with this criterion and would not conflict with or obstruct implementation of the applicable air quality attainment plan for this criterion.

Criterion 3

A measure of determining whether the proposed project is consistent with the AQPs is if the proposed project would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay timely attainment of air quality standards or the interim emission reductions specified in the AQPs. Because of the region's nonattainment status for ozone, $PM_{2.5}$, and PM_{10}, if project-generated emissions of either of the ozone precursor pollutants (ROG and NO_X), PM_{10}, or $PM_{2.5}$ would exceed the SJVAPCD's significance thresholds, then the proposed project would be considered to conflict with the attainment plans.

As discussed in Impact 2.3(b) below, annual emissions of ROG, NO_x, PM_{10}, and $PM_{2.5}$ associated with the construction and operation of the proposed project would not exceed the SJVAPCD's significance thresholds. As shown in Impact 2.3(b), the proposed project would not result in CO hotspots that would violate CO standards. Therefore, the proposed project would not contribute to air quality violations.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?

Less than significant impact. Air pollutant emissions have regional effects and localized effects. This analysis assesses the regional effects of the proposed project's criteria pollutant emissions in comparison to SJVAPCD thresholds of significance for short-term construction activities and long-term operation of the proposed project.

The primary pollutants of concern during project construction and operation are ROG, NO_x, PM_{10}, and $PM_{2.5}$. The SJVAPCD GAMAQI adopted in 2015 contains thresholds for CO, NO_x, ROG, sulfur oxides (SO_x), PM_{10}, and $PM_{2.5}$.[16]

Ozone is a secondary pollutant that can be formed miles from the source of emissions, through reactions of ROG and NO_X emissions in the presence of sunlight. Therefore, ROG and NO_X are termed ozone precursors. The Air Basin often exceeds the State and national ozone standards. Therefore, if the project emits a substantial quantity of ozone precursors, the project may contribute to an exceedance of the ozone standard. The Air Basin also exceeds air quality standards for PM_{10} and $PM_{2.5}$; therefore, substantial project emissions may contribute to an exceedance for these pollutants. The SJVAPCD's annual emission significance thresholds used for the project define the substantial contribution for both operational and construction emissions as follows:

- 100 tons per year CO
- 10 tons per year NO_X
- 10 tons per year ROG
- 27 tons per year SO_X
- 15 tons per year PM_{10}
- 15 tons per year $PM_{2.5}$

[16] San Joaquin Valley Air Pollution Control District (SJVAPCD). 2015. Guidance for Assessing and Mitigating Air Quality Impacts.

The proposed project does not contain sources that would produce substantial quantities of SO_2 emissions during construction and operation.

Construction Emissions

The proposed project construction would start with site preparation beginning in April of 2024 and would end in December 2024. In addition, the proposed project would require an off-site sewer trench in South McKinley Avenue, extending approximately 2,400 feet north of the site (Exhibit 6). The off-site construction would occur in April 2024. The proposed construction schedule and equipment assignment presented in Air Quality, GHG Emissions, and Energy Report are based on California Emissions Estimator Model (CalEEMod) defaults with a building construction duration to match the applicant's schedule for the warehouse construction, by shortening the construction slightly appropriate to the type of construction and assuming that painting and paving occur at the same time.

Table 1 summarizes the criteria pollutant emissions from construction of the proposed project and compares these emissions to the SJVAPCD's regional thresholds of significance. It should be noted that unmitigated construction emissions incorporate the basic dust control measures required under District Rule 8201, which requires that vehicle speeds on unpaved roads and surfaces be reduced to no more than 15 miles per hour and exposed construction areas are watered during earthmoving activities.

Table 1: Regional Construction Air Pollutant Emissions

Project Construction Activity	Emissions (tons)					
	ROG	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Site Preparation	0.02	0.21	0.18	< 0.0005	0.053	0.029
Grading	0.01	0.09	0.10	< 0.0005	0.018	0.011
Building Construction	0.12	1.01	1.36	0.002	0.11	0.055
Paving	0.01	0.04	0.05	< 0.0005	0.003	0.002
Architectural Coating	0.45	0.01	0.01	< 0.0005	0.001	< 0.0005
Off-site Construction	0.001	0.015	0.013	< 0.0005	0.002	0.001
Annual Emissions	**0.62**	**1.38**	**1.7**	**0.002**	**0.187**	**0.098**
SJVAPCD Annual Thresholds	10	10	100	27	15	15
Do Construction Emissions Exceed Regional Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in diameter
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
ROG = reactive organic gases
SO_X = sulfur oxides
Totals may not add up due to rounding. CalEEMod Output files are contained in Appendix A.

Table 1 shows that criteria pollutant emissions would not exceed any of the SJVAPCD's regional thresholds of significance during unmitigated construction of the proposed warehouse project. General Plan EIR MMs AQ-2 AQ-4a require project applicants to prepare a technical assessment evaluating potential project construction phase-related air quality impacts. The analysis of regional pollutant emissions generated by construction of the project, summarized above, fulfills the requirements of these General Plan MMs.

Operational Emissions

Emissions from the operation of the facility would be from stationary and area sources of emissions at the project site itself and from mobile sources (i.e., vehicles) associated with the operation of the warehouse.

The facility has planned for a diesel- fueled fire pump but no other stationary sources such as boilers or emergency standby generators are anticipated.

There are no sources of air pollutant related to the industrial operations inside of the warehouse since all of the material handling equipment is electric (e.g., battery electric forklifts and electric pallet jacks). Area sources refer to VOC compound emissions from use of consumer products by employee (cosmetics and personal care products) and also include emissions from cleaning products including detergents, cleaning compounds, polishes, floor finishes. Emissions from exhaust of any gasoline-fueled landscaping equipment also contribute to, and are included in, the area source emissions. The proposed project would not provide connections for natural gas usage so there would be no future natural gas use in the building for heating or cooking, although those estimates were included in the emissions estimates as a worst-case scenario. There would be no emissions from the proposed project due to natural gas energy use.

The warehouse operations will generate both employee and visitor passenger vehicle trips and truck trips which are mobile sources of both criteria pollutant and TAC emissions. On-site idling will generate small amounts of emissions at the site; however, regulations limit this idling to less than 5 minutes per occurrence and the on-site emissions will be minimal. Signs would be posted at the facility to facilitate compliance with the regulation. Signs also directing truck traffic into and out of the facility would ensure smooth traffic flow and avoid wasteful queueing and idling. The Advanced Mobility Group produced a Transportation Impact Study (TIA)[17] for the proposed project that estimated the proposed project would generate 378 daily passenger vehicle trips and 20 daily truck trips. The Air Quality Analysis and CalEEMod estimates are conservatively based on CalEEMod defaults for Vehicle Miles Traveled (VMT) trip length.

Table 2 summarizes the proposed project's emissions from these sources.

[17] Advanced Mobility Group. 2022. Traffic Impact Study for the Proposed Industrial Development at 6505 South McKinley Avenue East, Stockton, California.

Table 2: Unmitigated Operational Pollutant Emissions (2025)

Emission Source	Emissions (Tons)					
	ROG	NO_x	CO	SO_X	PM_{10}	$PM_{2.5}$
Area	0.88	0.01	0.72	< 0.005	< 0.005	< 0.005
Energy	< 0.005	0.06	0.05	< 0.005	< 0.005	< 0.005
Stationary Source	0.01	0.03	0.03	< 0.005	< 0.005	< 0.005
Mobile	0.19	0.86	2.02	0.01	0.29	0.07
Project Total	**1.08**	**0.96**	**2.82**	**0.01**	**0.29**	**0.07**
SJVAPCD Annual Thresholds	10	10	100	27	15	15
Do Operational Emissions Exceed Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in diameter
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
ROG = reactive organic gases
SO_X = sulfur oxides
Totals may not add up due to rounding.
Source: CalEEMod Output files are contained in Appendix A.

As shown in Table 2, operational emissions are well below the SJVAPCD's regional significance thresholds for all pollutants. General Plan EIR MMs AQ-1, AQ-3, and AQ-4a require project applicants to prepare a technical assessment evaluating potential project operational phase-related air quality impacts. The analysis of regional pollutant emissions generated by project operations, summarized above, fulfills the requirements of these General Plan MMs.

Localized Pollutant Analysis

Emissions occurring at or near the project have the potential to create a localized impact also referred to as an air pollutant hotspot. Localized emissions are considered significant if when combined with background emissions, they would result in exceedance of any health-based air quality standard. In locations that already exceed standards for these pollutants, significance is based on a significant impact level (SIL) that represents the amount that is considered a cumulatively considerable contribution to an existing violation of an air quality standard.

The SJVAPCD's GAMAQI includes screening thresholds for identifying projects that need detailed analysis for localized impacts. Projects with on-site emission increases from construction activities or operational activities that exceed the 100 pounds per day screening level of any criteria pollutant after compliance with Rule 9510 and implementation of all enforceable mitigation measures would require preparation of an ambient air quality analysis. The criteria pollutants of concern for localized impact in the Air Basin are PM_{10}, $PM_{2.5}$, nitrogen dioxide (NO_2), and CO. CO violations require heavy

traffic volumes and extreme traffic congestion that would not occur at or near the project site; therefore, operational CO emission hotspots are highly unlikely.

An analysis of maximum daily emissions during construction and operation was conducted to determine whether emissions would exceed the 100 pounds per day screening threshold for any pollutant of concern. The maximum daily model has adjusted both construction and operational trips to be 0.25 mile to represent on-site emissions of on-road trucks visiting the site. The results of the analysis are presented in Table 3 and Table 4. The proposed project would not exceed daily emission thresholds during construction and operation for any pollutant of concern. Operational emissions include emissions generated on-site by area sources such as natural gas combustion and landscape maintenance, and on-site travel from motor vehicles accessing the project.

Table 3: Maximum On-site Daily Air Pollutant Emissions During Construction

Source	On-site Emissions (pounds per day)[1]				
	ROG	NO_x	CO	PM_{10} (Total)	$PM_{2.5}$ (Total)
Site Preparation	4	37	34	9.3	5.4
Grading	2	18	19	3.6	2.1
Building Construction	2	12	14	0.5	0.5
Architectural Coating and Paving	92	9	12	0.4	0.4
Maximum Daily Emissions	**92**	**37**	**34**	**9.3**	**5.4**
Screening threshold	100	100	100	100	100
Exceed screening threshold?	No	No	No	No	No

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in diameter
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
ROG = reactive organic gases
[1] PM_{10} and $PM_{2.5}$ emissions are from the mitigated output to reflect compliance with Regulation VIII—Fugitive PM_{10} Prohibitions.
Source of Emissions: CalEEMod Output (Appendix A).
Source of Thresholds: San Joaquin Valley Air Pollution Control District (SJVAPCD). 2015. Guidance for Assessing and Mitigating Air Quality Impacts. February 19.

Table 4: Maximum On-site Daily Air Pollutant Emissions During Operations

Source	On-site Emissions (pounds per day)[1]				
	ROG	NO_x	CO	PM_{10}	$PM_{2.5}$
Maximum Daily	7	2	12	0.1	0.1
Screening threshold	100	100	100	100	100
Exceed screening threshold?	No	No	No	No	No

Source	On-site Emissions (pounds per day)[1]				
	ROG	NO_x	CO	PM_{10}	$PM_{2.5}$
Notes: CO = carbon monoxide NO_X = nitrogen oxides PM_{10} = particulate matter less than 10 microns in diameter $PM_{2.5}$ = particulate matter less than 2.5 microns in diameter ROG = reactive organic gases Source of Emissions: CalEEMod Output (Appendix A). Source of Thresholds: San Joaquin Valley Air Pollution Control District (SJVAPCD). 2015. Guidance for Assessing and Mitigating Air Quality Impacts. February 19.					

The proposed project would not exceed SJVAPCD screening thresholds for requiring additional ambient air quality modeling; therefore, the proposed project's localized criteria pollutant impacts are less than significant.

Summary

In summary, regional emissions generated by the proposed project would not exceed any applicable thresholds after compliance with all rules, regulations, and application of General Plan MM AQ-1, MM AQ-3, MM AQ-4a, and MM AQ-4b during either construction or operation. Localized construction and operational emissions would also be less than significant after incorporation of the required General Plan mitigation. In summary, the overall impacts would be less than significant. No project-specific mitigation measures are required.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than significant impact. The SJVAPCD considers a sensitive receptor to be a location that houses or attracts children, the elderly, people with illnesses, or others who are especially sensitive to the effects of air pollutants. Examples of sensitive receptors include hospitals, residences, convalescent facilities, and schools.

Construction: Reactive Organic Gases

ROG is emitted during the application of architectural coatings (painting). The amount emitted is dependent on the amount of ROG (or VOC) in the paint. ROG emissions are typically an indoor air quality health hazard concern rather than an outdoor air quality health hazard concern. Therefore, exposure to ROG during architectural coatings is a less than significant health impact.

There are three types of asphalt that are typically used in paving: asphalt cements, cutback asphalts, and emulsified asphalts. However, SJVAPCD Rule 4641 prohibits the use of the following types of asphalt: rapid cure cutback asphalt; medium cure cutback asphalt; slow cure asphalt that contains more than 0.5 percent of organic compounds that evaporate at 500°F or lower; and emulsified asphalt containing organic compounds, in excess of 3 percent by volume that evaporate at 500°F or lower. An exception to this is medium cure asphalt when the National Weather Service official forecast of the high temperature for the 24-hour period following application is below 50°F.

The acute (short-term) health effects from worker direct exposure to asphalt fumes include irritation of the eyes, nose, and throat. Other effects include respiratory tract symptoms and pulmonary function changes. The studies were based on occupational exposure of fumes. Residents are not in the immediate vicinity of the fumes; therefore, they would not be subjected to concentrations high enough to evoke a negative response. In addition, the restrictions that are placed on asphalt in the San Joaquin Valley reduce ROG emissions from asphalt and exposure. The impact to nearby sensitive receptors from ROG during construction is less than significant.

Operation: Reactive Organic Gases

During operation, ROG would be emitted primarily from motor vehicles. Direct exposure to ROG from project motor vehicles would not result in health effects, because the ROG would be distributed across miles and miles of roadway and in the air. The concentrations would not be great enough to result in direct health effects.

Construction: NO_X, PM_{10}, and $PM_{2.5}$

As discussed in Impact 2.3(b), emissions during construction would not exceed the significance thresholds and would not be expected to result in concentrations that would exceed ambient standards or contribute substantially to an existing exceedance of an ambient air quality standard.

Operation: NO_X, PM_{10}, and $PM_{2.5}$

As discussed in Impact 2.3(b), localized concentrations of NO_X, PM_{10}, and $PM_{2.5}$ would not exceed the ambient air quality standards. Therefore, the proposed project would not expose sensitive receptors to substantial criteria air pollutant concentrations during operation.

Toxic Air Contaminants

Project construction would involve the use of diesel-fueled vehicles and equipment that emit DPM, which is considered a TAC. The SJVAPCD's latest threshold of significance for TAC emissions is an increase in cancer risk for the maximally exposed individual of 20 in a million (formerly 10 in a million). The SJVAPCD's 2015 GAMAQI does not currently recommend analysis of TAC emissions from project construction activities, but instead focuses on projects with operational emissions that would expose sensitive receptors over a typical lifetime of 70 years.

Toxic Air Pollutants—On-site Workers

A variety of State and national programs protect workers from safety hazards, including high air pollutant concentrations.[18,19]

On-site workers are not required to be addressed through this Health Risk Assessment (HRA) process. A document published by the California Air Pollution Control Officers Association (CAPCOA), Health Risk Assessments for Proposed Land Use Projects, indicates that on-site receptors are

[18] Southern California Gas Company (SoCalGas). 2023. Methane and Health and Safety. Website: https://www.socalgas.com/stay-safe/methane-emissions/methane-and-health-and-safety#:~:text=Methane%20is%20non%2Dtoxic%20and,oxygen%20may%20result%20in%20suffocation. Accessed March 21, 2023.

[19] Centers for Disease Control and Prevention (CDC). 2012. Construction. Website: www.cdc.gov/niosh/construction/. Indoor Environmental Quality. Website: www.cdc.gov/niosh/topics/indoorenv/constructionieq.html. Accessed March 21, 2023.

included in risk assessments if they are persons not employed by the proposed project.[20] Therefore, an HRA for on-site workers is not required or recommended. No further discussion is necessary.

Construction Health Risk Assessment

During construction and operation, the proposed project would result in emissions of several TACs that could potentially impact nearby sensitive receptors. The SJVAPCD has defined health risk significance thresholds. These thresholds are represented as a cancer risk to the public and a non-cancer hazard from exposures to TACs. Cancer risk represents the probability (in terms of risk per million individuals) that an individual would contract cancer resulting from exposure to TACs continuously over a period of several years. The SJVAPCD's latest threshold of significance for TAC emissions is an increase in cancer risk for the maximally exposed individual of 20 in a million (formerly 10 in a million). The principal TAC emission analyzed in this assessment was DPM from operation of off-road equipment and diesel-powered delivery and worker vehicles during construction and operation. DPM has been identified by the ARB as a carcinogenic substance. For purposes of this analysis, DPM is represented as exhaust emissions of PM_{10}. DPM represented as exhaust PM_{10} adequately addresses impacts from PM_{10} and $PM_{2.5}$ emissions, as $PM_{2.5}$ comprises a component of PM_{10}. Fugitive dust components of PM_{10} and $PM_{2.5}$ would be controlled through the use of required dust control practices during project construction.

Exposures to TACs can also result in both short-term (acute) or long-term (chronic) non-cancer health impacts. Such impacts could include illnesses related to reproductive effects, respiratory effects, eye sensitivity, immune effects, kidney effects, blood effects, central nervous system, birth defects, or other adverse environmental effects.

Estimation of Cancer Risks

Cancer risks are estimated as the upper-bound incremental probability that an individual will develop cancer as a direct result of exposure to potential carcinogens over a specified exposure duration. The cancer risk attributed to a chemical is calculated by multiplying the chemical intake or dose at the human exchange boundaries (e.g., lungs) by the chemical-specific cancer potency factor (CPF). A risk level of 10 in a million implies a likelihood (or risk) that up to 10 persons out of one million equally exposed people would contract cancer if exposed continuously (24 hours per day) to the levels of TACs over a specified duration of time. This risk would be an excess cancer risk that is in addition to any environmental cancer risk borne by a person not exposed to these air toxics.

The California Office of Environmental Health Hazard Assessment (OEHHA) has developed guidance for estimating cancer risks that considers the increased sensitivity of infants and adults to TAC emissions, different breathing rates, and time spent at home. This guidance was applied in estimating cancer risks from the construction and operation of the proposed project.

The recommended method for the estimation of cancer risk is shown in the equations.

$$\text{Cancer Risk} = C_{DPM} \times \text{Inhalation Exposure Factor} \quad \text{(EQ-1)}$$

[20] California Air Pollution Control Officers Association (CAPCOA). 2009. Health Risk Assessments for Proposed Land Use Projects.

Where:

Cancer Risk = Total individual excess cancer risk defined as the cancer risk a hypothetical individual faces if exposed to carcinogenic emissions from a particular source for specified exposure durations; this risk is defined as an excess risk because it is above and beyond the background cancer risk to the population; cancer risk is expressed in terms of risk per million exposed individuals.

C_{DPM} = Period average DPM air concentration calculated from the air dispersion model in $\mu g/m^3$

Inhalation is the most important exposure pathway to impact human health from DPM and the inhalation exposure factor is defined as follows:

Inhalation Exposure Factor = CPF x EF x ED x DBR x AAF/AT (EQ-2)

Where:

CPF = Inhalation cancer potency factor for the TAC: 1.1 $(mg/kg\text{-}day)^{-1}$ for DPM
EF = Exposure frequency (days/year)
ED = Exposure duration (years of construction)
AAF = set of age-specific adjustment factors that include age sensitivity factors (ASF), daily breathing rates (DBR), and time at home factors (TAH)
AT = Averaging time period over which exposure is averaged (days)

Estimation of Chronic Non-Cancer Hazards

An evaluation of potential non-cancer effects of chronic chemical exposures was also conducted. Adverse health effects are evaluated by comparing the annual receptor concentration of each chemical compound with the appropriate Reference Exposure Level (REL). Available RELs promulgated by OEHHA were considered in the assessment.

Risk characterization for non-cancer health hazards from TACs is expressed as an HI. The HI is a ratio of the predicted concentration of the project's emissions to a concentration considered acceptable to public health professionals, termed the REL.

To quantify non-carcinogenic impacts, the HI approach was used.

$HI = C_{ann}/REL$ (EQ-3)

Where:

HI = chronic hazard index
C_{ann} = annual average concentration of TAC as derived from the air dispersion model ($\mu g/m^3$)
REL = reference exposure level above which a significant impact is assumed to occur ($\mu g/m^3$)

The HI assumes that chronic exposures to TACs adversely affect a specific organ or organ system (toxicological endpoint) of the body. For each discrete chemical exposure, target organs presented in

regulatory guidance were used. To calculate the HI, each chemical concentration or dose is divided by the appropriate toxicity REL. For compounds affecting the same toxicological endpoint, this ratio is summed. Where the total equals or exceeds 1, a health hazard is presumed to exist. OEHHA has defined a REL for DPM of 5 μg/m^3. The principal toxicological endpoint assumed in this assessment was through inhalation.

Toxic Air Contaminant Construction Analysis

Major sources of DPM during construction include off-road construction equipment and heavy-duty delivery truck activities. The results of the HRA prepared for project construction for cancer risk and long-term chronic cancer risk are summarized below. Air dispersion modeling was utilized to assess the project's potential health risks using American Meteorological Society/EPA Regulatory Model (AERMOD) Version 22112 which is an air dispersion model accepted by the United States Environmental Protection Agency (EPA) and the SJVAPCD for preparing HRAs. Exhaust emissions of DPM (as PM_{10} exhaust) were estimated using CalEEMod Version 2022.1.

The estimated health and hazard Impacts at the Maximally Impacted Sensitive Receptor (MIR) from the project's construction emissions are provided in Table 5. The MIR was determined to be a single-family home located 440 feet southwest of the project site.

Table 5: Estimated Health Risks and Hazards During Project Construction at the Maximum Impacted Receptor

Source	Cancer Risk (risk per million)	Chronic Non-Cancer HI[1]
Unmitigated Risk and Hazards	0.8	0.001
Significance Threshold	**20**	**1**
Exceeds Individual Source Threshold?	**No**	**No**

Notes:
μg/m^3 = micrograms per cubic meter
DPM = diesel particulate matter
HI = hazard index
MIR = Maximally Impacted Sensitive Receptor
PM_{10} = particulate matter, including dust, 10 micrometers or less in diameter
REL = Reference Exposure Level
[1] Chronic non-cancer HI was estimated by dividing the maximum annual DPM concentration (as PM_{10} exhaust) by the REL of 5 μg/m^3.
[2] Risk is based on Infant Exposure starting in Third Trimester and over the construction period.
Source: Appendix A.
The MIR was determined to be a residence located at 7201 South McKinley Avenue, French Camp, CA 95231, approximately 440 feet from the project site.

As noted in Table 5, the proposed project's construction DPM emissions would not exceed the cancer risk significance threshold or non-cancer hazard index significance threshold at the MIR. Therefore, the proposed project would not result in a significant impact on nearby sensitive receptors from TACs during construction.

Toxic Air Pollutants Emitted from Operations of the Proposed Project

The proposed project would generate passenger vehicle trips from employees, visitors, and light-duty delivery vehicles traveling to and from the project site; however, the proposed project would also be served with daily truck deliveries. The main source of DPM from the long-term operations of warehouses is from combustion of diesel fuel in diesel-powered engines in heavy-duty trucks. Motor vehicle emissions refer to DPM exhaust emissions from the motor vehicle traffic that would travel to and from the project site each day. An estimate of the number of vehicle trips that the proposed project would generate was provided in the project-specific traffic analysis, which indicates the project will generate 20 truck trips per day.

The General Plan EIR, MM A-5 requires industrial or warehousing land uses that would generate substantial diesel truck travel (i.e., 100 diesel trucks per day or 40 or more trucks with diesel-powered TRUs per day based on ARB recommendations for siting new sensitive land uses) to coordinate with the SJVAPCD and determine the appropriate level of HRA required in such cases.

Since the proposed project will generate only 20 truck trips per day, it would not be considered to generate substantial diesel truck traffic. Therefore, an HRA and consultation is not required and health risks from operation of the facility, including DPM emissions from trucks, are considered to be less than significant.

Exposure to Naturally Occurring Asbestos and Valley Fever

As discussed in more detail in the Air Quality, GHG Emissions, and Energy Report, exposure to naturally occurring asbestos can occur during soil-disturbing activities in areas with deposits present. Review of the Department of Conservation maps indicates that the project site and San Joaquin County do not have reported historic asbestos mines, historic asbestos prospects, and other natural occurrences of asbestos.[21] Therefore, impacts associated with the project's potential to expose sensitive receptors to naturally occurring asbestos are less than significant.

As discussed in the report, the project site would have low probability of *C. immitis* (Valley Fever) growth on-site or exposure from disturbed soil. Compliance with dust control regulations would further reduce the potential to expose sensitive receptors to Valley Fever during construction. During operations, the project site would be built up and would not provide a conducive environment for Valley Fever. Therefore, impacts associated with the project's potential to expose sensitive receptors to Valley Fever are less than significant. No further analysis is needed.

d) Result in other emission (such as those leading to odors) adversely affecting a substantial number of people?

Less than significant impact. Odors can cause a variety of responses. The impact of an odor is dependent on interacting factors such as frequency (how often), intensity (strength), duration (in time), offensiveness (unpleasantness), location, and sensory perception. While offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies.

According to the SJVAPCD, analysis of potential odor impacts should be conducted for the following two situations:

- **Generators:** projects that would potentially generate odorous emissions proposed to locate near existing sensitive receptors or other land uses where people may congregate, and
- **Receivers:** residential or other sensitive receptor projects or other projects built for the intent of attracting people locating near existing odor sources.

The SJVAPCD provides a suggested screening distance for a variety of odor-generating land uses and operations. Those distances are used as a guide to assess whether nearby facilities could be sources of significant odors. Projects that would site a new sensitive receptor farther than the applicable screening distances from an existing odor source are not likely to have a significant impact. These screening distances by type of odor generator are listed in Table 6.

Table 6: Screening Levels for Potential Odor Sources

Odor Generator	Screening Distance
Wastewater Treatment Facilities	2 miles
Sanitary Landfill	1 mile
Transfer Station	1 mile
Composting Facility	1 mile
Petroleum Refinery	2 miles
Asphalt Batch Plant	1 mile
Chemical Manufacturing	1 mile
Fiberglass Manufacturing	1 mile
Painting/Coating Operations (e.g., auto body shop)	1 mile
Food Processing Facility	1 mile
Feed Lot/Dairy	1 mile
Rendering Plant	1 mile
Source: Source: San Joaquin Valley Air Pollution Control District (SJVAPCD). 2015. Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI). February 19.	

The proposed project is not in the category of generator sources listed in Table 6 and warehouses are not known sources of odorous emissions. Furthermore, the project is an industrial project and is not considered a sensitive receptor that would need to consider impacts as a “receiver.” There are no significant concerns related to odors or a need for further odor assessment of the project operations.

The proposed project has the potential to emit odors during construction activities from sources such as the exhaust from diesel-fueled construction equipment, or during the application of architectural coatings. However, because of the low intensity of these emissions, intermittent and short-term nature of construction activities, and highly diffusive properties of diesel exhaust, a

substantial number of nearby receptors would not be affected by odors associated with project construction. Odors from these sources would be localized and generally confined to the immediate area surrounding the project site. The proposed project would utilize typical construction techniques, and odors would be typical of most construction-sites and temporary in nature. The proposed project would not have the potential to emit nuisance odors beyond the property line, therefore, MM AQ-6 is satisfied by the analysis included in this document; an odor management plan would not applicable for this project and no project-specific mitigation measures related to odor are required. This impact would be less than significant.

Mitigation Measures

No project-specific mitigation is required. The air quality technical analysis included as Appendix A of this IS/MND and summarized above fulfills the requirements of General Plan MMs AQ-1, MM AQ-2, MM AQ-3, MM AQ-4a, MM AQ-5, and MM AQ-6. General Plan MM AQ-4b would remain applicable to the project.

MM AQ-4b Prior to discretionary approval, applicants for development projects that are subject to the California Environmental Quality Act (CEQA) shall assess their projects to the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Rule 9510 Applicability Thresholds as follows:

- 50 residential units;
- 2,000 square feet of commercial space;
- 25,000 square feet of light industrial space;
- 100,000 square feet of heavy industrial space;
- 20,000 square feet of medical office space;
- 39,000 square feet of general office space;
- 9,000 square feet of education space;
- 10,000 square feet of government space;
- 20,000 square feet of recreational space; or
- 9,000 square feet of space not identified above.

Applicants for development projects subject to CEQA that do not meet the SJVAPCD Rule 9510 Applicability Thresholds shall assess whether project-related construction and operational emissions exceed the SJVAPCD 100 pounds per day ambient air quality screening threshold. Applicants for development projects that exceed this ambient air quality screening threshold shall prepare or have prepared an ambient air quality analysis, consistent with the SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), to assess whether the subject development project would cause or contribute to a violation of any California Ambient Air Quality Standard or National Ambient Air Quality Standard. The ambient air quality analysis shall identify measures to reduce impacts, as necessary. Recommended measures may include those identified in MM AQ-2 and MM AQ-3. The related recommendations of the ambient air quality analysis shall be incorporated into all construction management and design plans and shall be submitted to the City and verified by the City's Planning and Engineering Division.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.4 Biological Resources *Would the project:*				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?	☐	☒	☐	☐
c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	☐	☒	☐	☐

Environmental Evaluation

Setting

The project parcel is in the San Joaquin Valley bioregion near the center of California's Central Valley. The site is part of the southern French Camp district of the City of Stockton, surrounded by suburban, industrial, and agricultural zones. For many decades the site has been used for agriculture. The site is bordered by South McKinley Avenue to the east and French Camp Slough to the west and south. French Camp Slough is a perennial stream with a substantial valley oak (*Quercus lobata*) riparian corridor (Exhibit 8). Open areas are dominated by non-native grasses and bare ground. The

soils are mainly Stockton and Galt clay, which are somewhat poorly drained. The relatively flat, low elevation (10-15 feet above mean sea level) site does not have obvious concentrated surface flows into French Camp Slough, but precipitation may percolate and flow underground to the Slough. The Slough flows north into the San Joaquin River, which drains to San Francisco Bay. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?

Less than significant impact with mitigation incorporated.

Special-status Plants

The 2022 Biological Resources Assessment (Appendix B) documents 25 special-status plant species for the *Stockton West*, United States Geological Survey (USGS) 7.5-minute Topographic Quadrangle Map, and the eight surrounding USGS quadrangles.[8,9] However, 16 of these species are not expected to occur on the project site, based on the absence of suitable habitat. Nine special-status plant species have at least low potential to occur in the adjacent riparian corridor of French Camp Slough (Appendix B, Appendix A), albeit not necessarily within the proposed development footprint. Therefore, no significant impacts on special-status plant species are anticipated.

Special-Status Wildlife Covered Under SJMSCP

The 2022 Biological Resources Assessment (Appendix B) identifies 21 special-status wildlife species for the *Stockton West*, USGS 7.5-minute Topographic Quadrangle Map, and the eight surrounding USGS quadrangles.[10,11] However, 11 special-status wildlife species are not expected to occur within the project site, based on the absence of suitable habitat. Ten special-status wildlife species have at least low potential to occur within the project site (Appendix B, Appendix A), albeit not necessarily within the proposed development footprint. The avoidance, minimization, and compensatory mitigation measures required by the SJMSCP are intended to reduce any impacts on these species to a less than significant level.

Valley Elderberry Longhorn Beetle

Per the SJMSCP, within San Joaquin County distribution of the valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) includes elderberry (*Sambucus spp.*) and all valley floor riparian and foothill habitats that support elderberry. No stands of elderberry were observed within the project site; however, presence of individual elderberry shrubs within the riparian corridor of French Camp Slough nearby cannot be ruled out.

The proposed project would not result in direct impacts to the riparian corridor of French Camp Slough (Exhibit 8). No valley elderberry longhorn beetle habitat is present outside the riparian corridor. Therefore, the project would not have direct impacts on this species or this species habitat. The construction of the proposed project could result in dust that may coat and potentially adversely impact this species, if present. However, with implementation of MM BIO-1 and MM BIO-3, requiring coverage through the SJMSCP, and avoidance of direct and indirect impacts on the riparian and

aquatic habitats of French Camp Slough, potential project-related impacts on this species can be reduced to a less than significant level.

Western Pond Turtle

French Camp Slough and its associated riparian corridor and adjacent upland grassland provides potential suitable habitat for this species.

The proposed project would not result in direct impacts on the aquatic habitat and riparian corridor of French Camp Slough. However, western pond turtle (*Actinemys marmorata*) could disperse into the ruderal grassland area and agricultural field in search of upland nesting opportunities. Therefore, the proposed project could have direct impacts on this species through construction equipment resulting in take of western pond turtle and their nests, if present. However, with implementation of MM BIO-1 and MM BIO-3, requiring coverage through the SJMSCP, and avoidance of direct and indirect impacts on the riparian and aquatic habitats of French Camp Slough, potential project-related impacts on this species can be reduced to a less than significant level.

Giant Garter Snake

French Camp Slough and its associated riparian corridor and adjacent upland grassland provides potential suitable habitat, including overwintering habitat, for this species.

The proposed project would not result in direct impacts on the aquatic habitat and riparian corridor of French Camp Slough. However, giant garter snakes (*Thamnophis gigas*) could disperse into the ruderal grassland area and agricultural field in search of upland overwintering opportunities. Therefore, the project could have direct impacts on this species from construction equipment resulting in take of this species if present. However, with implementation of MM BIO-1 and MM BIO-3, requiring coverage through the SJMSCP, and avoidance of direct and indirect impacts on the riparian and aquatic habitats of French Camp Slough, potential project-related impacts on this species can be reduced to a less than significant level.

Specifically, the San Joaquin Council of Governments (SJCOG) requires a temporary construction setback of 200 feet from the banks of French Camp Slough for giant garter snakes from October 2 to April 30. The buffer can be reduced at the discretion of the Habitat Technical Advisory Committee (HTAC) and Board. The time period in which the proposed project may build within that 200-foot buffer is from May 1 to October 1, when giant garter snakes are not potentially burrowing in the banks of the Slough.

Tricolored Blackbird

Tricolored blackbird (*Agelaius tricolor*) nesting habitat is present within the riparian corridor of French Camp Slough adjacent to the project site.

The proposed project would not result in direct impacts on the riparian corridor of French Camp Slough. However, the construction of the proposed project could result in indirect disturbance of a tricolored blackbird nesting colony (if present) through excessive noise, dust, and other construction-related disturbance. However, with implementation of MM BIO-1 and MM BIO-3, requiring pre-construction nesting bird surveys and nest avoidance, coverage for this species through the SJMSCP,

and avoidance of impacts on the riparian and aquatic habitats of French Camp Slough, potential project-related impacts on this species can be reduced to a less than significant level.

Burrowing Owl

The upland herbaceous portions of the project site, including the agricultural field under certain conditions (e.g., if left fallow and mowed or grazed, and if colonized by ground squirrels), could potentially provide burrowing owl (*Athene cunicularia*) habitat.

The proposed project would result in direct impacts on these areas through grading, resulting in adverse impacts on this species, if present. However, with implementation of MM BIO-1 and MM BIO-3, requiring pre-construction nesting bird surveys and nest avoidance, coverage for this species through the SJMSCP, and avoidance of impacts on the riparian and aquatic habitats of French Camp Slough, potential project-related impacts on this species can be reduced to a less than significant level.

Swainson's Hawk

Swainson's hawk (*Buteo swainsoni*) is listed as threatened under CEQA and is a covered species under the SJMSCP, Fish and Game Code, and Migratory Bird Treaty Act (MBTA). Up to four Swainson's hawk nests have been documented in the past by California Natural Diversity Database (CNDDB) on the project site and within disturbance distance. A stick nest consistent with the appearance of a nest of Swainson's hawk or other hawk species was observed in the tallest valley oak tree on the northern property boundary; however, whether this tree is a Swainson's hawk nest tree would need to be confirmed through protocol-level surveys. The agricultural field and ruderal/disturbed grassland (together approximately 10.36 acre on-site) and surrounding areas provide Swainson's hawk foraging habitat. Therefore, the probability of Swainson's hawks to nest and forage on-site is high.

The proposed project would result in both potential direct and indirect impacts related to Swainson's hawk. Direct impacts would occur if an occupied nest tree were to be removed, or if disturbance from construction activities would result in failure of a Swainson's hawk nest. Potential indirect impacts could occur if unoccupied but confirmed Swainson's hawk nest trees and foraging habitat is removed. Approximately 8.46 acres of Swainson's hawk foraging habitat in the form of agricultural field and ruderal grassland are proposed to be removed.

With implementation of MM BIO-1 and MM BIO-3, requiring pre-construction nesting bird surveys and nest avoidance, coverage for this species through the SJMSCP, implementing all SJMSCP-required avoidance, minimization and compensatory mitigation measures (including compensatory mitigation for loss of Swainson's hawk foraging habitat at a ratio determined by SJCOG), and avoidance of direct and indirect impacts on nests and occupied nest trees, potential project-related impacts on this species can be reduced to a less than significant level under CEQA Guidelines.

White-tailed Kite

This species has a moderate potential to nest in the trees on-site. Suitable nest trees and foraging habitat in the form of the agricultural field and ruderal/disturbed grassland (together approximately 10.36 acre on-site) and surrounding areas provide white-tailed kite (*Elanus leucurus*) foraging habitat.

The proposed project would result in both potential direct and indirect impacts related to white-tailed kite. Direct impacts would occur if an occupied nest tree were to be removed, or if disturbance from construction activities would result in failure of a white-tailed kite nest. Potential indirect impacts could occur if unoccupied but confirmed white-tailed kite nest trees and foraging habitat is removed. Approximately 8.46 acres of white-tailed kite foraging habitat in the form of agricultural field and ruderal grassland are proposed to be removed.

With implementation of MM BIO-1 and MM BIO-3, requiring pre-construction nesting bird surveys and nest avoidance, coverage for this species through the SJMSCP, implementing all SJMSCP-required avoidance, minimization and compensatory mitigation measures, and avoidance of direct and indirect impacts on nests and occupied nest trees, potential project-related impacts on this species can be reduced to a less than significant level under CEQA.

Loggerhead Shrike

This species has a moderate potential to nest in the shrubs on-site, including in shrubs potentially to be removed or disturbed by the proposed project. Loss of an active loggerhead shrike (*Lanius ludovicianus*) nest would be a significant impact on this species.

However, with implementation of MM BIO-1 and MM BIO-3, requiring pre-construction nesting bird surveys and nest avoidance, coverage for this species through the SJMSCP, implementing all SJMSCP-required avoidance, minimization and compensatory mitigation measures, and avoidance of direct and indirect impacts on nests and nest trees, potential project-related impacts on this species can be reduced to a less than significant level.

Song Sparrow ("Modesto" population)

Song sparrow (*Melospiza melodia mailliardi*) nesting habitat is present within the riparian corridor of French Camp Slough adjacent to the project site.

The proposed project would not result in direct impacts on the riparian corridor of French Camp Slough. However, the construction of the proposed project could result in indirect disturbance of song sparrow nests (if present) through excessive noise, dust, and other construction-related disturbance. However, with implementation of MM BIO-1 and MM BIO-3, requiring pre-construction nesting bird surveys and nest avoidance, coverage for this species through the SJMSCP, implementing all SJMSCP-required avoidance, minimization and compensatory mitigation measures, and avoidance of direct and indirect impacts on the riparian and aquatic habitats of French Camp Slough, potential project-related impacts on this species can be reduced to a less than significant level.

Least Bell's Vireo

Least Bell's vireo (*Vireo bellii*) nesting habitat is present within the riparian corridor of French Camp Slough adjacent to the project site.

The proposed project would not result in direct impacts to the riparian corridor of French Camp Slough. However, the construction of the proposed project could result in indirect disturbance of least Bell's vireo nests (if present) through excessive noise, dust, and other construction-related

disturbance. However, with implementation of MM BIO-1 and MM BIO-3, requiring pre-construction nesting bird surveys and nest avoidance, coverage for this species through the SJMSCP, implementing all SJMSCP-required avoidance, minimization and compensatory mitigation measures, and avoidance of direct and indirect impacts on the riparian and aquatic habitats of French Camp Slough, potential project-related impacts on this species can be reduced to a less than significant level.

Longfin Smelt and Delta Smelt

Both species (*Spirinchus thaleichthys* and *Hypomesus transpacificus*) have been documented downstream from French Camp Slough. Presence of vagrant individuals cannot be ruled out from occurring in the water column of French Camp Slough. The proposed project does not impact French Camp Slough directly. Therefore, no impacts on these species are anticipated.

The construction and operation of the proposed project could have indirect impacts on the water quality of French Camp Slough through erosion, sediment, and runoff of polluted stormwater. Therefore, the proposed project could result in potential impacts on aquatic habitats for special-status fish species occurring in French Camp Slough and other waterbodies downstream.

With implementation of MM BIO-1 and MM BIO-2, the proposed project would implement all water quality protection measures imposed by the SJCOG and the Regional Water Quality Control Board (RWQCB), and therefore any potential indirect impacts on aquatic special-status species would be reduced to less than significant.

Roosting Bats

The project site contains trees that could provide suitable bat roosting habitat, including for special-status bats such as the pallid bat. Potential direct and indirect impacts could occur to roosting bats due to removal of potential roosting habitat during project construction. Therefore, it is recommended that a roosting bat survey be conducted prior to the start of project construction, as described below in MM BIO-4.

Other Non-listed Species Covered Under the SJMSCP

The SJMSCP covers additional species that are not listed by State or federal resource agencies. These include more common species including Ferruginous hawk, great egret, great blue heron, short-eared owl, Cooper's hawk, sharp-shinned hawk, pocket mouse, and others. Potential impacts on any of these will be mitigated to a less than significant level by obtaining coverage by the SJMSCP as stated in MM BIO-1 and MM BIO-3.

Special-status Species Not Covered Under the SJMSCP

Steelhead–Central Valley Distinct Population Segment

Steelhead have been documented downstream of French Camp Slough in the San Joaquin River. French Camp Slough does not provide suitable spawning habitat, but presence of vagrant individuals cannot be ruled out. The proposed project does not impact French Camp Slough directly, therefore no direct impacts on this species are anticipated.

The construction and operation of the proposed project could have indirect impacts on the water quality of French Camp Slough and downstream reaches through sediment and polluted stormwater runoff. Therefore, the proposed project could result in potential indirect impacts on aquatic habitats for special-status fish species.

With implementation of MM BIO-2, the proposed project would implement all water quality protection measures imposed by the SJCOG and the RWQCB, and therefore any potential indirect impacts on aquatic special-status species would be reduced to less than significant.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?

Less than significant impact with mitigation incorporated.

Valley Oak Riparian Forest and Woodland

As shown in Exhibit 9, no direct impacts on Valley Oak Riparian Forest and Woodland (0.35 acre within the project site) are proposed. Per communication with the SJCOG in April 2022, no permanent setback is required to avoid impacts on the riparian corridor.

Approximately 0.15 acre of Valley Oak Woodland and Forest (CDFW California Sensitive Natural Community 71.040.00 and protected under the SJMSCP) are proposed to be removed. The SJCOG offers compensatory mitigation for loss of Valley Oak Woodland and Forest through the SJMSCP permitting process. The applicant would be required to obtain a SJMSCP permit, as stated in MM BIO-1, above. With implementation of the mitigation requirements defined by the SJCOG, impacts to sensitive natural communities would be considered less than significant under CEQA.

c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Less than significant impact with mitigation incorporated.

French Camp Slough is a protected water through federal and State regulations. No direct impacts are proposed to French Camp Slough. However, the construction and operation of the proposed project could have indirect impacts on the water quality of French Camp Slough and downstream reaches through sediment and polluted stormwater runoff. Therefore, the proposed project could result in potential impacts on State and federally protected waters.

With implementation of MM BIO-2 the proposed project would implement all water quality protection measures imposed by the SJCOG and the RWQCB, and therefore any potential indirect impacts on aquatic special-status species would be reduced to less than significant.

Source: Bing Aerial Imagery.

FIRSTCARBON SOLUTIONS™

200 100 0 200 Feet

Exhibit 8
Land Cover and
Vegetation Community Types

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Source: Bing Aerial Imagery.

FIRSTCARBON SOLUTIONS™

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Exhibit 9
Impacts on Biological Resources

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d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?

Less than significant impact with mitigation incorporated.

Nursery Sites

The aquatic and riparian habitats of French Camp Slough, and the upland valley oak woodland are potential nursery sites, including for nesting birds and roosting bats, giant garter snakes, western pond turtles and others. With implementation of MM BIO-1 through MM BIO-6, impacts on nursery sites would be reduced to less than significant through direct and indirect impact avoidance of the riparian corridor and compensatory mitigation for loss of 0.15 acre of valley oak woodland.

Protected Nesting Birds

The riparian corridor of French Camp Slough and all vegetated habitats within the project site could provide suitable habitat for a variety of species of nesting birds. Ground nesting birds may use undisturbed grassland and barren areas. Grading and the removal of trees during the nesting season (generally February 15 to August 31) could result in direct harm to nesting birds protected under the Fish and Game Code or MBTA. Construction noise, light, and other man-made disturbances may cause nesting birds to abandon their nests.

Implementation of MM BIO-3 would reduce impacts on protected bird nests to a less than significant level.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less than significant impact with mitigation incorporated.

Local policies include protection of biological and natural resources and require preparation of a Biological Study, which the FCS Biological Resources Assessment (BRA) constitutes. With implementation of the mitigation measures developed and recommended here, the proposed project would not conflict with any local policies. Specifically, MM BIO-6 would ensure that the proposed project would not conflict with the Municipal Code Section 16.130 – Heritage Oak Permit by requiring a Tree Report as well as a tree removal permit and mitigation as required by the SJCOG and SJMSCP for removal of any ordinance-size valley oak trees protected under the Municipal Code. Impacts would be less than significant with mitigation incorporated.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan?

Less than significant impact with mitigation incorporated.

The project site is located within the SJMSCP planning area, and the City of Stockton is a signatory to the SJMSCP. MM BIO-1 would require the project to obtain SJMSCP coverage for potential project-related impacts on covered species and loss of 0.15 acre of protected valley oak woodland; and

implementation of all required avoidance, minimization, and compensatory mitigation measures. With implementation of MM BIO-1, no significant conflict with the provisions of the SJMSCP would occur.

Mitigation Measures

MM BIO-1 Prior to any disturbance activities (including vegetation removal and grading), the applicant shall obtain a San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) permit from San Joaquin Council of Governments (SJCOG) to mitigate for impacts to SJMSCP-covered species and their habitats. The applicant shall implement all requirements and conditions stated in the SJMSCP permit. Coverage involves compensation for habitat impacts on covered species through implementation of Incidental Take Minimization Measures (ITMMs) and payment of fees for conversion of lands that may provide habitat for covered species.

MM BIO-2a **Avoidance and Minimization of Indirect Temporary Impacts to Water Quality and Riparian Habitat**

- The project applicant shall obtain a Construction General Permit from the Regional Water Quality Control Board (RWQCB). The applicant shall ensure that the project Civil Engineer prepares all required stormwater planning documents consistent with the requirements of the RWQCB (e.g., a Storm Water Pollution Prevention Plan [SWPPP] that complies with current National Pollutant Discharge Elimination System [NPDES]; Best Management Practices [BMPs] to control the pollutants in stormwater runoff, and/or a Storm Water Management Plan [SWMP]) shall be developed and integrated into the project plan.

MM BIO-2b **No Work Within the Riparian Corridor and Creek Bed or Banks**

- No work (including vegetation removal) shall take place within the riparian corridor of French Camp Slough unless specifically permitted by the California Department of Fish and Wildlife (CDFW) or Regional Water Quality Control Board (RWQCB).
- Prior to construction the applicant shall install silt fencing including the placement of straw wattles between all construction areas and the riparian corridor to avoid impacts to water quality by grading and construction. A qualified Biologist shall be on-site to monitor the installation of fencing. Fencing shall be in place and regularly maintained during project implementation.

MM BIO-2c **Avoidance and Minimization of Indirect Permanent Impacts to Water Quality and Riparian Habitat**

- The applicant shall install post-construction stormwater management measures and establish a long-term maintenance plan. This requirement is intended to

ensure that the post-construction conditions at the project site do not cause or contribute to direct or indirect water quality impacts (i.e., pollution and/or hydromodification) upstream and downstream. Specifically, the discharger shall demonstrate compliance with the post-construction standards set forth in the General Permit. The discharger is responsible for all compliance issues including all annual fees until the Notice of Termination (NOT) has been filed and approved by the local Regional Water Quality Control Board (RWQCB).

- The applicant shall establish permanent fencing to keep trash and other debris from moving off-site into the aquatic or riparian habitats of French Camp Slough.

MM BIO-3 Protection of Active Bird Nests (includes pre-construction survey and implementation of avoidance buffer, if found).

- Removal of trees shall be limited to only those necessary to construct the proposed project as reflected in the relevant project approval documents.
- If the proposed project requires trees to be removed during the nesting season, pre-construction surveys shall be conducted no more than 10 days prior to the start of ground or vegetation disturbance (including tree removal) to determine whether or not active nests are present.
- If an active nest is located during pre-construction surveys, a qualified Biologist shall determine an appropriately sized avoidance buffer based on the species and anticipated disturbance level. (The California Department of Fish and Wildlife [CDFW] recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors.) A qualified Biologist shall delineate the avoidance buffer using Environmentally Sensitive Area fencing, pin flags, and/or yellow caution tape. The buffer zone shall be maintained around the active nest site(s) until the young have fledged and are foraging independently. No construction activities or construction foot traffic is allowed to occur within the avoidance buffer(s).
- The qualified Biologist shall monitor the active nest during construction activities to prevent any potential impacts that may result from the construction of the proposed project, until the young have fledged.

MM BIO-4 Roosting Bat Pre-construction Survey and Avoidance

Prior to the star of construction (e.g., prior to any earthmoving or ground-disturbing activity), a qualified Biologist with relevant roosting bat experience shall conduct a survey for special-status bats during the appropriate time of day to maximize detectability to determine whether bat species are roosting near the work area no less than 7 days and no more than 14 days prior to beginning ground disturbance and/or construction. Survey methodology may include visual surveys of bats (e.g., observation of bats during foraging period), inspection for suitable habitat, bat sign (e.g., guano), or use of ultrasonic detectors (Anabat, etc.).

Visual surveys will include trees within 500 feet of project construction activities. Not more than 2 weeks prior to building demolition, the project applicant shall ensure that a qualified Biologist (i.e., one familiar with the identification of bats and signs of bats) survey buildings proposed for demolition for the presence of roosting bats or evidence of bats. If no roosting bats or evidence of bats are found in the structure, demolition may proceed. If the Biologist determines or presumes bats are present, the Biologist shall exclude the bats from suitable spaces by installing one-way exclusion devices. After the bats vacate the space, the Biologist shall close off the space to prevent recolonization. Building demolition shall only commence after the Biologist verifies 7 to 10 days later that the exclusion methods have successfully prevented bats from returning. To avoid impacts on young non-volant (i.e., non-flying) bats, the Biologist shall only conduct bat exclusion and eviction from May 1 through October 1. Exclusion efforts may be restricted during periods of sensitive activity (e.g., during hibernation or while females in maternity colonies are nursing young) as determined by the Biologist.

Movement Corridors

French Camp Slough and associated riparian corridors provide a significant wildlife movement corridor. The proposed project avoids all direct impacts on this corridor, and implementation of MM BIO-1 through MM BIO-4 (above), MM BIO-5, below, and MM BIO-6 (in subsequent sections) will avoid and minimize all indirect impacts to this area.

MM BIO-5 The project applicant shall implement GP NCR-2.18 *Minimize Lighting Impacts* for the portion of the project site that is visible from the riparian corridor of French Camp Slough. The applicant shall ensure that lighting associated with new development or facilities (including street lighting, recreational facilities, and parking) shall be designed to prevent artificial lighting from illuminating adjacent natural areas at a level greater than 1 foot-candle above ambient conditions.

MM BIO-6 The applicant shall prepare and submit a tree report to the City of Stockton. The tree report shall include the location, species, and diameter at 24 inches above grade (for multi-trunked trees the combined total trunk diameter shall be used for all trunks measuring 6 inches or greater measured at 24 inches above actual grade). The tree report shall list the number of ordinance-size trees proposed to be removed. For ordinance-size trees to be removed, the applicant shall obtain a tree removal permit from the City of Stockton. If ordinance-size valley oaks are proposed to be removed, then mitigation for loss of these valley oaks can be covered through valley oak woodland mitigation as required by the San Joaquin Council of Governments (SJCOG) and defined in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJCMSCP) permit to be obtained by the applicant.

Conclusion

With adherence to Standard Permit Conditions and implementation of MM BIO-1 through MM BIO-6, impacts to biological resources would be less than significant.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.5 Cultural Resources and Tribal Cultural Resources *Would the project:*				
a) Cause a substantial adverse change in the significance of a historical resource as pursuant to Section 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
d) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☒	☐	☐
e) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision I of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision I of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☐

Environmental Evaluation

Setting

Click and type narrative to describe impact.This section describes the existing cultural resources setting and potential effects from project implementation on the project site and its surrounding area. Descriptions and analysis in this section are based on information provided by the Native American Heritage Commission (NAHC), the Central California Information Center (CCIC), National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), California Historic Landmarks list (CHL), California Points of Historical Interest (CPHI) list, California Built Environment Resource Directory (BERD), California Historical Resources Inventory, and a pedestrian survey of the site conducted by FCS. The Confidential Phase I Cultural Resources Assessment (Phase I CRA) can be provided upon request.

Central California Information Center

A records search was conducted on March 21, 2022, at the CCIC, located at California State University, Stanislaus, for the project site and a 0.5-mile radius beyond the project boundaries. The purpose of this review was to access existing cultural resource survey reports, archaeological site records, and historic aerial photographs and evaluate whether any previously documented prehistoric or historic archaeological sites, architectural resources, cultural landscapes, or other resources exist within or near the project area.

Results from the CCIC indicate that 12 cultural resources (four prehistoric resources, seven historic resources, and one protohistoric resource) and three informal resources (Bridge 29C033, 29C0124, and 29C0340) have been recorded within 0.5 mile of the project site, no cultural resources have been recorded within the project site. In addition, 18 area-specific survey reports are on file with the CCIC for the project site and its 0.5-mile search radius. One survey report, SJ-00729, is partially within the project boundary indicating that the project site has partially been surveyed for cultural resources.

Native American Heritage Commission and Tribal Outreach

On March 18, 2022, FCS sent a request to the NAHC in an effort to determine whether any sacred sites are listed on its Sacred Lands File for the project site. A response was received on May 5, 2022, indicating that the Sacred Lands File was positive for the presence of Native American cultural resources in the immediate project area. The NAHC included a list of 12 tribal representatives available for consultation. To ensure that all Native American knowledge and concerns over potential Tribal Cultural Resources (TCRs) that may be affected by the project are addressed, a letter containing project information and requesting any additional information was sent to each tribal representative on May 6, 2022. One response was received on June 7, 2022, from the Confederated Villages of Lisjan requesting records search results. No additional responses have been received to date.

Cultural Resources Survey and Buried Site Potential

On May 4, 2022, FCS Senior Archaeologist, Dr. Dana DePietro, surveyed the project site to identify any unrecorded cultural resources within the project boundary. The survey began on the northeast corner of the project site and moved south using east/west transects spaced at 15-meter intervals whenever possible. The project site consists entirely of plowed agricultural land, bordered by South McKinley Avenue to the east, and French Camp Slough to the west. Overall visibility of native soils was moderate due to some ground cover and vegetation, ranging from 40-50 percent across the site. A trowel was used to test subsurface soil composition in areas of obscured visibility. Overall, soils which were primarily composed of rich, medium brown (Munsell 10 YR 4/2) loamy soils interspersed with small (2-5 cm) stones composed primarily of schist, quartz, basalt, and Franciscan chert. Particular attention was paid to areas along the western banks of French Camp Slough that may have been utilized by Native American tribes in antiquity.

Survey conditions were documented using digital photographs and field notes. During the survey, Dr. DePietro examined all areas of the exposed ground surface for prehistoric artifacts (e.g., fire-affected rock, milling tools, flaked stone tools, toolmaking debris, ceramics), soil discoloration and

depressions that might indicate the presence of a cultural midden, faunal and human osteological remains, and features indicative of the former presence of structures or buildings (e.g., postholes, standing exterior walls, foundations) or historic debris (e.g., glass, metal, ceramics.)

The entire project site appears to have been recently plowed, and as a result, quite a bit of modern trash (plastic straws, bottlecaps, etc.) were observed across the site. Interspersed with these items were also older pieces of detritus including heavily patinaed blue glass and milk glass fragments. Most significantly, a green chert lithic isolate was discovered in the property boundary. The isolate is a piece of lithic debitage, exhibiting cortex with a clearly defined bulb of percussion and at least four channels where flakes were knapped away as part of the lithic reduction strategy. This isolate was found out-of-context along with modern refuse that had been moved across the site as a result of extensive plowing and agricultural activity. As such, no defined archaeological deposit or feature associated with the isolate was discernible. Similar lithics have been recovered at pre-contact archaeological sites along French Camp Slough, significantly, at site CA-SJO-000226 to the immediate north of the project site.

Cultural Resources

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as pursuant to Section 15064.5?Define Impact.**Click and type narrative to describe impact.**

No impact. CEQA Guidelines Section 15064.5 defines "historic resources" as resources listed in the CRHR, a local register, determined significant by the Lead Agency, or determined to be eligible by the California Historical Resources Commission for listing in the CRHR. The criteria for eligibility are generally set by the National Historic Preservation Act of 1966, which established the NRHP, and which recognizes properties that are significant at the national, State, and local levels. To be eligible for listing in the NRHP and CRHR, a district, site, building, structure, or object must possess integrity of location, design, setting, materials, workmanship, feeling, and association relative to American history, architecture, archaeology, engineering, or culture. In addition, unless the property possesses exceptional significance, it must be at least 50 years old to be eligible.

The records search conducted at the CCIC for the project radius determined that seven historic resources have been recorded within the 0.5-mile search radius, however none are within the project boundaries. Additionally, the pedestrian survey did not identify any potentially historic built environment resources. There would be no impacts to historical built environment resources from the proposed project.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?**Define Impact.Click and type narrative to describe impact.**

Less than significant with mitigation incorporated. Section 15064.5 of the CEQA Guidelines defines significant archaeological resources as resources that meet the criteria for historical resources, as discussed above, or resources that constitute unique archaeological resources. A project-related

significant adverse effect could occur if a project were to affect archaeological resources that fall under these categories.

The records search conducted at the CCIC for the project site determined that four prehistoric resources, one protohistoric resource, and seven historic resources are recorded within the 0.5-mile search radius, no archaeological resources are recorded within the project boundaries. In addition, the results of the pedestrian survey did identify a green chert lithihc isolate and painted blue glass and milk glass fragments. No additional archaeological resources were discovered during the pedestrian survey. Nevertheless, it is possible that earthmoving activities associated with project construction and off-site improvements could encounter previously undiscovered archaeological resources. Archaeological resources can include but are not limited to stone, bone, wood or shell artifacts or features, including hearths and structural elements. Damage or destruction of these resources would be a potentially significant impact. Implementation of MM CUL-1 would ensure that this potential impact is reduced to a less than significant level.

c) Disturb any human remains, including those interred outside of formal cemeteries?

Less than significant with mitigation incorporated. No human remains or cemeteries are known to exist within the project site, however a recorded burial site is within 0.5-mile search radius of the project boundaries. Although human remains within the project site are unlikely, there is always the possibility that earthmoving activities associated with project construction could potentially damage or destroy previously undiscovered human remains. This would be a potentially significant impact.

In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and 5097.98 must be followed. MM CUL-2 further specifies the procedures to follow in the event human remains are uncovered. Along with compliance with these guidelines and statutes, implementation of this mitigation would reduce potential impacts related to human remains to a less than significant level.

Tribal Cultural Resources

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

d) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or Define Impact.**Click and type narrative to describe impact.**

Less than significant with mitigation incorporated. The records search conducted at the CCIC, which included a search of the CRHR, did not identify any listed or eligible TCRs that would be adversely affected by the proposed project. Additionally, the NAHC Sacred Lands File search results determined the immediate project is postive for TCRs, however the results did not indicate whether the TCRs are listed or eligible for listing in the CRHR. Should any undiscovered TCRs be encountered

during project construction, implementation of MM CUL-1 and MM CUL-2 would reduce potential impacts to a less than significant level.

e) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision I of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision I of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Define Impact. As of April 5, 2023, the City had not initiated Assembly Bill (AB) 52. This section will be updated with the results of that consultation.

Mitigation Measures

MM CUL-1 An Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology shall provide full-time archaeological monitoring both on-site and off-site for the new sewer line connection in South McKinley Avenue, for all ground disturbance, including, but not limited to, grubbing, clearing, grading, and trenching into previously undisturbed soils.

It is always possible that ground-disturbing activities during construction may uncover previously unknown, buried cultural resources**.** In the event that buried cultural resources are discovered during construction, operations shall stop in the immediate vicinity of the find and a qualified Archaeologist shall be consulted to determine whether the resource requires further study. The qualified Archaeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Potentially significant cultural resources consist of but are not limited to stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. Any previously undiscovered resources found during construction within the project area shall be recorded on appropriate California Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA criteria.

If the resources are determined to be unique historic resources as defined under Section 15064.5 of the CEQA Guidelines, mitigation measures shall be identified by the Archaeological Monitor and recommended to the Lead Agency. Appropriate mitigation measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds.

No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific

institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

MM CUL-2 In the event of an accidental discovery or recognition of any human remains, Public Resources Code Section 5097.98 must be followed. For purposes of this project, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine whether the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The Most Likely Descendant (MLD) may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resources Section 5097.98, or
2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project site in a location not subject to further subsurface disturbance:
   - The NAHC is unable to identify a MLD or the MLD failed to make a recommendation within 48 hours after being notified by the commission.
   - The descendant identified fails to make a recommendation.
   - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.6 Energy *Would the project:*				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Environmental Evaluation

Setting

The analysis in this section is based, in part, on the Air Quality, GHG Emissions, and Energy Report prepared by FCS, which is included as Appendix A.

Energy use, especially through fossil fuel consumption and combustion, relates directly to environmental quality since it can adversely affect air quality and generate GHG emissions that contribute to climate change. Electrical power is generated through a variety of sources, including fossil fuel combustion, hydropower, wind, solar, biofuels, and others. Natural gas is widely used to heat buildings, prepare food in restaurants and residences, and fuel vehicles, among other uses. Fuel use for transportation is related to the fuel efficiency of cars, trucks, and public transportation; choice of different travel modes such as auto, carpool, and public transit; and miles traveled by these modes, and generally based on petroleum-based fuels such as diesel and gasoline. Electric vehicles (Evs) may not have any direct emissions but do have indirect emissions via the source of electricity generated to power the vehicle. Construction and routine operation and maintenance of transportation infrastructure also consume energy. PG&E provides electricity to the project site.

Would the project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than significant impact. Energy consumed by the proposed project was estimated and includes natural gas (although the proposed project does not provide natural gas connections), electricity, and fuel consumption for project construction and operation. Energy calculations are included as part of Appendix C of the Air Quality, GHG Emissions, and Energy Report (Appendix A).

Construction Impacts

The project construction schedule was assumed to begin in April 2024 and conclude in December 2024. If the construction schedule moves to later years, construction emissions would likely decrease

because of improvements in technology and more stringent regulatory requirements as older, less efficient equipment is replaced by newer and cleaner equipment. The proposed project would require demolition, site preparation, grading, building construction, architectural coating, and paving. The construction phase would require energy for the manufacture and transportation of building materials, preparation of the site (e.g., demolition, site clearing, and grading), and the actual construction of the building. Petroleum-based fuels such as diesel fuel and gasoline would be the primary sources of energy for these tasks.

The types of on-site equipment used during construction of the proposed project could include gasoline- and diesel-powered construction and transportation equipment, including trucks, graders, tractors, and cranes. Main site construction equipment is estimated to consume a total of 20,526 gallons of diesel fuel over the entire construction duration (Appendix A).

Fuel use associated with construction vehicle trips generated by the proposed project was also estimated; trips include construction worker trips, haul truck trips for material transport, and vendor trips for construction material deliveries. Fuel use from these vehicles traveling to the project site was based on (1) the projected number of trips the proposed project would generate during construction, (2) average trip distances by trip type, and (3) fuel efficiencies estimated in the ARB Emission FACtor (EMFAC) mobile source emission model. The specific parameters used to estimate fuel usage are included in Appendix A. In total, the proposed project is estimated to generate 211,950 VMT and a combined 7,447 gallons of combined gasoline and diesel for vehicle travel during construction.

The overall construction schedule and process Is already designed to be efficient In order to avoid excess monetary costs. For example, equipment and fuel are not typically used wastefully due to the added expense associated with renting the equipment, maintaining it, and fueling it. Therefore, the opportunities for future efficiency gains during construction are limited. Therefore, it is anticipated that the construction phase of the proposed project would not result in wasteful, inefficient, and unnecessary consumption of energy. Construction-related energy impacts would be less than significant.

Operational Impacts

The proposed project would consume energy as part of building operations and transportation activities. Project energy consumption is summarized in Table 7.

Table 7: Estimated Annual Project Energy Consumption

Energy Consumption Activity	Annual Consumption
Electricity Consumption	2,117,255 kWh/year
Natural Gas Consumption	1,139,771 kBTU/year
Operational Energy Consumption–ZEVs	20,699 kWh/year
Operational Fuel Consumption–Trucks	*61,013 gallons of gasoline and diesel*
Operational Fuel Consumption–Passenger Vehicles	*54,051 gallons of primarily gasoline*

Energy Consumption Activity	Annual Consumption
Total Fuel Consumption (Passenger Vehicles and Trucks Combined)	**115,064 gallons of gasoline and diesel**

Notes:
kWh = kilowatt-hour
kBTU = kilo-British Thermal Unit
VMT = Vehicle Miles Traveled
ZEV = Zero-Emission Vehicle
Source: Appendix A.

Operation of the proposed warehouse would consume an estimated 2,117,255 kWh of electricity and an estimated 1,139,771 kBTU of natural gas on an annual basis (if it were retrofitted to provide natural gas). The proposed project's building would be designed and constructed in accordance with the City's latest adopted energy efficiency standards, which are based on the State's Building Energy Efficiency Standards. These are widely regarded as the most advanced building energy efficiency standards and compliance would ensure that building energy consumption would not be wasteful, inefficient, or unnecessary.

Project-related vehicle trips would consume an estimated 115,064 gallons of gasoline and diesel annually and would involve activities and travel routes typical of a warehouse-type project. Zero-Emission Vehicles (ZEV) passenger vehicles represent 4 percent of the passenger vehicle fleet in 2024 and electricity consumption associated with this is 20,700 kWh for 2024. This will increase as ZEVs penetrate the California market and fossil fuels will decrease. Thus, transportation fuel consumption would not be wasteful, inefficient, or unnecessary. Impacts would be less than significant.

b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

Less than significant impact. The proposed project would be served with electricity provided by PG&E. In 2021, PG&E obtained 47.7 percent of its electricity from renewable energy sources.[22] PG&E also offers a 50 percent and 100 percent solar choice that source 70.9 and 93.9 percent of its power mix from eligible renewable energy sources respectively, as well as a Green Saver option that sources 83.9 percent of its power mix from eligible renewable energy sources.[23] The utility would be required to meet the future objective of 60 percent of electricity from renewable energy sources by 2030. The proposed warehouse building would be designed in accordance with Title 24, California's Energy Efficiency Standards for Nonresidential Buildings. These standards include minimum energy efficiency requirements related to building envelope, mechanical systems (e.g., heating, ventilation, and air conditioning [HVAC] and water heating systems), and indoor and outdoor lighting. The incorporation of the Title 24 standards into the design of the proposed project would ensure that the proposed project would not result in the use of energy in a wasteful manner.

[22] California Energy Commission (CEC). 2023. 2021 Power Content Label: PG&E. Website: https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure/power-content-label/annual-power-content-2. Accessed March 25, 2023.
[23] Ibid.

The General Plan contains the following policies related to energy conservation.[24]

Policy LU-5.4 Require water and energy conservation and efficiency in both new construction and retrofits**.**

Action LU-5.4A Require all new development, including major rehabilitation, renovation, and redevelopment, to adopt best management practices for water use efficiency and demonstrate specific water conservation measures.

Action LU-5.4B Require all new development, including major rehabilitation, renovation, and redevelopment, to incorporate feasible and appropriate energy conservation and green building practices, such as building orientation and shading, landscaping, and the use of active and passive solar heating and water systems.

Action LU-5.4C Update the Citywide Design Guidelines to strengthen energy conservation and green building provisions.

In addition, Action SAF-4.1A, as part of Policy SAF-4.1 related to Air Quality (summarized in Section 2.3 Setting), requires the installation of Energy Star-certified appliances.

The proposed project would comply with existing State energy standards and with energy conservation policies contained in the General Plan. As such, the proposed project would not conflict with State or local renewable or energy efficiency objectives. Impacts would be less than significant.

The proposed project's compliance with Title 24 standards and other applicable regulations would ensure that the proposed project would not conflict with any of the General Plan energy conservation policies related to the proposed project's building, mechanical systems, or indoor and outdoor lighting.

Although not required to reduce significance related to energy impacts, implementation of MM GHG-1a through MM GHG-1f would further reduce operational energy consumption by requiring electric landscape and material handling equipment, reducing vehicle fuel consumption by limiting or prohibiting vehicle idling which would further reduce operational fuel consumption.

Mitigation Measures

No mitigation required.

[24] City of Stockton 2018. Envision Stockton 2040 General Plan. Website: http://www.stocktonca.gov/files/Adopted_Plan.pdf. Accessed March 21, 2023.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.7 Geology and Soils *Would the project:*				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Environmental Evaluation

Setting

This section is based in part on a Geotechnical Exploration prepared by ENGEO Incorporated on June 20, 2022.[25] The study is included as Appendix D of this Draft IS/MND.

[25] ENGEO Incorporated. June 20, 2022. Geotechnical Exploration.

The City is not listed by the California Geological Survey (CGS) as a city affected by an Alquist-Priolo Earthquake Fault Zone.[26] The Hayward Fault, a major earthquake fault in the San Francisco Bay region, lies roughly 40 miles southwest of the City. The Greenville Fault lies approximately 22 miles from the City. An earthquake of moderate to high magnitude generated within the nearby San Francisco Bay Area could cause significant ground shaking at the project site. The degree of shaking would depend on the magnitude of the event, the duration of the event, the distance to the zone of rupture (i.e., hypocenter), and local geologic conditions.

Landslides are gravity-driven movements of earth materials that can include rock, soil, unconsolidated sediment, or combinations of such materials. CGS has not mapped any landslide hazard zones in the City or in its immediate vicinity.[27]

Expansive soils can change dramatically in volume depending on moisture content. When wet, these soils can expand; conversely, when dry, they can contract or shrink. Sources of moisture that can trigger this shrink-swell phenomenon include seasonal rainfall, landscape irrigation, utility leakage, and/or perched groundwater. Expansive soil can develop wide cracks in the dry season, and changes in soil volume have the potential to damage concrete slabs, foundations, and pavement. Special building/structure design or soil treatment are often needed in areas with expansive soils. Based on a Countywide map of expansive soils published by the San Joaquin County Geographical Information Systems Unit, the project site appears to be underlain by expansive soils.[28]

Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less than significant impact. No designated Alquist-Priolo Earthquake Fault Zones have been mapped in the City or its immediate vicinity. Additionally, no other active faults are located within the City or its immediate vicinity. Therefore, ground rupture is unlikely at the project site.[29]

The nearest earthquake fault to the City is the Greenville Fault, located approximately 22 miles southwest of the City. As previous noted, the maximum forecasted earthquake on this fault is magnitude 6.0 and the probability of such a seismic event occurring by the year 2036 is approximately 3 percent.[30] The Hayward Fault, a major earthquake fault in the San Francisco Bay

[26] California Geological Survey (CGS), 2017. Cities and Counties Affected by Alquist-Priolo Earthquake Fault Zones as of January 2010, http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps. Accessed April 1, 2023.
[27] Ibid.
[28] San Joaquin County Geographic Information Systems. 2022. Expansive Soils 1999. Website: https://sjmap.org/mapdocs/FrontCounter_Expansive_Soils.pdf. Accessed April 1, 2023.
[29] ENGEO Incorporated. June 20, 2022. Geotechnical Exploration.
[30] City of Stockton. 2040 General Plan Update and Utility Master Plan Supplements Draft Environmental impact Report. Website: http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf. Accessed April 1, 2023.

region, lies roughly 40 miles west-southwest of the City and has a higher likelihood of have a large seismic event. However, the location of the project site well east of major earthquake faults creates a less than significant impact.

ii) Strong seismic ground shaking?

Less than significant impact. The nearest earthquake fault to the City is the Greenville Fault, located approximately 22 miles southwest of the City. As previous noted, the maximum forecasted earthquake on this fault is magnitude 6.0 and the probability of such a seismic event occurring by the year 2036 is approximately 3 percent.[31] The Hayward Fault, a major earthquake fault in the San Francisco Bay region, lies roughly 40 miles west-southwest of the City and has a higher likelihood of have a large seismic event. However, the location of the project site well east of major earthquake faults would help reduce impacts related to ground shaking.[32]

An earthquake of moderate to high magnitude generated by the Great Valley fault could cause considerable ground shaking at the site. To mitigate the shaking effects, structures should be designed using the 2022 California Building Standards Code (CBC) requirements.[33] Specifically, the proposed project would be required to comply with Title 24, Part 2 (CBC 3.7-20 Chapter 3: Setting, Impacts, and Mitigation Measures) of the CBC and the California Public Resources Code, Division 2, Chapter 7.8 (the Seismic Hazards Mapping Act), as well as applicable local regulations. This would ensure that the potential adverse impacts from seismic ground shaking are minimized. Therefore, impacts would be less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less than significant impact. ENGEO performed a liquefaction analysis to estimate the liquefaction susceptibility of the project site. The results indicated that there are potentially liquefiable soil layers below a depth of 37 feet and 50 feet at the project site. However, ENGEO concluded that, given the relative thickness of non-liquefiable surface soil, the risk of surface disruption is low. Therefore, the likelihood of substantial adverse effects to the project site due to seismically-triggered liquefaction is considered low and the impact caused by the proposed project would be less than significant.

iv) Landslides?

Less than significant impact. Because of the relatively level topography throughout the City and at the project site, and lack of steep slopes, the probability of earthquake-induced landslides is very low. Furthermore, the CGS has not mapped any landslide hazard zones in the City or in its immediate vicinity.[34] Therefore, impacts would be less than significant.

[31] City of Stockton. 2040 General Plan Update and Utility Master Plan Supplements Draft Environmental impact Report. Website: http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf. Accessed April 1, 2023.
[32] City of Stockton. 2040 General Plan Update and Utility Master Plan Supplements Draft Environmental impact Report. Website: http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf. Accessed April 1, 2023.
[33] ENGEO Incorporated. June 20, 2022. Geotechnical Exploration.
[34] City of Stockton. 2040 General Plan Update and Utility Master Plan Supplements Draft Environmental impact Report. Website: http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf. Accessed April 1, 2023.

b) Result in substantial soil erosion or the loss of topsoil?

Less than significant impact. The project site is currently vacant and undeveloped. The proposed project would require ground-disturbing activities such as grading, excavation, and other earthmoving activities prior to and during construction. These activities would expose surface soils to wind and precipitation, which could cause soil erosion and loss of topsoil if measures are not taken to prevent erosion and runoff during site construction. Projects that disturb one or more acres of soil are required to obtain the General Permit for Discharges of Stormwater Associated with Construction Activity (Construction General Permit), issues by the California State Water Resources Control Board (State Water Board). The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP must list BMPs the proposed project would implement to control erosion and prevent the conveyance of sediments off-site.

The proposed project would comply with the CBC and with required erosion control measures including those outlined in Stockton Municipal Code Chapter 15.48 Grading and Erosion Control. Compliance with the CBC and Municipal Code would ensure that the proposed project would not result in substantial erosion or loss of topsoil. With the implementation of the conditions of the Construction General Permit as well as compliance with the CBC and Municipal Code, erosion impacts resulting from project construction would remain less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

No impact. As discussed in Impact 2.7(a)(iii) and 2.7(a)(iv), the proposed project would not result in risks associated with seismically induced liquefaction or from landslides.

Lateral spreading is a failure within a nearly horizontal soil zone (possibly due to liquefaction) that causes the overlying soil mass to move toward a free face or down a gentle slope. Since groundwater is on the order of 26 feet below the surface it is our opinion that the potential for lateral spreading is negligible.[35] Furthermore, the Geotechnical Investigation concluded, based on topographic and lithologic data, that the risk of subsidence is considered low to negligible at the site. Compliance with the CBC, which requires that a site-specific ground motion study be performed in accordance with Section 11.4.8 of American Society of Civil Engineers (ASCE) 7-16, would ensure that the soil would be stable. There would be no impacts.

c) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than significant with mitigation incorporated. The Geotechnical Exploration concluded that there are potentially expansive soils near the surface of the project site. These soils exhibit moderate to high shrink/swell potential. Expansive soils can change dramatically in volume depending on

[35] ENGEO Incorporated. June 20, 2022. Geotechnical Exploration.

moisture content. It can shrink or swell and cause heaving and cracking of slabs-on-grade, pavements, and structures founded on shallow foundations.

The Geotechnical Exploration recommends several methods to reduce damage to structures resulting from volume changes associated with expansive soil. These recommendations are included as MM GEO-1. Compliance with existing State and local laws and regulations, such as the CBC and the City's Municipal Code, and the City's grading and building permit process, would further ensure that the impacts associated with development on expansive soil are minimized to the maximum extent possible. Consequently, the overall impact from implementation of the proposed project as it relates to this hazard would be less than significant with mitigation incorporated.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No impact. The proposed project would connect to an existing wastewater facility and sanitary sewer system and, therefore, would not use septic tanks or alternative wastewater disposal systems. No septic tanks or alternative wastewater disposal systems are proposed. Therefore, no impacts would occur as a result of the capacity of the soils on the project site to support septic tanks or alternative wastewater disposal systems.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than significant with mitigation incorporated. Paleontological records search results were provided by Dr. Kenneth L. Finger, PhD through the University of California Museum of Paleontology (UCMP) database Natural History Museum (Appendix D). The purpose of the paleontological records search was to determine whether the presence of known paleontological resources exist within the project site or within a 0.5-mile radius of the project site. The results of the records search indicated that the project site is located on Pleistocene Modesto Formation (Qm), a sedimentary unit with the potential to yield significant paleontological resources. The records search reveals that the Modesto Formation has a high sensitivity but low paleontological potential for significant paleontological resources. Because the proposed project would require ground-disturbing activities such as grading and excavation on previously undisturbed soils, the potential exists for previously unknown paleontological resources to be uncovered during excavations of the project site. As such, paleontological monitoring of all subsurface construction activities in the Modesto Formation is recommended. This is included as MM GEO-2. With incorporation of MM GEO-2, impacts would be less than significant.

Mitigation Measures

MM GEO-1 The proposed project shall adhere to the site preparation, grading, foundation support, earthwork, and other recommendations of the Geotechnical Exploration for the project site prepared by ENGEO Incorporated on June 20, 2022.

MM GEO-2 All construction-related earth-disturbing activities that would impact previously undisturbed sediments on the project site shall be monitored closely by a qualified Paleontologist to recover any fossil remains discovered quickly and professionally while not impeding development. Should any significant paleontological resources (e.g., bones, teeth,) be unearthed, all construction activities shall be diverted at least 15 feet from the find until a professional Paleontologist has assessed it and, if deemed significant, salvaged the fossil(s) in a timely manner. Collected fossils shall be deposited in an appropriate repository, such as the University of California Museum of Paleontology (UCMP), where they would be properly curated and made available for future research.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.8 Greenhouse Gas Emissions *Would the project:*				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☒	☐	☐
b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☒	☐	☐

Environmental Evaluation

The analysis in this section is based, in part, on the Air Quality, GHG Emissions, and Energy Report prepared by FCS, which is included as Appendix A.

Setting

Since the City of Stockton does not currently have a qualified GHG Reduction Plan, and the SJVAPCD's other pathways for determining significance are not appropriate, this Greenhouse Gas Impact Analysis will rely on the CEQA Guidelines directly for determining significance of the proposed project with respect to GHG impacts.

The CEQA Guidelines define a significant effect on the environment as "a substantial, or potentially substantial, adverse change in the environment." To determine whether a project would have a significant impact on GHGs, the type, level, and impact of emissions generated by the proposed project must be evaluated.

City of Stockton General Plan and General Plan EIR

The following policies from the Community Health, Transportation Strategies and Safe Community elements of the City's General Plan, Envision Stockton 2040[36] are relevant to the control of GHG emissions from the proposed project. There are no General Plan EIR GHG measures directly applicable to development projects. It is noted that several policies and actions related to Air Quality, as shown in Section 2.4.3, Local Setting, are also repeated here for GHG. This overlapping applicability stems from strategies which target emissions criteria pollutants (such as NO_X and DPM) from the combustion of fossil fuels but which also have co-benefits of reducing GHG emissions of CO_2.

[36] City of Stockton. 2022. Envision Stockton 2040 General Plan. December 4.

City Policies and Actions encourage the development of EV infrastructure, building energy efficiency and green building practices, and programs to facilitate ride sharing and practices that reduce vehicle use.

Action CH-5.1B Maintain and implement the City of Stockton Climate Action Plan (CAP) and update the CAP to include the following:

- Updated Community-wide GHG Emissions Inventory,
- 2030 GHG Emissions reduction target, consistent with SB 32,
- Estimated 2030 GHG emission reduction benefits of States programs,
- Summary of the City's progress toward the 2020 local GHG emissions reduction target,
- New and/or revised GHG reduction strategies that, when quantified, achieve the 2030 reduction target, and continue emission reductions beyond 2030, and
- New or updated implementation plan for the CAP.

Policy TR-3.2 Require new development and transportation projects to reduce travel demand and greenhouse gas emissions, support electric vehicle charging, and accommodate multi-passenger autonomous vehicle travel as much as feasible.

Action TR-3.2A Amend the parking requirements in the Development Code to encourage shared parking, require preferential parking for rideshare vehicles, and allow reduced parking requirements to support transit, bicycling, and walking.

Action TR-3.2B Require commercial, retail, office, industrial, and multifamily residential development to provide charging stations and prioritized parking for electric and alternative fuel vehicles.

Policy LU-5.4 Require water and energy conservation and efficiency in both new construction and retrofits.

Action LU-5.4A Require all new development, including major rehabilitation, renovation, and redevelopment, to adopt best management practices for water use efficiency and demonstrate specific water conservation measures.

Action LU-5.4B Require all new development, including major rehabilitation, renovation, and redevelopment, to incorporate feasible and appropriate energy conservation and green building practices, such as building orientation and shading, landscaping, and the use of active and passive solar heating and water systems.

Policy SAF-4.1 Reduce air impacts from mobile and stationary sources of air pollution.

Action SAF-4.1A Require the construction and operation of new development to implement best practices that reduce air pollutant emissions, including:

- Use of low-emission and well-maintained construction equipment, with idling time limits.
- Development and implementation of a dust control plan during construction.
- Installation of electrical service connections at loading docks, where appropriate.
- Installation of Energy Star-certified appliances.
- Entering into Voluntary Emissions Reduction Agreements with the San Joaquin Valley Air Pollution Control District.

Action SAF-4.1C Limit heavy-duty off-road equipment idling time to meet the California Air Resources Board's idling regulations for on-road trucks.

Policy SAF-4.2 Encourage major employers to participate in a Transportation Demand Management (TDM) program that reduces vehicle trips through approaches such as carpooling, vanpooling, shuttles, car-sharing, bike-sharing, end-of-trip facilities like showers and bicycle parking, subscription bus service, transit subsidies, preferential parking, and telecommuting.

Measures specifically applicable to industrial facilities and warehouse include provisions for reducing emissions during construction, as well as design features specific to warehouses such as the electrification of docks. Provisions for electrification of docks eliminate emissions immediately for facilities that have trucks with TRUs. Provisions for future electrification paves the way for the phase-in of ZEV trucks, replacing diesel trucks which are currently a large portion of GHG emissions in the State.

City of Stockton Climate Action Plan

The City of Stockton adopted a CAP in August 2014 for the development and implementation of policies and programs to reduce GHG emissions within the City. The primary purpose of the CAP was to complete an inventory of GHG emissions associated with community activity and recommend strategies to reduce GHG emissions.[37] The CAP is based on the directives of AB 32 also known as the Global Warming Solutions Act of 2006, a Statewide reduction goal to reduce GHG emissions levels back to 1990 levels by the year 2020.

While the City has set forth goals Action CH-5.1B to update community-wide GHG emission inventory, create 2030 GHG emission reduction targets and strategies consistent with SB32, and update and maintain its CAP, this work is still in progress (as of April 2023).

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

[37] City of Stockton. 2022. 2014 Climate Action Plan. August.

b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than significant impact with mitigation. The proposed project's GHG emissions impact determination is based on the extent to which the project complies with regulations or requirements adopted to implement a Statewide, regional, or local plan for the reduction or mitigation of GHG emissions. Implementation of the proposed project would contribute to global climate change through direct emissions of GHG from on-site area sources and vehicle trips generated by the proposed project, and indirectly through off-site energy production required for on-site activities, water use, and waste disposal.

GHG Emissions from Project

Table 8 and Table 9 present the proposed project's GHG emissions, as predicted using CalEEMod, for informational purposes. These emissions are provided to show (1) the magnitude of the proposed project's GHG emissions relative to overall local and regional levels, and (2) the breakdown of emissions from the project by category (e.g., mobile, stationary source, building electrical energy, building natural gas etc.). The results were obtained using CalEEMod default values for various sectors and do not capture nuanced emission reductions due to the project's waste reduction measures, water conservation, or improvements in energy efficiency beyond the Title 24 2022 standards since these are not included in the CalEEMod emission model. Moreover, many assumptions used in the modeling such as the operational testing hours for the emergency fire pump, or the air conditioning and heating requirements for the warehouse are also extremely conservative and likely to overestimate the GHG burden of the proposed project.

Modeling for transportation and VMT for calculation of carbon dioxide equivalent (CO_2e) were based on the proposed project's unmitigated emissions using CalEEMod defaults. VMT reductions from Transportation Demand Measures may result in up to a 38 percent reduction in VMT.[38] The greatest reductions would be due to the project's accessibility to the airport, other major industrial centers and its proximity to downtown Stockton and the Port of Stockton, and from a required Commuter Trip Reduction (CTR) Program. The proposed project would implement multiple strategies aimed at reducing drive-alone travel and encouraging alternative modes of transportation.

Construction Emissions

Total GHG emissions generated during all phases of construction were combined and are presented in Table 8. The SJVAPCD does not recommend assessing the significance of construction-related emissions. However, other jurisdictions, such as the South Coast Air Quality Management District (South Coast AQMD) and the Sacramento Metropolitan Air Quality Management District (Sacramento Metro AQMD), have concluded that construction emissions should be included since they may remain in the atmosphere for years after construction is complete. The total emissions generated from construction were therefore amortized over the life of the development (30 years) and this annualized value was added to the operational emissions. Table 8 presents the amount of GHG emissions during construction.

[38] Advanced Mobility Group. 2022. Traffic Impact Study for Industrial Development @ 6505 South McKinley Avenue East, Stockton, California. March.

Table 8: Construction Greenhouse Gas Emissions

Construction Year	Total MT CO_2e per year
2024	362
Amortized over 30 years	***12***
Notes: Because of rounding, total MT CO_2e may be marginally different from CalEEMod output. MT CO_2e = metric tons of carbon dioxide equivalents Source: CalEEMod output (Appendix A).	

Operational Emissions

Operational or long-term emissions occur over the life of the project. Sources of emissions may include motor vehicles and trucks, energy usage, water usage, waste generation and area sources, such as landscaping activities.

Reported operational emissions are considered to represent unmitigated project conditions. Many project design features such as those related to water-efficient landscape ordinances, updated 2022 Energy and 2022 California Green Building Standards Code (CALGreen) would reduce GHG emissions to levels below the estimates in CalEEMod, as quantitative inputs for these updated operational assumptions are not included within its database yet. The operational run incorporates mitigation measures related to ZEV material handling equipment at the facility and off-road operational equipment (e.g., battery electric vehicle [BEV] forklifts) are zero. Project VMT reductions from TDM reductions of 39 percent were estimated for the proposed project based on VMT and with these mitigation measures, VMT was less than significant. Thus, the contribution of GHG emissions with respect to the project's VMT would not be considered significant.

Full assumptions and model outputs are provided in Appendix A and results of this analysis for 2025 (the first full year of proposed project operations) are presented in Table 9.

Table 9: Unmitigated Project Operational Greenhouse Gases 2025

Source	Emissions (MT CO_2e per year)	
	2025	% of Total
Area (Landscaping)	2.7	0.2%
Energy–Natural Gas	61	4.1%
Energy–Electrical	198	13.5%
Mobile	1,068	72.6%
Solid Waste	54	4.8%
Water/Wastewater	71	0.3%
Stationary	5	0.8%
Amortized Construction Emissions	12	0.2%

Source	Emissions (MT CO_2e per year)	
	2025	% of Total
Total	**1,472**	**100**

Notes:
MT CO_2e = metric tons of carbon dioxide equivalent
Source of 2022 emissions: CalEEMod output (Appendix A).

It should be noted that MM GHG-1 for ZEV material handling equipment was included in the model and no emissions were predicted for forklifts. The project's reduction of GHG emissions from this sector is ahead of any State or local regulatory mandate and would be considered a reduction from business-as-usual in a quantitative GHG emissions analysis. A warehouse of 179,000 square feet could have, on average, 22 forklifts in operation[39] (each utilizing one 8-gallon LPG tank per day, 250 working days per year for an estimated emissions impact of 11.5 MT per year CO_2 per forklift). The project's commitment to BEV forklifts, therefore, represents an emission reduction of approximately 250 MT CO_2e per year.

Best Management Practices for Warehouses

There are several resources outlining BMPs for warehouses, including the California Office of the Attorney Generals Guidance for Best Practices to comply with CEQA[40] and the ARB Concept Paper for the Freight Handbook.[41] There is considerable commonality among the various guidance documents, which urge facilities to commit to investments in zero-emission infrastructure at the project design stage; deploy zero-emission technologies and to incorporate contractual language requiring tenants to utilize zero-emission technologies to the maximum extent possible.

Design features and best management strategies, to minimize and reduce GHG from the project include:

- Provisions for all ZEV material handling equipment (e.g., forklifts and pallet jacks).
- Use to be restricted to dry storage.
- Use of compliant Low-Global Warming Potential (GWP) Refrigerants.
- Warehouse building to be equipped with solar-ready rooftop infrastructure.
- Heat pump for space Conditioning in Single-Zoned Office Spaces (Title 24 Part 6 § 140.4(a).2.).
- Water-Efficient Landscaping.
- Low-Flow water fixtures.
- Energy-Efficient light-emitting-diode (LED) Lighting.
- Electrical Infrastructure to support ZEV Material Handling equipment.

[39] South Coast Air Quality Management District (South Coast AQMD). 2014. High-Cube Warehouse Trip Rate Study for Air Quality Analysis. Website: https://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/high-cube-warehouse. Accessed March 19, 2023.

[40] California Office of the Attorney General. 2022. Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act. Website: https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf. Accessed March 19, 2023.

[41] California Air Resources Board (ARB). 2020. California Sustainable Freight Initiative: Concept Paper for the Freight Handbook. Website: https://ww2.arb.ca.gov/resources/documents/concept-paper-freight-handbook. Accessed March 18, 2023.

- Electrical Infrastructure ready to support future ZEV Medium Heavy-Duty Truck (MHDT) and Heavy Heavy-Duty Truck (HHDT).

Consistency with Local GHG Reduction Plans

The City of Stockton has a CAP that was published in 2014. The CAP addresses the goals of AB 32 and a reduction plan for 2020 goals. As such, it does not address post-2020 reductions required by Senate Bill (SB) 32 and AB 1279 that would put City emissions on trajectories for year 2030 and 2045 goals. However, the City, as part of its General Plan has both a Policy and Action Plan (CH-5.1B) that provides for an update of the previous plan and the development of new goals and reductions measures to address the SB 32 2030 target. However, the updated plan is not available at the time of this analysis was prepared (April 2023).

Consistency with 2017 and 2022 Scoping Plans

A project comparison for consistency with measures for the 2017 and 2022 Scoping Plan updates addresses alignment with the State's planning goals and milestones under SB 32 and AB 1279, respectively.

An evaluation of the proposed project's consistency with the Scoping Plan serves as a roadmap for evaluating a project's current design, and to determine whether it complies with current policies and is in compliance with planned reduction measures for GHG emissions. The comparison of a project design to Scoping Plan proposals is not by itself a metric for determining project-level significance, but a step in showing how the project supports current regulations and is aligned with future GHG reduction strategies in development stages. The proposed project would comply with all regulations adopted in furtherance of the Scoping Plan to the extent required by law and to the extent that they are applicable to the proposed project.

Table 10 and Table 11 summarize the measures included 2017 and 2022 Scoping Plans, respectively, and analyzes project consistency compared to these elements.

Table 10: Proposed Project Consistency with 2017 Scoping Plan Greenhouse Gas Emission Reduction Strategies

Scoping Plan Measure	Project Consistency
SB 350 50 percent Renewable Mandate. Utilities subject to the legislation will be required to increase their renewable energy mix from 33 percent in 2020 to 50 percent in 2030.	**Not applicable.** This measure would apply to utilities and not to individual development projects. The proposed project would purchase electricity from a utility subject to the SB 350 Renewable Mandate and the Renewables Portfolio Standard (RPS) requirements. SB 100 has increased the 2030 RPS standards to 60 percent by 2030, superseding the increase required by SB 350.
SB 350 Double Building Energy Efficiency by 2030. This is equivalent to a 20 percent reduction from 2014 building energy usage compared to current projected 2030 levels.	**Not applicable**. This measure applies to existing buildings. New structures are required to comply with Title 24 Energy Efficiency Standards that are expected to increase in stringency over time. The proposed project would comply with the applicable Title 24

Scoping Plan Measure	Project Consistency
	Energy Efficiency Standards in effect at the time building permits are received.
Low Carbon Fuel Standard. This measure requires fuel providers to meet an 18 percent reduction in carbon content by 2030.	**Not applicable.** This is a Statewide measure that cannot be implemented by a project applicant or lead agency. However, vehicles accessing the project site would benefit from the standards.
Mobile Source Strategy (Cleaner Technology and Fuels Scenario). Vehicle manufacturers will be required to meet existing regulations mandated by the LEV III and Heavy-Duty Vehicle programs. The strategy includes a goal of having 4.2 million ZEVs on the road by 2030 and increasing numbers of ZEV trucks and buses.	**Consistent with mitigation**. The proposed project is industrial in nature and would support truck and freight operations. It is expected that deliveries throughout the State would be made with an increasing number of ZEV delivery trucks, including trips that would be coming to and from the project site. The proposed project would not inhibit the Mobile Source Strategy because the implementation of MM GHG-1f would require the project applicant to include infrastructure for electric vehicle charging stations, into a minimum of 20 percent of all vehicle parking spaces (including parking for trucks), consistent with the applicable California Green Building Standards Code Tier 1 Nonresidential Mandatory Measure. As such, future ZEVs could access the project site to charge batteries as part of normal goods delivery operations.
Sustainable Freight Action Plan. The plan's target is to improve freight system efficiency 25 percent by increasing the value of goods and services produced from the freight sector, relative to the amount of carbon that it produces by 2030. This would be achieved by deploying over 100,000 freight vehicles and equipment capable of zero-emission operation and maximize near-zero-emission freight vehicles and equipment powered by renewable energy by 2030.	**Consistent with mitigation.** This measure applies to owners and operators of trucks and freight operations. The proposed project is industrial in nature and would support truck and freight operations. The proposed project would implement MMs GHG-1a-c and GHG1-f, which would require the project applicant to include infrastructure for electric vehicle charging stations, including for trucks, into a minimum of 20 percent of all vehicle parking spaces (including parking for trucks), consistent with the applicable California Green Building Standards Code Tier 1 Nonresidential Mandatory Measure. Additionally, MMs GHG-1a and GHG-1b would require (1) that all on-site off-road and on-road service equipment be zero-emission or all electric and (2) that all project buildings would be designed to support the use of zero-emission or all electric service equipment. These measures would support the sustainable Freight Action Plan by providing electric vehicle charging infrastructure and zero-emission support equipment.
Short-Lived Climate Pollutant (SLCP) Reduction Strategy. The strategy requires the reduction of SLCPs by 40 percent from 2013 levels by 2030 and the reduction of black carbon by 50 percent from 2013 levels by 2030.	**Consistent.** The proposed project would not include major sources of black carbon. This measure revolves around ARB's SLCP Reduction Strategy that was released in April 2016 as a result of SB 650. SB 650 required the State to develop a strategy to reduce

Scoping Plan Measure	Project Consistency
	emissions of SLCPs. DPM reductions have come from strong efforts to reduce on-road vehicle emissions. Car and truck engines used to be the largest sources of anthropogenic black carbon emissions in California, but the State's existing air quality policies will virtually eliminate black carbon emissions from on-road diesel engines within 10 years. These policies are based on existing technologies.
SB 375 Sustainable Communities Strategies. Requires Regional Transportation Plans to include a sustainable communities strategy for reduction of per capita vehicle miles traveled.	**Not applicable.** The proposed project does not include the development of a Regional Transportation Plan.
Post-2020 Cap-and-Trade Program. The Post 2020 Cap-and-Trade Program continues the existing program for another 10 years. The Cap-and-Trade Program applies to large industrial sources such as power plants, refineries, and cement manufacturers.	**Not applicable.** The proposed project is not one targeted by the cap-and-trade system regulations, and, therefore, this measure does not apply to the project. However, the post-2020 Cap-and-Trade Program indirectly affects people and entities who use the products and services produced by the regulated industrial sources when increased cost of products or services (such as electricity and fuel) are transferred to the consumers.
Natural and Working Lands Action Plan. The ARB is working in coordination with several other agencies at the federal, State, and local levels, stakeholders, and with the public, to develop measures as outlined in the Scoping Plan Update and the Governor's Executive Order B-30-15 to reduce GHG emissions and to cultivate net carbon sequestration potential for California's natural and working land.	**Not applicable**. The project site is in a built up urban area and would not be considered natural or working lands.
Source: California Air Resources Board (ARB). 2017. California's 2017 Climate Change Scoping Plan. November.	

Table 11: Proposed Project Consistency with 2022 Scoping Plan Greenhouse Gas Emission Reduction Strategies

Scoring Plan Measure	Project Consistency
Light-Duty Vehicles: Smart Growth/Reduce Vehicle Miles Traveled. VMT per capita reduced 25 percent below 2019 levels by 2030, and 30 percent below 2019 levels by 2045.	**Consistent.** VMT impacts for the proposed project are less than significant and the project demonstrates a 39 percent reduction in VMT from TDM measures as quantified by CAPCOA methods (2009).
Deploy ZEVs. Medium Heavy and Heavy Heavy-Duty Trucks. This measure is supported by Executive Order N79-20 and plans in the AB 74 ITS Report: 100 percent of MD/HDV sales are ZEV by 2040.	**Consistent.** Medium heavy and heavy heavy-duty trucks would be compliant with truck Fuel Economy Standards: California Phase II GHG Standards and would transition to ZEV by 2045. Infrastructure for the proposed project would be designed to support this transition to ZEV.

Scoring Plan Measure	Project Consistency
	The Scoping Plan does not rely upon on VMT reductions from the freight and truck transportation sector.
Decarbonize buildings. All electric appliances beginning 2026 (residential) and 2029 (commercial), contributing to 6 million heat pumps installed Statewide by 2030.	**Consistent.** The proposed project is consistent with the AB 197 commercial timeline. Consistent with decarbonization strategies, the warehouse building proposed as part of the project would be equipped with solar-ready rooftop infrastructure.
Low Carbon Fuels for Transportation. Biomass supply is used to produce conventional and advanced biofuels, as well as hydrogen.	**Consistent with mitigation.** Off-road construction equipment would utilize renewable diesel in compliance with the In-Use Off-Road Rule. On-road diesel trucks would also utilize these fuels consistent with the Low Carbon Fuel Standard (LCFS). The proposed project would implement MMs GHG-1a-c and GHG1-f, which would require the project applicant to include infrastructure for electric vehicle charging stations, including for trucks, into a minimum of 20 percent of all vehicle parking spaces (including parking for trucks), consistent with the applicable CALGreen Tier 1 Nonresidential Mandatory Measure. Additionally, MMs GHG-1a and GHG-1b would require (1) that all on-site off-road and on-road service equipment be zero-emission or all electric and (2) that all project buildings would be designed to support the use of zero-emission or all electric service equipment. These measures would support the sustainable Freight Action Plan by providing electric vehicle charging infrastructure and zero-emission support equipment.
Low Carbon Fuels for Fuels for Buildings and Industry. In 2030s renewable natural gas (RNG) blended in pipeline, ramping up to 2040. Dedicated hydrogen pipelines constructed to serve certain industrial clusters.	**Consistent.** The proposed design of the building would not provide natural gas connections; therefore, it is not anticipated that the proposed project would utilize natural gas. Natural gas, if it were to be utilized by the proposed project, would contain this RNG blend as implemented by the Scoping Plan and the energy providers.
Coordinate supply of liquid fossil fuels with declining CA fuel demand. Phase-out oil and gas extraction operations by 2045. Carbon Capture and Sequestration (CCS) on majority of petroleum refining operations by 2030. Interim goals are to reduce petroleum production reduced in line with its demand.	**Not applicable.** The proposed project is not related to the petroleum industry.
Generate clean electricity. Electric sector GHG target of 38 MMTCO2e in 2030 and 31 MMTCO2e7 in 2045. This GHG target is determined to meet the loads associated with the scenario and corresponds to meeting the 2021 SB 100 Joint Agency Report's 100 percent of retail sales with eligible renewable and zero-carbon resources definition.	**Not applicable**. The proposed project would benefit indirectly from these goals; however, there are no actions related to the proposed project itself.

Scoring Plan Measure	Project Consistency
Decarbonize industrial energy supply. Electrification goals by industry sector specific to Food Industry, Agriculture, and Chemical and Allied Products and Pulp and Paper Industry for milestone years 2030 and 2045. Other Industrial Manufacturing: 0 percent energy electrified by 2030 and 50 percent by 2045. Construction Equipment: 25 percent energy demand electrified by 2030 and 75 percent by 2045. Retire all combined heat and power facilities by 2040.	**Consistent with mitigation.** Construction equipment used for the proposed project would comply with ARB off-road regulations meeting milestones for electrification as required by regulations as promulgated. Starting in 2024, amendments to the off-road In-Use Diesel Rule require use of renewable diesel consistent with the 2022 Scoping Plan and implementing the LCFS. The proposed design of the building would not provide natural gas connections.
Reduce non-combustion emissions. This involves two strategies targeting methane and hydrofluorocarbon (HFCs). • Increase capture of methane and from landfill and dairy digester and from the oil and gas infrastructure components. • Introduction of Low GWP refrigerants introduced as building electrification increases mitigating HFC emissions.	**Consistent.** The proposed project would use low GWP refrigerants consistent with current California Significant New Alternatives Policy (SNAP) regulations.
Compensate for remaining emissions. This measure uses Carbon Dioxide Removal (CDR) to compensate for remaining emissions.	**Not applicable.** This measure relates to remaining emissions and is not applicable at the individual project level.
Source: California Air Resources Board (ARB). 2022. Scoping Plan for Achieving Carbon Neutrality. November.	

Given that the proposed project would incorporate MM GHG-1a through MM GHG-1f and would be consistent with all current regulatory requirements as well as SB 32 and AB 1279 planning measures as outlined in the ARB 2017 and 2022 Scoping Plan updates, GHG impacts associated with the proposed project would be less than significant with mitigation.

Considering the proposed project's design features, the requirement to incorporate MM GHG-1a through MM GHG-1f, and the progress being made by the State toward reducing emissions in key sectors such as transportation, industry, and electricity, the proposed project would be consistent with State GHG Plans and would further the State's goals of reducing GHG emissions 40 percent below 1990 levels by 2030, and 80 percent below 1990 levels by 2050, and does not obstruct their attainment. Therefore, with mitigation, GHG emissions would result in a less than significant impact. Impacts for GHG would be less than significant with implementation of MM GHG-1a though MM GHG-1f.

Mitigation Measures

MM GHG-1a All buildings shall be designed to provide infrastructure to support use of electric-powered forklifts and/or other interior vehicles.

MM GHG-1b Only electric-powered off-road equipment (e.g., forklifts, indoor material handling equipment, etc.) shall be utilized on-site for daily warehouse and business operations. The project developer/facility owner shall disclose this requirement to all tenants/business entities prior to the signing of any lease agreement. In addition, the limitation to use only electric-powered off-road equipment shall be included in all leasing agreements.

MM GHG-1c All landscaping equipment used at the facility shall be electric or battery powered. The design of the building should provide for outlets on the outside of buildings or in other accessible areas to facilitate the use of electrically powered landscape equipment.

MM GHG-1d All buildings shall be designed to facilitate future retrofit of all current natural gas systems and appliances to electric replacements.

MM GHG-1e The warehouse use will be limited to dry storage.

MM GHG-1f Prior to the issuance of a building permit, the Community Development Department, Planning Division shall confirm that the Project is designed to include the following:

The buildings' electrical room shall be sufficiently sized to hold additional panels that may be needed to supply power for the future installation of electric vehicle (EV) truck charging stations on the site. Conduit should be installed from the electrical room to tractor trailer parking spaces in a logical location(s) on the site determined by the project applicant during construction document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology becomes commercially available and the buildings are being served by trucks with electric-powered engines.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.9 Hazards and Hazardous Materials *Would the project:*				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

Environmental Evaluation

Setting

Hazards analyzed in this section include hazardous materials, wildfires, and hazards based on proximity to airport and airstrip operations. Hazardous materials, as defined by the California Code of Regulations, are substances with certain physical properties that could pose a substantial present or future hazard to human health or the environment when improperly handled, disposed of, or otherwise managed.

A hazardous waste Is any hazardous material that Is discarded, abandoned, or slated to be recycled. The criteria that define a material as hazardous also define a waste as hazardous. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust. Soil and groundwater that have concentrations of hazardous constituents higher than specific regulatory levels must be handled and disposed of as hazardous waste when excavated or pumped from an aquifer. The California Code of Regulations, Title 22, Sections 66261.20–24 contain technical descriptions of toxic characteristics that could cause soil or groundwater to be classified as hazardous waste.

The analysis of potential hazardous material impacts relies primarily upon a Phase I Environmental Site Assessment (Phase I ESA) prepared by Terracon Consultants, Inc. on April 18, 2022, included in this report as Appendix E. The Phase I ESA identified a 300-gallon aboveground storage tank (AST), but determined that this does not represent an REC (recognized environmental site condition) (defined below) to the project site. Trash piles and concrete debris piles were discovered on-site and were identified as recognized environmental site conditions.

The project site has consisted of French Camp Slough in the northern portion of the site and vacant land in the mid-1910s. By the mid-1930s through the early 1950s the site consisted of French Camp Slough in the northern portion of the site and row crops. Apparent row crops continued on the site from the late 1950s through the early 1980s. The site has remained vacant from the mid-1980s to the present.

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than significant impact. Construction activities would potentially require the routine transport, use, and disposal of small amounts of hazardous materials such as diesel fuels, lubricants, paints, asphalt, and solvents, which are required during construction. Handling and transportation of these materials could result in the exposure of workers or residents to hazardous materials. Project operation may include the storage of some hazardous materials in the form of typical household cleaning products. During construction and operation, the proposed project would be required to comply with all applicable local, State, and federal safety codes and regulations related to transporting, using, or disposing hazardous materials, including Resource Conservation and Recovery Act; Comprehensive Environmental Response, Compensation, and Liability Act; federal Clean Air Act; and the Occupational Safety and Health Administration (OSHA) that regulates worker safety hazards. Construction activities that involve hazardous materials would be governed by several agencies, including California Environmental Protection Agency (Cal/EPA), the California Department of Transportation (Caltrans), California Division of Occupational Safety and Health (Cal/OSHA), California Department of Toxic Substances Control (DTSC), Sonoma County Department of Health Services-Environmental Health & Safety Division, as well as applicable local regulations. Compliance with the provisions of these agencies would ensure that the routine transport, use, or disposal of hazardous materials does not create a significant hazard to the public. Therefore, impacts would be less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than significant with mitigation incorporated. An REC is defined by American Society for Testing Materials (ASTM) Standard Practice E1527-21 as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to a release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

As described above, the project site was used for agricultural purposes from the mid-1930s through the mid-1980s. Most currently used agricultural chemicals do not persist for extended periods of time in the environment if applied appropriately; however, some agricultural chemicals can persist in the environment, especially if misapplied. The application of pesticides to agricultural fields can leave trace amounts of the compounds in the soil that may accumulate overtime due to long-term applications. The site's long-term agricultural use (~50 years) represents a REC to the site.

During the site reconnaissance, Terracon observed one approximately 300-gallon AST on the southwestern portion of the site. Terracon inspected the inside of the AST and observed water inside the tank. Staining, noxious odors, or evidence of a release was not observed in the vicinity of the observed AST. Based on the site observations, the AST does not represent a REC to the site.

During the site reconnaissance, Terracon observed trash piles, consisting of typical municipal litter, used tires, car parts, plastic, wood, concrete, abandoned vehicles, were observed on the northern portion of the site. Staining, noxious odors, or evidence of hazardous materials disposal were not observed. Based on-site observations, the debris materials did not appear to be hazardous in nature and do not represent a REC.

During the site reconnaissance, soil and concrete debris piles were observed on the northern portion of the site. Based on unknown origins of the soil and concrete debris piles, the debris represents a REC to the site.

Based on the scope of services, limitations, and conclusions of this assessment, Terracon recommends further investigation, which is included as MM HAZ-1. With incorporation of MM HAZ-1, including subsequent testing and completion of any required remediation, impacts would be less than significant.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than significant impact. The French Camp Elementary School is located approximately 0.21 mile south the project site. The proposed project consists of the construction of a warehouse building and associated office space. The tenant for the building has not been identified. Because of the nature of the proposed project, it is not likely that hazardous or acutely hazardous materials, substances, or waste would be emitted from the project. Therefore, the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. Impacts would be less than significant.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No impact. As part of the Phase I ESA, Terracon reviewed selected federal and State environmental regulatory databases. The site was not identified on the environmental regulatory databases. The surrounding properties listed in the database report appended to the Phase I ESA do not appear to represent RECs to the site at this time based upon regulatory status, apparent topographic gradient, and/or distance from the site. Therefore, no impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Less than significant impact. The Stockton Metropolitan Airport is located approximately 1 mile east of the project site. According to the Airport Land Use Compatibility Plan (ALUCP) for the Environs of the Stockton Metropolitan Airport, the project site is located within the Airport Influence Area.[42] Noise exposure contours were prepared in October 2017 to depict long range average annual noise exposure conditions. The project site is not located within the 2038 long range Community Noise Equivalent Level (CNEL) noise exposure contours of 60 CNEL or higher.[43]

In addition to the cumulative noise metric, CNEL, a single event noise contour was also modeled. A commonly used method for determining the potential impact of single events on residential areas is to use sleep disturbance. The Federal Interagency Committee on Aviation Noise (FICAN) recommends using a 10 percent awakening value associated with indoor sound exposure levels (SEL) of 80 decibels (dB). Exhibit 2G in the ALUCP illustrates the FICAN data collected regarding sleep disturbance. The project site is not located within the SEL Noise Exposure Contour.[44]

The project site is located within the Traffic Pattern (Zone 7a) Safety Zone.[45] Zone 7a allows for a maximum nonresidential density of 450 persons per acre.[46] The proposed project would comply with this density limit. Although the tenant for the warehouse has not been identified, the proposed project will comply with CBC occupancy rates, which would cap the occupancy of the building at 391 employees. Zone 7a has a 10 percent open land requirements are intended to be applied with respect to an entire zone.[47] This is typically accomplished as part of a community general plan or a specific plan but also applies to development projects that are 10 acres or more.[48] The project site is 11.70 acres and X percent of the project would remain open space. Warehousing and office uses are

[42] San Joaquin Council of Governments (SJCOG). May 2016. Amended February 2018. Airport Land Use Compatibility Plan Update for Stockton Metropolitan Airport. Exhibit 1C Stockton Metropolitan Airport – Airport Influence Area.
[43] San Joaquin Council of Governments (SJCOG). May 2016. Amended February 2018. Airport Land Use Compatibility Plan Update for Stockton Metropolitan Airport. Exhibit 2F: Long Range CNEL Noise Exposure Contours.
[44] San Joaquin Council of Governments (SJCOG). May 2016. Amended February 2018. Airport Land Use Compatibility Plan Update for Stockton Metropolitan Airport. Exhibit 1C Stockton Metropolitan Airport – Airport Influence Area. Exhibit 2G SEL Noise Exposure Contours
[45] San Joaquin Council of Governments (SJCOG). May 2016. Amended February 2018. Airport Land Use Compatibility Plan Update for Stockton Metropolitan Airport. Exhibit 1C Stockton Metropolitan Airport – Airport Influence Area. Exhibit 3A Safety Zone Map
[46] San Joaquin Council of Governments (SJCOG). May 2016. Amended February 2018. Airport Land Use Compatibility Plan Update for Stockton Metropolitan Airport. Table 3A Safety Criteria Matrix.
[47] Ibid.
[48] Ibid.

not listed under prohibited uses for Zone 7a.[49] Airspace review is required for objects greater than 100 feet in height.[50] The proposed warehouse building would not exceed more than 100 feet and therefore would not require airspace review. Therefore, the proposed project would be compliant with the ALUCP and impacts would be less than significant.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than significant impact. The project consists of the construction of a warehouse building and associated office space in a developed area of the City. Emergency preparedness is managed by the City's Office of Emergency Services (OES) for disaster preparedness, readiness, City departments response, and mitigation.[51] The City adopted its most recent version of its Emergency Operations Plan (EOP) in June 2012. The EOP addresses the City's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The EOP establishes the emergency management organization required to mitigate any significant emergencies and identifies roles and responsibilities required to protect the health and safety of Stockton residents and property. In addition, the EOP establishes operations concepts associated with a field response to emergencies.[52] The EOP recommends that all businesses develop comprehensive emergency plans but does not require them. Adequate emergency access to the project site would be provided by two 35-foot-wide driveways along South McKinley Avenue at the north and south ends of the project site and continue around the perimeter of the proposed building. Therefore, impacts would be less than significant.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Less than significant impact. Figure 4.8-1 of the General Plan illustrates that there are no High or Very High Fire Hazard Severity Zones (FHSZs) in the City and its SOI. However, approximately 945 acres classified Moderate FHSZ are scattered throughout the City and its SOI. The project site is not located in any of the FHSZ areas. It is located in an urbanized area and is not adjacent to wildlands. Therefore, impacts would be less than significant.

Mitigation Measures

MM HAZ-1 Prior to project approval, the project applicant shall contract a qualified firm to complete a Phase II Environmental Site Assessment (Phase II ESA) at the project site. The Phase II ESA shall further investigate the debris pile on-site through soil sampling. The project applicant shall implement all measures recommended by the Phase II ESA prior to issuance of grading permits.

[49] San Joaquin Council of Governments (SJCOG). May 2016. Amended February 2018. Airport Land Use Compatibility Plan Update for Stockton Metropolitan Airport. Table 3A Safety Criteria Matrix.
[50] Ibid.
[51] City of Stockton. 2019. Emergency Preparedness. Website: http://www.stocktonca.gov/government/departments/fire/emerge.html. Accessed April 1, 2023.
[52] City of Stockton. June 2012. Emergency Operations Plan.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.10 Hydrology and Water Quality *Would the project:*				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐
(i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
(iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Environmental Evaluation

Setting

Groundwater

The project site is located at the San Joaquin Valley Groundwater Basin (Basin), which is about 5,809 square miles. More specifically, the project site is located in the Rock Creek-French Camp Slough Subbasin, consisting of about 473 square miles.

However, the project site receives water from COSMUD. COSMUD obtains its water from the San Joaquin River, the Eastern San Joaquin Groundwater Subbasin, and from the Stockton East Water District (SEWD). Groundwater comprised about one-third of the City's water supplies as of 2015, but it is forecast to comprise 25 percent by 2040.[53]

The Eastern San Joaquin Subbasin is identified as a critically overdrafted groundwater basin. Average groundwater use in the Eastern San Joaquin Subbasin is about 809,321 acre-feet per year, of which approximately 95 percent is for agricultural uses and 5 percent for municipal and industrial uses. Historically, groundwater elevations have declined about 40 to 60 feet, averaging approximately 1.7 feet per year.[54]

Hydrology

The major drainage pattern in the City is westerly from the Sierra Nevada, and then northerly through the San Joaquin Valley to the San Joaquin Delta. The drainage pattern in the City includes the San Joaquin River, which flows northerly through the southern and western parts of the City. Several tributaries extend east from the San Joaquin River, including French Camp Slough, which runs west of the project site.

Storm Drainage

The project site is currently made up of pervious surfaces, a fallow, previously cultivated field. There is a stormwater drainage ditch along the eastern edge of the project site along South McKinley Avenue. Under Section 402 of the Clean Water Act, the EPA has established regulations under the National Pollutant Discharge Elimination System (NPDES) program to control direct stormwater discharges from construction activities disturbing 1 acre or more of land.

The Municipal Separate Storm Sewer System (MS4) Permit in effect for Stockton and San Joaquin County is Order No. R5-2015-0024, which was issued by the Central Valley RWQCB in 2015. Municipal Code Chapter 15.48 requires development and implementation of a SWPPP for development projects over 1 acre of land. The SWPPP shall incorporate an effective combination of BMPs customized to the site using up-to-date standards and practices as identified in the California BMP Handbooks or equivalent pre-approved by the City. Furthermore, Municipal Code Chapter 13.20 requires implementation of a Storm Water Quality Control Plan (SWQCP) for project operation.[55] An SWQCP is triggered when 5,000 square feet of land is disturbed and addresses stormwater volume reduction, stormwater treatment, and trash reduction.

Flooding

The project site is located primarily in an area with a 0.2 percent annual chance flood. The strip of land at the west of the project site adjacent to French Camp Slough has a 1 percent annual chance flood.

[53] City of Stockton. 2018. Envision Stockton 2040 General Plan Update and Utility Master Plan Supplements Draft EIR. June.
[54] Ibid.
[55] City of Stockton. 2023. Stockton, California Municipal Code, Charter, and Civil Service Rules. Chapter 13.20.

Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Less than significant impact. Because construction activities would disturb over 1-acre, the proposed project would be required to prepare and implement a SWPPP in accordance with applicable federal and State requirements and under its Municipal Regional Stormwater NPDES Permit (MRP). The SWPPP would identify BMPs that are intended to prevent erosion during construction activity.

The proposed project would develop a 184,166-square-foot building on an 11.7-acre project site. This would result in an increase of impervious areas on the project site from 0 square feet to 373,200 square feet. The proposed project could create sources of polluted runoff due to car leaks and exhaust from cars circulating the project site. However, most runoff from the project site would be directed to an underground mechanical stormwater treatment process and discharge water into the existing ditch north of the project site, which eventually leads to French Camp Slough. The mechanical treatment process would be designed to treat stormwater volumes of up to 21,000 cubic feet and would prevent polluted runoff from degrading nearby surface waters.

The proposed project would comply with the aforementioned policies and code requirements, as well as the preparation and implementation of a SWQCP for project operation. An SWQCP is triggered when 5,000 square feet of land is disturbed and addresses stormwater volume reduction, stormwater treatment, and trash reduction. This could include installation of landscaping and an underground mechanical stormwater treatment system to ensure that stormwater runoff would not exceed pre-project conditions and that water quality standards and waste discharge requirements are met.[56] As such, implementation of the proposed project is not expected to substantially degrade surface or groundwater quality. Therefore, impacts to water quality would be less than significant.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than significant impact. The project site would be served by COSMUD. As such, the percentage of groundwater used at the project site would be determined by COSMUD. The City and San Joaquin Valley region are implementing several policies and programs in order to reduce the regions reliance on groundwater. While the proposed project would create an additional 373,200 square feet of impervious surfaces, which could reduce opportunities for groundwater recharge, the proposed project would direct stormwater runoff to an underground mechanical stormwater treatment, which would assist with groundwater recharge. Therefore, impacts would be less than significant.

[56] City of Stockton. 2023. Stockton, California, Municipal Code, Charter, and Civil Service Rules. Chapter 13.20.

c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

(i) result in substantial erosion or siltation on- or off-site;

Less than significant impact. Grading and site preparation for the proposed project would create new drainage patterns, including surface runoff being directed to the underground mechanical stormwater treatment system and eventually into the existing ditch north of the project site, which eventually leads to French Camp Slough. The mechanical treatment process would be designed to treat stormwater volumes of up to 21,000 cubic feet and would prevent polluted runoff from degrading nearby surface waters. Runoff over exposed soils could result in soil erosion. However, as discussed above, Municipal Code Chapter 15.48 requires that all developments prepare a SWPPP containing BMPs pursuant to NPDES requirements. Areas of 1 or more acres of disturbance must prepare and implement a SWPPP for the prevention of erosion during construction. Therefore, compliance with these policies would ensure that impacts would be less than significant.

(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

Less than significant impact. The project site is located primarily in an area with a 0.2 percent annual chance flood. The strip of land at the west of the project site adjacent to French Camp Slough has a 1 percent annual chance flood. While the proposed project would create an additional 373,200 square feet of impervious surfaces, increasing surface runoff during flood events, stormwater at the project site would be directed to an underground mechanical treatment process and discharge water into the existing ditch north of the project site, which eventually leads to French Camp Slough. The mechanical treatment process would be designed to treat stormwater volumes of up to 21,000 cubic feet, which would provide adequate capacity for rain events. This would ensure that project runoff would not exceed existing conditions. Therefore, impacts would be less than significant.

(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

Less than significant impact. As described above, compliance with Municipal Code Chapter 15.48 would reduce sources of polluted runoff during construction to a less than significant level.

Municipal Code Chapter 13.20 requires implementation of a SWQCP for project operation.[57] An SWQCP is triggered when 5,000 square feet of land is disturbed and addresses stormwater volume reduction, stormwater treatment, and trash reduction. During project operation, the proposed underground mechanical stormwater treatment system would have adequate capacity to support flows from the project site in the event of a storm event, as explained above. Sidewalks and gutters would be constructed along McKinley Avenue and would direct stormwater runoff from the street to proposed stormwater pipes in McKinley Avenue. These construction and operation features would

[57] City of Stockton. 2023. Stockton, California, Municipal Code, Charter, and Civil Service Rules. Chapter 13.20.

ensure that the stormwater runoff would not exceed pre-project conditions, and that there would be no additional sources of polluted runoff. Therefore, impacts would be less than significant.

(iv) impede or redirect flood flows?

Less than significant impact. The project site is located primarily in an area with a 0.2 percent annual chance flood. The strip of land at the west of the project site adjacent to French Camp Slough has a 1 percent annual chance flood.

While the proposed project would create an additional 373,200 square feet of impervious surfaces, increasing surface runoff during flood events, stormwater at the project site would be directed to an underground mechanical stormwater treatment facility, which has the capacity to treat 21,000 cubic feet of stormwater, adequate capacity for rain events. This would ensure that project runoff would not exceed existing conditions. Therefore, impacts would be less than significant.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than significant impact. The project site is not near the coast and is not located in a tsunami or seiche zone. As described above, the project site is located in FEMA Flood Zone X, meaning it is outside of the 500-year flood zone and protected by a levee from a 100-year flood. As such, it is not likely that the project site would flood. Additionally, project features such as the underground mechanical stormwater treatment system would reduce any flooding risks.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than significant impact. The City of Stockton published is Stormwater Quality Control Criteria Plan in 2020.[58] The plan outlines standards for new development, site design controls, source controls, volume reduction measures, treatment controls, and control measure maintenance as well as the process to comply with City and County Standards. As described above, the proposed project would limit impacts to water quality during project construction by creating and implementing a SWPPP with incorporated BMPs. Per the Stormwater Quality Control Criteria Plan requirements, the applicant would be required to submit their stormwater quality control and maintenance plan to the City prior to the issuance of grading permits. Furthermore, Municipal Code Chapter 13.20 requires implementation of a SWQCP for project operation.[59] An SWQCP is triggered when 5,000 square feet of land is disturbed and addresses stormwater volume reduction, stormwater treatment, and trash reduction.

Furthermore, the City is subject to the Eastern San Joaquin Groundwater Basin Groundwater Management Plan.[60] The proposed project would get water from COSMUD, which utilizes groundwater. Therefore, COSMUD determines how much groundwater is used at the project site and the proposed project itself would not have a direct impact on groundwater usage. It would be the

[58] City of Stockton and County of San Joaquin. 2020. Stormwater Quality Control Criteria Plan. August.
[59] City of Stockton. 2023. Stockton, California Municipal Code, Charter, and Civil Service Rules. Chapter 13.20.
[60] San Joaquin County Department of Public Works. 2004. Eastern San Joaquin Groundwater Basin Groundwater Management Plan. September.

responsibility of COSMUD to implement the Eastern San Joaquin Groundwater Basin Groundwater Management Plan where applicable. Therefore, impacts resulting from the proposed project would be less than significant.

Mitigation Measures

None required.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.11 Land Use and Planning *Would the project:*				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Environmental Evaluation

Would the project:

a) Physically divide an established community?

No impact. The physical division of an already established community typically refers to the construction of a linear feature, such as an interstate highway, railroad tracks, or removal of a means of access, such as a bridge, which would impact mobility within an existing community and an outlying area. The proposed project does not propose construction of any roadway or other structures that would physically divide any portion of the community.

The surrounding area is designated as Industrial, Open Space/Agriculture, and Low Density Residential. The project site is surrounded by a manufacturing plant to the north; South McKinley Avenue and a logistics center and a distribution center to the east; French Camp Slough, a warehouse building and lot, and a single-family residence to the south; and French Camp Slough and vacant land to the west. The proposed project would consist of the development of a warehouse facility on a site that is currently undeveloped. The project site currently has an Industrial land use designation in the General Plan. The proposed project would be in the I-L Zone upon annexation into the City, which allows for warehouse uses and supporting office uses. Therefore, there would be no.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than significant impact. The project site is designated Industrial by the General Plan. The Industrial land use designation allows for a wide variety of industrial uses, including the proposed warehousing and office uses. The maximum allowable FAR for the Industrial land use designation is 0.6. The FAR of the proposed project would be approximately 0.4, which is consistent with the maximum allowable FAR for the Industrial land use designation. Upon annexation into the City, the project site would be zoned I-L, which also allows for warehouse uses and supporting office uses. The proposed project would be required to follow the I-L zoning district standards outlined in Municipal Code Section 16.24.130. Furthermore, per Municipal Code Chapter 16.120, the proposed

project would undergo Design Review prior to the issuance of building permits, to ensure consistency with Stockton Municipal Code and Citywide Design Guidelines. Therefore, impacts would be less than significant.

Mitigation Measures

None required.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.12 Mineral Resources *Would the project:*				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	☐	☐	☒	☐
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☒	☐

Environmental Evaluation

Setting

The California Department of Conservation Division of Mines and Geology classifies lands in the City of Fresno and along the San Joaquin River Corridor into three different Mineral Resource Zones (MRZ):

- **MRZ-1:** An area where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.
- **MRZ-2:** An area where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence.
- **MRZ-3:** An area containing mineral deposits, the significance of which cannot be evaluated.

A majority of the of the City and its SOI have been designated with MRZ-1 mineral classification.[61]

Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

Less than significant impact. As described above, a majority of the City and its SOI has an MRZ-1 mineral classification, meaning it is unlikely that these areas contain significant mineral deposits. Therefore, it is unlikely that the proposed project would result in the loss of availability of a known mineral resources that would be of value to the region and the residents of the State. Impacts would be less than significant.

[61] City of Stockton. 2040 General Plan Update and Utility Master Plan Supplements Draft Environmental Impact Report.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

Less than significant impact. As described above, a majority of the City and its SOI have an MRZ-1 mineral classification, meaning it is unlikely that these areas contain significant mineral deposits. Therefore, it is unlikely that the proposed project would result in the loss of availability of a locally-important mineral resources recovery site. Therefore, a less than significant impact would occur.

Mitigation Measures

None required.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.13 Noise *Would the project result in:*				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Environmental Evaluation

Setting

This analysis is based on the Noise Impact Analysis Report prepared by FCS, dated March 5, 2023, to determine the off-site and on-site noise impacts associated with the proposed project.

Characteristics of Noise

Noise is generally defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, and sleep. Sound levels are usually measured and expressed in dB, a unit of measurement that indicates the relative intensity of a sound. 0 dB corresponding roughly to the threshold of hearing. Most of the sounds that we hear in the environment do not consist of a single frequency, but rather a broad band of frequencies, with each frequency differing in sound level. The intensities of each frequency add together to generate a sound. Noise is typically generated by transportation, specific land uses, and ongoing human activity.

The standard unit of measurement of the loudness of sound is the dB. The 0 point on the dB scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Changes of 3 dB or less are only perceptible in laboratory environments. A change of 3 dB is the lowest change that can be perceptible to the human ear in outdoor environments. While a change of 5 A-weighted decibel (dBA) is the minimum readily perceptible change to the human ear in outdoor environments. Sound levels in dB are calculated on a logarithmic basis. An increase of 10 dB represents a 10-fold increase in acoustic energy, while 20 dB is 100 times more intense, 30 dB is 1,000 times more intense. Each 10 dB increase in sound level is perceived as approximately a doubling of loudness.

Since the human ear is not equally sensitive to sound at all frequencies, the dBA was derived to relate noise to the sensitivity of humans, it gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for several various sound level metrics, including the day/night sound level (L_{dn}) and the CNEL, both of which represent how humans are more sensitive to sound at night. Day-Night Level (DNL) is like the CNEL scale but without the adjustment for events occurring during the evening hours. CNEL and DNL are within one dBA of each other and are normally exchangeable. In addition, the equivalent continuous sound level (L_{eq}) is the total sound energy of time-varying noise over a sample period and L_{max} is the highest exponential time-averaged sound level that occurs during a stated time period.

Common sources of noise in urban environments include mobile sources, such as traffic, and stationary sources, such as mechanical equipment or construction operations. Construction is performed in discrete steps, each of which has its own mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on each construction site and, therefore, would change the noise levels as construction progresses. Construction-period noise levels are higher than background ambient noise levels, but they eventually cease once construction is complete.

Impact Analysis

Would the project result in:

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than significant impact.

Construction Noise Impacts

For purposes of this analysis, a significant impact would occur if construction activities would generate a substantial temporary increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The City has not adopted construction-related noise thresholds of significance for CEQA consideration. The General Plan also does not contain quantitative noise standards that are specific or applicable to construction activities. Municipal Code Section 16.60.030(A) prohibits construction activities from occurring between the hours of 10:00 p.m. and 7:00 a.m. when the noise causes a disturbance across a residential property line, but it is not anticipated that construction for the proposed project would occur during these hours. The Municipal Code does not establish quantitative standards for construction noise. Thus, to assess the significance of the proposed project's construction noise impacts, the following criteria are adopted:

- Construction activities would result in noise levels in excess of 60 dBA L_{eq} at the property lines of nearby residential land uses.

Residential land uses are the nearest noise-sensitive receptors to the project site. A small residential neighborhood is located approximately 450 feet southwest of the project site along South McKinley Avenue. The 60 dBA L_{eq} criteria reflects the General Plan's "normally acceptable" land use and noise compatibility for residential land uses. Therefore, the criteria measures whether the proposed project's noise levels would be considered "normally acceptable" for residential land uses.

Construction Equipment Operational Noise

Construction of the proposed project would generate noise during the approximately 8-month schedule of site preparation, grading, building construction, paving, and other construction activities. The proposed project is anticipated to utilize a standard five-day work week, and construction would occur during standard daytime hours, which are generally between 7:00 a.m. and 5:00 p.m. Construction would not occur during the nighttime hours specified in Municipal Code Section 16.60.030(A) (i.e., 10:00 p.m. to 7:00 a.m.). Therefore, construction would not result in violations of this regulation.

Noise from grading activities is typically the foremost concern when evaluating a project's construction noise impact, as grading activities often require extensive use of heavy-duty, diesel-powered earthmoving equipment. For the proposed project, grading would have the greatest—and noisiest—construction vehicle requirements, as multiple grading vehicles would be required to grade the approximate 11.7-acre project site. Other construction phases would have reduced vehicle requirements. For example, building construction could at times require a crane truck, several construction forklifts, and skid steer loaders. These vehicles are much less powerful than the types of heavy-duty graders and scrapers that would be required to grade the project site, and consequently have lower operational noise levels. Given this consideration, the following analysis assesses noise impacts that may result from the proposed project's grading activities.

Grading for the proposed project is estimated to last approximately four weeks. The bulk of grading activities would be characterized by extensive use of graders and scrapers, which would be utilized across the project site to level the site and establish proper slopes and drainages. These are mobile vehicles that would operate by driving across the project site, grading the land as they go. Their construction noise levels at surrounding residential land uses would be higher when they operate closer to the project site's boundaries that are nearest to residential land uses, and lower when they operate farther away. As such, on average, daily noise levels from these vehicles at the nearest residential land uses are likely to be no greater than 58.8 dBA L_{eq} on any given grading workday. At other, farther residential land uses, noise levels would be further reduced. Noise levels would not exceed the 60 dBA L_{eq} threshold criteria for residential land uses. As a result, construction-related noise impacts to residential land uses would be considered less than significant.

Construction-related Traffic Noise

Haul trips, construction worker vehicle trips, and other construction-related trips would occur over the course of the proposed project's construction. Haul trips typically have the greatest potential to result in substantial off-site noise increases along nearby roadways. However, the project site is anticipated to be balanced, meaning that it would not require any haul trips to export or import fill material. Construction worker vehicle trips and vendor deliveries would generate intermittent noise

as these vehicles drive by roadside sensitive receptors, but they would not be capable of sustaining noise levels in excess of 60 dBA L_{eq}. As a result, noise from the proposed project's construction vehicles would be considered less than significant.

Off-site Mobile Source Operational Noise Impacts

For the purposes of this analysis, a significant impact would occur if the proposed project's off-site mobile sources (i.e., vehicle traffic) would generate a substantial permanent increase in ambient noise levels surrounding the proposed project and any nearby roadways. The City has not adopted mobile operational-related noise thresholds of significance for CEQA consideration, but the City's General Plan contains policies that would apply to the proposed project's mobile source operational noise impacts. General Plan Policy SAF-2.5A prohibits new industrial land uses from exposing existing noise-sensitive land uses to noise levels in excess of 70 dBA CNEL. Municipal Code Section 16.60.040 establishes a more stringent 65 dBA L_{dn} standard for noise-sensitive land uses. As such, the following analysis adopts the stricter Code-based 65 dBA L_{dn} standard for assessment of the proposed project's mobile source operational noise impacts.

According to the Traffic Impact Study (TIS) prepared by Advanced Mobility Group, the proposed project would generate an estimated 378 daily vehicle trips, including 40 AM peak-hour trips and 44 PM peak-hour trips.[62] The applicant anticipates that of these daily vehicle trips, approximately 20 would consist of heavy-duty truck trips. Individually, this level of traffic would not correspond with roadway noise levels in excess of 65 dBA L_{dn}, which is approximately the noise level of a busy arterial roadway.

As proposed project-related traffic would not generate daily noise levels in excess of 65 dBA L_{dn}, the proposed project's mobile source operational noise impact would be considered less than significant.

On-site Operational Noise Impacts

For purposes of this analysis, a significant impact would occur if the proposed project's on-site noise sources (i.e., parking lot operations, on-site truck loading, etc.) would generate a substantial permanent increase in ambient noise levels surrounding the proposed project.

The City has not adopted operational-related noise thresholds of significance for CEQA consideration. The following criteria to determine significance are based on the City's applicable General Plan and Municipal Code noise standards, or whichever is more stringent for the given receptor or noise source. The proposed project's noise impact from on-site operational sources would be considered significant if any of the following were to occur:

- On-site operational sources would expose adjoining industrial land uses to noise levels in excess of 80 dBA L_{max} or 70 dBA L_{dn}.

[62] Advanced Mobility Group. 2022. Traffic Impact Study for Industrial Development @ 6505 South McKinley Avenue East, Stockton, California. Accessed March 9, 2023.

- On-site operational sources would expose nearby residential land uses to noise levels in excess of 75 dBA L_{max} or 55 dBA L_{eq} during daytime hours between 7:00 a.m. and 10:00 p.m., or 65 dBA L_{max} or 45 dBA L_{eq} during nighttime hours between 10:00 p.m. and 7:00 a.m.

The proposed project would generate noise from a variety of on-site noise sources, such as parking lot activities, new exterior mechanical equipment sources, and truck loading and unloading. Potential impacts from these noise sources are discussed below.

Parking Lot Activities

The proposed project's parking facilities and the intermittent noises associated with them (e.g., doors slamming, engines starting, etc.) would have a nominal effect on surrounding exterior noise levels. According to Federal Transit Administration (FTA) equations for the prediction of parking facility noise impacts, a facility with an hourly activity of 44 vehicles (equivalent to the proposed project's maximum hourly trip generation) would be expected to result in a noise level of just 43 dBA L_{eq} at a reference distance of 50 feet. Thus, nearby industrial and noise-sensitive land uses would not be exposed to parking-related noise levels in excess of the threshold criteria.

Mechanical Equipment Operations

At the time of preparation of this analysis, details were not available pertaining to the proposed rooftop mechanical ventilation systems for the project; therefore, a reference noise level for typical rooftop mechanical ventilation systems was used. Noise levels from commercially available rooftop mechanical ventilation equipment range from 50 dBA to 60 dBA L_{eq} at a distance of 25 feet. Thus, industrial land uses adjoining the project site would not be exposed to noise levels in excess of the minimum 70 dBA L_{dn} criteria as a result of this equipment. Residential land uses that are over 400 feet from the project site would experience noise levels that are well below 30 dBA L_{eq} and likely inaudible altogether. Thus, nearby industrial and noise-sensitive land uses would not be exposed to mechanical equipment operational noise levels in excess of the threshold criteria.

Truck Loading Activities

Noise would also be generated by truck loading and unloading activities at the loading docks along the south side of the proposed project. Typical maximum noise levels from truck loading and unloading activity are 70 dBA L_{max} as measured at 50 feet. These maximum noise levels include noise from associated truck loading/unloading activity, including trucks maneuvering, truck trailer loading, truck trailer unloading, backup alarms or beepers, and truck docking noise.

The nearest adjoining industrial uses are located over 100 feet from the proposed project's loading areas and thus would be exposed to loading/unloading noise levels that are well below the minimum 70 dBA L_{dn} criteria as a result.

At the nearest residential land uses that are over 450 feet away, maximum noise levels from unloading/loading activities would attenuate to below 50 dBA L_{max}. Because the proposed project is anticipated to generate approximately 20 truck trips per day, such unloading/loading activities would be intermittent and would not be expected to cause sustained noise levels in excess of 45 dBA L_{eq} at residential land uses, because noise generated by these activities would not be continuous. Thus,

nearby industrial and noise-sensitive land uses would not be exposed to truck loading/unloading-noise levels in excess of the threshold criteria.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less than significant impact. This section analyzes both construction and operational groundborne vibration and noise impacts. Groundborne vibrations consist of rapidly fluctuating motions within the ground that have an average motion of zero. Vibrating objects in contact with the ground radiate vibration waves through various soil and rock strata to the foundations of nearby buildings. Groundborne noise is generated when vibrating building components radiate sound, or noise generated by groundborne vibration. In general, if groundborne vibration levels do not exceed levels considered to be perceptible, then groundborne noise levels would not be perceptible in most interior environments. Therefore, this analysis focuses on determining exceedances of groundborne vibration levels.

A significant impact would occur if the proposed project would generate groundborne vibration or groundborne noise levels in excess of established standards. Municipal Code Section 16.32.100 prohibits the generation of ground vibration that "is perceptible without instruments by the average person at any point along or beyond the property line of the parcel containing the activities, cause discomfort or annoyance to reasonable persons of normal sensitivity or which endangers the comfort, repose, health or peace of residents whose property abuts the property lines of the parcel, and interferes with the operations of equipment and facilities of adjoining parcels." However, vibrations from temporary construction or demolition activities and motor vehicle operations are exempt from this regulation. Therefore, the FTA's vibration impact criteria are utilized for the purpose of this analysis. The FTA has established industry accepted standards for vibration impact criteria and impact assessment. These guidelines are published in its Transit Noise and Vibration Impact Assessment Manual.[63]

Short-term Construction Vibration Impacts

Construction of the proposed project would require a variety of large, steel-tracked earthmoving vehicles. Of the variety of equipment used during construction, the large vibratory rollers that are anticipated to be used in the site preparation phase of construction would produce the greatest groundborne vibration levels. Large vibratory rollers produce groundborne vibration levels ranging up to 0.201 inch per second (in/sec) peak particle velocity (PPV) at 25 feet from the operating equipment.

The nearest off-site structure to the project construction footprint is a barn structure located south of the project site. The façade of this closest structure would be located approximately 270 feet from the construction footprint where the heaviest construction equipment would potentially operate. At this distance, groundborne vibration levels would range up to 0.005 in/sec PPV from operation of the types of equipment that would produce the highest vibration levels. This is well below the FTA's Construction Vibration Impact Criteria of 0.2 in/sec PPV for this type of structure, a building of nonengineered timber construction. Therefore, project construction activities would not generate

[63] Federal Transit Administration (FTA). 2018. Transit Noise and Vibration Impact Assessment Manual. Accessed September.

groundborne vibration or groundborne noise levels in excess of established standards, and the impact to off-site receptors from short-term groundborne vibration associated with construction would be less than significant.

Operational Vibration Impacts

Implementation of the proposed project would not include any new permanent sources that would expose persons in the project vicinity to groundborne vibration levels that could be perceptible without instruments beyond the boundary line of the project property. Additionally, there are no active sources of groundborne vibration in the project vicinity that would produce vibration levels that would be perceptible without instruments within the project site. Therefore, the proposed project would not generate groundborne vibration or groundborne noise levels in excess of established standards and there would be no impact related to operational groundborne vibration.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No impact. The project site is not located within the vicinity of a private airstrip nor public airport. The nearest airport, Stockton Metropolitan Airport, is located 1.2 miles east of the project site. According to the airport's noise exposure map, the project site is located well outside of the 60 dBA CNEL airport noise contours.[64] Therefore, aircraft noise associated with nearby airport activity would not expose people residing or working near the project site to excessive noise levels. On this basis, implementation of the proposed project would not expose persons residing or working in the project vicinity to noise levels from airport activity that would be in excess of normally acceptable standards for the proposed land use development, and no impact would occur. Moreover, the proposed project is not a noise-sensitive land use; its development at the project site would not present a land use and noise compatibility issue.

Mitigation Measures

None required.

[64] San Joaquin County. 2018. San Joaquin County's Aviation System Stockton Metropolitan Airport, Airport Land Use Compatibility Plan. February.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.14 Population and Housing *Would the project:*				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Environmental Evaluation

Setting

According to the California Department of Finance (CDF), the estimated population of the City in January 2022 was 322,489. [65] This represents a 0.43 percent decrease from the 2021 population of 323,884.[66] The General Plan is projected to attract an additional 132,200 residents from 2018 levels, bringing the total population to 452,800 by the year 2040.[67] The General Plan specifies that the City has approximately 100,300 homes with an average of 3.23 people per household.

Would the project:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than significant impact. Unplanned direct population growth would occur if the project produced a population growth not anticipated and evaluated by the City of Stockton in its General Plan. The proposed project would not include residential uses and therefore is not anticipated to create a population increase. While some employees could relocate to the City for employment at the proposed project, it is unlikely that a significant number of employees would do so.

Furthermore, the proposed project would generate temporary employment opportunities during construction. These employees would be temporary and limited to the project construction period. Given that the temporary construction-period spans approximately nine months, the local labor pool

[65] California Department of Finance (CDF). 2022. E-4 Population Estimates for Cities, Counties, and State, 2021-2022, with 2020 Census Benchmark. Website: https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2022-with-2020-census-benchmark/. Accessed April 1, 2023.

[66] 1 - (322,489/323,884) = .0043, or .43%

[67] City of Stockton. 2018. Envision Stockton 2040 Draft EIR. Website: http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf. Accessed April 1, 2023.

would be expected to satisfy labor demands of the project. As a result, construction workers would not require permanent relocation, resulting in population growth in the City.

Thus, the proposed project would not induce significant indirect population growth. Impacts would be less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No impact. The project site is currently vacant and undeveloped and does not contain any residential structures. Therefore, the proposed project would not displace any people our housing. No impact would occur.

Mitigation Measures

None required.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.15 Public Services *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*				
a) Fire protection?	☐	☐	☒	☐
b) Police protection?	☐	☐	☒	☐
c) Schools?	☐	☐	☒	☐
d) Parks?	☐	☐	☒	☐
e) Other public facilities?	☐	☐	☒	☐

Environmental Evaluation

Setting

Fire

The project site is currently within the French Camp-McKinley Fire Protection District. Should the project site be annexed, the Stockton Fire Department (SFD) would provide fire protection services. SFD operates 13 stations and is staffed by 182 sworn fire personnel and 35 civilian employees.[68] There are five divisions within the SFD: Engine and Truck Company, Training Division, Communications Division, Hazardous Materials (Haz Mat) Division, Swift Water and Dive Rescue Team, and Urban Search and Rescue Team.[69]

The average response time from Station 5 to a fire call is approximately 6.5 minutes, which is typical for stations located on the City's periphery. The City is currently exploring the options for construction and staffing of an additional South Stockton fire station to improve Fire Department services and response times to the South Stockton area, including new industrial development. The station is expected to be financed by a Community Facilities District under which a special tax would be imposed upon new development within the district. The closest fire station to the project site is Stockton Fire Station 5, located approximately 1.9 miles northwest at 3499 Manthey Road.

Police

Law enforcement services to the project site are currently provided by the San Joaquin County Sheriff's Department. Upon annexation of the project site, law enforcement services would be provided by the Stockton Police Department (SPD). SPD is divided into six divisions: Field Operations Division, Special Operations Division, Investigations Division, Technical Services Division,

[68] City of Stockton. 2022. Fire Department. Website: http://www.stocktonca.gov/government/departments/fire/default.html. Accessed June 21, 2022.
[69] City of Stockton. 2022. Neighborhood Fire Stations. Website: http://www.stocktonca.gov/government/departments/fire/neighb.html. Accessed April 1, 2023.

Administrative Services Division, and Department support sections. For the year 2020-2021, SPD handled 654,463 requests for service with an average response time of 5 minutes or less.[70,71] As of 2018, the average response time for priority one calls in Stockton was 5 to 6 minutes.[72] The SPD is staffed by 485 sworn personnel and 227 civilian support employees.[73] The closest police station to the project site is located at 7000 Michael Canlis Boulevard approximately 1.5 miles southwest of the project site.

Schools

The project site is located within the jurisdiction of the Manteca Unified School District (MUSD) and the Stockton Unified School District (SUSD). SUSD operates 54 schools with approximately 40,000 students.[74] The closest school to the project site is the French Camp School, located approximately 0.21 mile south of the site at 241 Fourth Street. The second closest school to the project site is Great View Elementary, located 1.65 miles northwest of the site at 4223 McDougald Boulevard.

Parks

The City of Stockton Community Services Department maintains and operates 66 neighborhood, community, and regional parks.[75] The General Plan calls for at least 2 acres of neighborhood parks per 1,000 residents and 3 acres of community parks and regional parks per 1,000 residents by 2040.[76] The City currently has 215 acres of neighborhood parks and 411 acres of community park, and 180 acres of regional parks. To meet the goal outline in the General Plan, the City must add 430 acres of neighborhood parks,[77] 557 acres of community parks,[78] and 790 acres of regional parks by 2040.[79] The closest park to the site is William Long Park, located approximately 1.70 miles northwest of the project site.

Other Public Facilities

Other public facilities include libraries, community recreation centers, public infrastructure, and hospitals. Library services are provided by Stockton-San Joaquin County Public Library system. The closest library to the project site is Weston Ranch Branch Library, located approximately 2 miles northwest of the project site at 1453 West French Camp Road.

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[70] City of Stockton. 2018. Envision Stockton 2040 General Plan. Website: http://www.stocktonca.gov/files/Adopted_Plan.pdf. Accessed April 1, 2023.

[71] City of Stockton. 2022. FY 2022-23 Proposed Annual Budget. Proposed budget. http://www.stocktonca.gov/files/2022-23_Proposed_Budget_Book.pdf

[72] City of Stockton. 2018. 2040 General Plan Update and Utility Master Plan Supplements Draft Environmental Impact Report.

[73] Stockton Police Department (SPD). 2020. Strategic Plan 2020-2022. Website: http://ww1.stocktonca.gov/-/media/Stockton-Website/Departments/Police-Homepage/Images/Docs/SPD-Strategic-Plan-2020_2022-Final-Draft.pdf?la=en&hash=8C5CFC572E581225C2AF4B0679590C59593CCE00. Accessed April 1, 2023.

[74] Stockton Unified School District (SUSD). 2022. SUSD Fast Facts. Website: https://www.stocktonusd.net/site/Default.aspx?PageID=356. Accessed April 1, 2023.

[75] City of Stockton. 2022. Parks and Community Centers. Website: http://www.stocktonca.gov/discover/pcc.html. Accessed April 1, 2023.

[76] City of Stockton. 2018. Envision Stockton 2040 General Plan. Website: http://www.stocktonca.gov/files/Adopted_Plan.pdf. Accessed April 1, 2023.

[77] [(322,489/1000) x 2] - 215 = 430

[78] [(322,489/1,000) x 3] - 411 = 557

[79] [(322,489/1,000) x 3] - 180 = 790

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire protection?

Less than significant impact. The proposed project consists of the construction of a warehouse building and associated office space in a developed area of the City. Adequate emergency access to the project site would be provided by two 35-foot-wide driveways along South McKinley Avenue at the north and south ends of the project site and continue around the perimeter of the proposed building. Construction of the proposed project could increase demand for fire protection services. To address increases, Municipal Code Section 16-17.260, the project applicant would be required to pay a Public Facilities Fee. Payment of these fees would be used to ensure that SFD could maintain service levels given any indirect population increase associated with the proposed project.[80] Therefore, impacts would be less than significant.

b) Police protection?

Less than significant impact. The proposed project consists of the construction of a warehouse building and associated office space in a developed area of the City. Construction of the proposed project could increase demand for police. However, in compliance with Municipal Code Section 16-17.260, the project applicant would be required to pay a Public Facilities Fee. Payment of these fees would be used to ensure that SPD could serve the proposed project and any associated increase in population.[81] Therefore, with the payment of required Public Facilities Fees, impacts would be less than significant impact.

c) Schools?

Less than significant impact. District-wide, MUSD student enrollment in kindergarten to sixth grade exceeds available capacity, but the high school enrollment does not do so. The MUSD collects required school impact fees and coordinates with residential developers to ensure that sufficient capacity exists within the school system to accommodate the indirect student population generated by development of the project.

The proposed project consists of the construction of a warehouse building and associated office space in a developed area of the City. The proposed project contains warehouse and office uses and does not propose any residential units. Therefore, any increase in population is unlikely or would be negligible. Additionally, the project applicant would be subject to a Developer Fee Rate from SUSD of

[80] City of Stockton. 2022. Public Facility Fees. Website: https://www.stocktonca.gov/government/departments/communityDevelop/cdPff.html. Accessed April 1, 2023.
[81] Ibid.

$0.61 per square foot of development [82] With payment of the required impact fees, impacts to school facilities would be less than significant.

d) Parks?

Less than significant impact. The proposed project consists of the construction of a warehouse building and associated office space in a developed area of the City. This could increase the demand for park use in the vicinity of the project site. Furthermore, as described in Section 2.14, Population and Housing, the proposed project does not propose any residential units and an increase in population is unlikely. As noted above, the project applicant would be required to pay the Public Facility Fees. Payment of these fees would be used to help the City meet its goals of 2 acres of neighborhood parks and 3 acres of community and regional parks per resident by 2040. Therefore, impacts would be less than significant.

e) Other public facilities?

Less than significant impact. The project consists of the construction of a warehouse building and associated office space in a developed area of the City. Other public facilities include libraries, community recreation centers, public infrastructure, and hospitals. Library services are provided by Stockton-San Joaquin County Public Library system. The closest library to the project site is Weston Ranch Branch Library, located approximately 2 miles northwest of the proposed project site at 1453 West French Camp Road. The closest hospital to the site is San Joaquin General Hospital, located approximately 3,918 feet southwest of the project site at 500 West Hospital Road. As described in Section 2.14, Population and Housing, the proposed project does not propose any residential units and an increase in population is unlikely or would be negligible. The Public Facility Fees are used to increase the service area and capacity of nearly all public facilities and would help cover the cost of any required additional facilities. Therefore, payment of required development fees would result in a less than significant impact.

Mitigation Measures

None required.

[82] Stockton Unified School District (SUSD). 2022. Developer Fees Rates & Reports. Website: https://www.stocktonusd.net/Page/402. Accessed April 1, 2023.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.16 Recreation				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Environmental Evaluation

Setting

The City of Stockton Community Services Department maintains and operates 66 neighborhood, community, and regional parks.[83] The General Plan calls for at least 2 acres of neighborhood parks per 1,000 residents and 3 acres of community parks and regional parks per 1,000 residents.[84] The closest park to the site is William Long Park, located approximately 1.70 miles northwest of the proposed project site at 4535 Woodchase Lane. The closest community center is Taft Community Center, located 1.73 miles northwest of the project site at 398 Downing Avenue.

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than significant impact. The proposed project could increase the use of existing neighborhood and regional parks and facilities. As described above, the proposed project contains warehouse and office uses, and does not propose any residential units. Therefore, an increase in population that would increase the use of parks is unlikely. Additionally, prior to issuance of a building permit, the project applicant will be required to pay a Public Facilities Fee, which would be used to build additional public facilities, including parks when necessary.[85] As described above, there are multiple parks available for use in the vicinity of the project site. As a result, the proposed project would be served by adequate recreational facilities and would not substantially increase physical deterioration of a recreational facility. Therefore, impacts would be less than significant.

[83] City of Stockton. 2022. Parks and Community Centers. Website: http://www.stocktonca.gov/discover/pcc.html. Accessed April 1, 2022.
[84] City of Stockton. 2018. Envision Stockton 2040 General Plan. Website: http://www.stocktonca.gov/files/Adopted_Plan.pdf. Accessed April 1, 2023.
[85] City of Stockton. 2022. Public Facility Fees. Website: https://www.https://www.stocktonca.gov/government/departments/communityDevelop/cdPff.html. Accessed April 1, 2023.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

No impact. The proposed project contains warehouse and office uses and does not propose any residential units. Therefore, an increase in population that would increase the use of parks is unlikely. As described above, there are multiple parks available for use in the vicinity of the project site. The closest park to the site is William Long Park, located approximately 1.70 miles northwest of the proposed project site, and the closest community center is Taft Community Center, located 1.73 miles from the project site. Furthermore, prior to issuance of a building permit, the project applicant would be required to pay a Public Facilities Fee, which would be used to help increase the service areas of and build additional public facilities, including and parks when necessary.[86] The proposed the proposed project does not include the construction of expansion of any recreational facilities that could have an adverse physical effect on the environment. As such, no impact would occur.

Mitigation Measures

None required.

[86] City of Stockton. 2022. Public Facility Fees. Website: https://www.stocktonca.gov/government/departments/communityDevelop/cdPff.html. Accessed April 1, 2023.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.17 Transportation *Would the project:*				
a) Conflict with a program plan, ordinance or policy of the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☒	☐	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Environmental Evaluation

Setting

The following analysis is based on the TIS dated February 21, 2022, prepared by Advanced Mobility Group and included in Appendix G.[87]

Street Network

The following transportation facilities provide access to the project site.

Regional Roadways

I-5 is major north–south freeway connecting San Diego to the south and Seattle to the north. In the project area, I-5 extends southward from Stockton as an eight-to-six-lane divided freeway. I-5 connects to I-205, approximately 8 miles to the south of Stockton. I-205 connects to I-580, 13 miles to the west of the connection between I-5 and I-205. I-205 and I-580 provide access to regional employment centers in Pleasanton, San Ramon, and the rest of the San Francisco Bay Area.

Near the project site, I-5 is a six-lane freeway. Primary access to the project site from I-5 is provided via interchanges at French Camp Road and West Mathews Road. The interchange of I-5/French Camp Road is configured as a partial cloverleaf with northwest/southeast loops. The interchange of I-5/West Mathews Road is configured as a tight diamond interchange.

SR-99 is located approximately three miles to the east of I-5 near the project area. SR-99 is a north–south freeway that provides access to Sacramento to the north and Bakersfield to the south. Residents rely primarily on SR-99 for access to the Central Valley (cities like Fresno, Modesto, and

[87] Advanced Mobility Group. 2022. Traffic Impact Study for Industrial Development @ 6505 South McKinley Avenue East, Stockton, California. March 9.

Merced). Near the project site, SR-99 is a six-lane freeway. Primary access to the project site is provided via an interchange at Arch Airport Road/Arch Road.

Local Roadways

South McKinley Avenue East is a two-lane north–south local street adjacent to the proposed project. The roadway starts from South El Dorado Street to the north and ends at French Camp Road to the south. Two-way left-turn lane is available adjacent to the project frontage. Sidewalk is available on the southbound side ending at the first proposed project driveway east of the project site. The speed limit is 35 miles per hour (mph).

El Dorado Street is a four-lane north–south major arterial roadway that provides connections from downtown Stockton to the southern portion of the City. It is located west of the project site and serves as a major transit route in Stockton. The roadway is proposed as a Class IV facility near the project site as part of the 2017 Stockton Bicycle Master Plan. The speed limit is 45 mph near the project site.

French Camp Road is a two to four-lane minor arterial roadway to the west of the project site that connects Weston Ranch to South McKinley Road and provides a connection to I-5. Traffic coming from the north (Stockton and Sacramento) on I-5 will use this road to get to the project site. Class II facilities are available to the west of the intersection with I-5. The speed limit is 30 mph near the project site.

Arch Airport Road is a three to six-lane east–west major arterial roadway that connects French Camp Road in the west to Arch Road in the east. It serves as a connection between I-5 and SR-99. Traffic coming from the north (Stockton and Sacramento) on SR-99 will use this roadway to get to the proposed project. Class I facilities are available on near the project site on the Arch Airport Road overpass between French Camp Road and Sperry Road. The speed limit is 45 mph.

Sperry Road is a two to four-lane east–west minor arterial roadway that connects South McKinley Avenue East in the west to Arch Airport Road in the east. The speed limit is 35 mph near the project site.

Arch Road is a two to four-lane east–west arterial roadway to the east of the project site that connects Arch Airport Road to Austin Road and provides access to SR-99 and the Burlington Northern Santa Fe (BNSF) Stockton Intermodal Facility. Traffic coming from the south (Tracy, Manteca, Bay Area) on SR-99 will use this road to get to the project site. The speed limit is 30 mph.

West and East Mathews Road is a two to four-lane east–west arterial roadway that connects from Ash Street in the east to South Wolfe Road in the east and provides a connection to I-5. Traffic coming from the south (Tracy, Manteca, Bay Area) on I-5 will use this road to get to the project site. It is located west of the project site and serves as a transit route in Stockton. The speed limit is 25 mph.

Ash Street is a two-lane local road that connects French Camp Road and East Mathews Road. The speed limit is 25 mph.

Harland Road is a two-lane local road that extends from French Camp Road and to the southern city limits. The speed limit is 25 mph.

As noted above:

- Sidewalks are provided on the southbound side of South McKinley Avenue.
- Class I bicycle facilities are located on the Arch Airport Road overpass between French Camp Road and Sperry Road.[88]
- A Class II bicycle facility is located on French Camp Road west of its intersection with I-5.[89]
- A Class IV bicycle facility is located on El Dorado Street.[90] They are proposed on Sperry Road, Arch Airport Road east of Airport Way, and French Camp Road from I-5 SB On/Off Ramp intersection to Arch Airport Road overpass.

Transit Service

Transit service within the study area is provided by San Joaquin Regional Transit District. There are several bus stops located within the vicinity of the project area provided by the Number 510 local bus service line. The El Dorado and French Camp stop on the 510 bus line is located approximately 0.8-mile from the project site.

Study Intersections

1. French Camp Road/I-5 Southbound Ramp
2. French Camp Road/I-5 Northbound Ramp
3. French Camp Road/Arch Airport Road
4. French Camp Road/El Dorado Street
5. Arch Airport Road/Airport Way
6. McKinley Avenue/Sperry Road
7. Arch Airport Road/SR 99 Single Point
8. French Camp Road/South McKinley Avenue
9. French Camp Road/Ash Street
10. Ash Street/Harland Road
11. East Matthews Road/El Dorado Street
12. East Matthews Road/I-5 Northbound Ramp
13. East Matthews Road/I-5 Southbound Ramp

[88] A Class I Bikeway is a Bike Path provides a separate right-of-way and is designated for the exclusive use of bicycles and pedestrians with vehicle and pedestrian crossflow minimized.

[89] A Class II Bikeway is a Bike Lane provides a restricted right-of-way and is designated for the use of bicycles with a striped lane on a street or highway. Vehicle parking and vehicle/pedestrian crossflow are permitted.

[90] A Class IV Bikeway isa Separated Bikeway/Cycle Track provides a cycle track or protected bike lane for the exclusive use of bicycles, physically separated from motor traffic with a vertical feature.

Regional Regulations

Caltrans Standards

Facilities under the jurisdiction of Caltrans include freeway segments, ramps, ramp terminals, and arterials. Caltrans is responsible for the maintenance and operation of State routes and highways. In Stockton, Caltrans facilities include I-5 and SR-99. Although Caltrans has not designated a Level of Service (LOS) standard, Caltrans' Guide for the Preparation of Traffic Impact Studies indicates attempts to maintain LOS of a State highway facility between the LOS "C/D" threshold. When existing State highway facilities are operating at higher LOS than noted above, 20-year forecasts or general plan buildout analysis for the facility should be considered to establish equitable project contributions to local development impact fee programs that address cumulative traffic impacts. CEQA no longer requires an LOS analysis. However, an LOS analysis is provided in the TIS included in Appendix G.

County Standards

SJCOG is responsible for the County's Congestion Management Program (CMP). SJCOG is responsible for designated county roadways and intersections of regional significance. The minimum acceptable LOS for CMP designated roadways and intersections is LOS D4. Therefore, the TIS uses LOS D as the minimum acceptable standard and mitigation measures are recommended where service levels are below LOS D along roadways and intersections designated in the CMP. CEQA no longer requires an LOS analysis. However, an LOS analysis is provided in the TIS included in Appendix G.

Local Regulations

General Plan Goal TR-4: Effective Transportation Assessments

Ensure that traffic related-related impacts of proposed land uses are evaluated and mitigated.

Policy TR-1.1 Ensure that roadways safely and efficiently accommodate all modes and users, including private, commercial, and transit vehicles, as well as bicycles and pedestrians and vehicles for disabled travelers.

Policy TR-4.1 Utilize Level of Service (LOS) information to aid understanding of potential major increase to vehicle delay at key intersections.

Action TR-4.1A Strive for Level of Service (LOS) D or better for both daily roadway segment and peak-hour intersections operations, except for the following additional exceptions in the project area roadways:

- French Camp Road, I-5 to Val Dervin Parkway–LOS F (Because of the physical constraints that limit the improvements that could be constructed.)

Would the project:

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less than significant impact. This section assesses whether the proposed project is consistent with applicable regional and local transportation programs, plans ordinances, and policies that were summarized in the Regulatory Framework, above.

Transit Facilities

As described above, the project site is located 0.8-mile from the nearest 510 bus stop. As such, employees taking the 510 bus stop could reasonably walk to the project site. The proposed project would not conflict with General Plan policies related to transit service.

Bicycle Facilities

As described above, there is a Class I bicycle facility located on the Arch Airport Road overpass 1.3 miles from the project site, a Class II bicycle facility on French Camp Road 1.7 miles from the project site, and a Class IV bicycle facility located on El Dorado Street. Class IV bicycle facilities are proposed on Sperry Road, Arch Airport Road, and French Camp Road in the City's Circulation Element. A Class I bicycle path is currently located along portions of Sperry Road.

There are no bicycle facilities at close walking distance from the project site. According to the Stockton Bicycle Master Plan, there are no plans for future bicycle facilities near the project site. The proposed project will not decrease safety or access to the surrounding area, so it will have no impact on bicycle facilities.

Pedestrian Facilities

As described above, there are existing sidewalks to the north of the project site on South McKinley Avenue. The width of the sidewalks are 8 feet. However, there is a sidewalk gap along South McKinley Avenue adjacent to the project site. The proposed project would install sidewalk along this gap. Therefore, the proposed project would be compliant with General Plan Policy TR-1.1 and access to pedestrian facilities from the project site is expected to be adequate.

The proposed project would not conflict with policies in the General Plan or the Stockton Bicycle Master Plan. Therefore, impacts would be less than significant.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Less than significant impact. Vehicle Miles Traveled (VMT) analysis for the proposed project was completed using the General Plan model for the base Cumulative Year and the Cumulative Plus Project Analysis. The City's VMT threshold for office land use is 15 percent below the Citywide average for home-based work VMT per employee. The VMT threshold for other land uses is on a case-by-case basis.

Based on the Institute of Transportation Engineers (ITE) Trip Generation, the estimate daily trips generated by the proposed project would be approximately 378 daily trips.

One of the Traffic Analysis Zones (TAZ) near the area, TAZ 232, contains similar industrial and office land use as the proposed project. The City of Stockton VMT guidelines stipulated use of home-based work (HBW) VMT for the proposed project. The VMT per employee from TAZ 232 was used to

represent the No Build (NB) condition. The VMT per employee for the With Project (WP) condition was then estimated (project TAZ 276). The estimated VMT per employee for the NB and WP is summarized in Table 12 below.

Table 12: VMT per Employee Summary

	TAZ	VMT/HBW	EMP	VMT per Employee
2015 NB	232	8271	401	20.6
2015 WP	276	4782	216	22.1
2040 NB	232	9496	439	21.6
2040 WP	276	4773	216	22.1

Notes:
EMP = employees
NB = No Build condition
TAZ = Traffic Analysis Zones
VMT/HBW = Home Based Work
WP = With Project condition
Source: Advanced Mobility Group. 2022. Traffic Impact Study for Industrial Development @ 6505 South McKinley Avenue East, Stockton, California. March 9.

The City's significance thresholds for daily VMT are 18.56 for the year 2015 and 15.78 for the year 2040. The NB scenario daily VMT per employee estimate without the proposed project was approximately 21.6 for the year 2040. The WP scenario daily VMT per employee estimate was approximately 22.1. The VMT per employee estimate for 2040 in the WP is approximately 40 percent higher than the threshold required by the City. As such, the project would be required to implement several TDM strategies in order to reduce VMT per employee. These TDM strategies and considerations are included in MM TRANS-1. Based on CAPCOA research, the location of the project within an area that is within close proximity to the airport, Downtown Stockton and the Port of Stockton, in combination with the other industrial centers in the vicinity, could reduce VMT by approximately 13 percent. The total anticipated VMT reduction from this and the other TDM strategies would be 38 percent, as shown in Table 13.

Table 13: TDM Reduction Measures

TDM Measure/Strategy	Estimated VMT Reduction	Description
Land Use/Location		
Destination Accessibility	13%	4.2 miles from Downtown/Job Center
Neighborhood/Site Enhancements		
Pedestrian Network Improvements	2%	Project provides pedestrian improvements on-site and connecting off-site
Provide Electric Vehicle Parking	2%	Project provides electric vehicle (EV) charging stations and EV only parking

TDM Measure/Strategy	Estimated VMT Reduction	Description
Commuter Trip Reduction (CTR)		
Required CTR Program	21%	Includes TDM Coordinator, rideshare program, encourage alternative work schedules, trip reduction marketing
Freight Transport Management	4%	Freight Transport Management Program would be used
Price Workplace Parking	2%	Project will implement workplace parking pricing
Total TDM Reduction	38%	–
Notes: * Measures are referenced in "Quantifying Greenhouse Gas Mitigation Measures" report in CAPCOA		

With implementation of MM TRANS-1, impacts would be less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than significant with mitigation incorporated. Collisions reported at study intersections near the project frontage on S McKinley Avenue were obtained from the Statewide Integrated Traffic Records System (SWITRS) database for a period of five years from January 2017 to December 2021. There were 21 crashes reported in this area, with no fatal or severe injuries. The total collisions at the two nearest intersections on French Camp Road/S McKinley Avenue and South McKinley Avenue/Sperry Avenue are one (1) and zero (0) respectively. This is not considered high. As such, the Transportation Impact Analysis (TIA) determined that existing corridor conditions and collision patterns would not necessitate any potential improvement countermeasures at this time.

Access to the project site would be provided by two driveways along South McKinley Avenue. At driveways, a clear line of site should be provided between the vehicle waiting at the driveway and the approaching vehicle. The vehicle waiting to either cross, turn left, or turn right, through the driveway should have sufficient time to make that maneuver without requiring the through traffic to drastically alter their speed.

The recommended sight distance standards include a stopping site distance of 250 feet for a design speed of 35 mph. Field observations conducted for the TIS found that this site distance of both proposed driveways would be compliant with this standard.

In addition, based on Municipal Code Section 16.36.140, the required sight area dimension is a 30 feet by 30 feet sight triangle from the corner of the property line. Any improvements, vegetation, or other obstructions within that sight triangle area must be less than 30 inches from the ground. Sight Distance at both driveways is adequate since all landscaping on South McKinley Avenue would be maintained below 30 inches high.

Furthermore, the TIS evaluates project truck circulation. As a vehicle approach the project site from French Camp Road to the south on South McKinley Avenue East, the vehicle would encounter a horizontal curve on the road that leads to the driveway. Any vehicle driveway northbound might meet a large truck waiting on the median to enter the driveway. Because of the horizontal curve, a fast driving vehicle might not be able to stop in time and could rear end a large truck. As such, MM TRANS-2 requires that trucks only be allowed to exit and not enter the southernmost project driveway.

Because collision risk in the area is low and site distance and truck circulation would be adequate, impacts would be less than significant with mitigation incorporated.

d) Result in inadequate emergency access?

Less than significant impact. The project consists of the construction of a warehouse building and associated office space in a developed area of the City. Emergency preparedness is managed by the City's OES for disaster preparedness, readiness, City departments response, and mitigation.[91] The City adopted its most recent version of its EOP in June 2012. The EOP addresses the City's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The EOP establishes the emergency management organization required to mitigate any significant emergencies and identifies roles and responsibilities required to protect the health and safety of Stockton residents and property. In addition, the EOP establishes operations concepts associated with a field response to emergencies.[92] The EOP recommends that all businesses develop comprehensive emergency plans but does not require them. Adequate emergency access to the project site would be provided by two 35-foot-wide driveways along South McKinley Avenue at the north and south ends of the project site and continue around the perimeter of the proposed building. Furthermore, the TIS evaluated truck circulation at the project site and determined that it would be adequate with implementation of MM TRANS-2. Therefore, it can be assumed that large emergency vehicles would be able to circulate the project site safely. Impacts would be less than significant with mitigation incorporated.

Mitigation Measures

MM TRANS-1 Transportation Demand Management

The project shall implement the following Transportation Demand Management (TDM) strategies as detailed in the Transportation Impact Analysis (TIA):

1. Pedestrian Network Improvements.
   Provide a safe and accessible pedestrian network that links the project site to other areas. The proposed project would provide design elements that enhance walkability and connectivity, including low-speed internal roadways. The

[91] City of Stockton. 2019. Emergency Preparedness. Website: http://www.stocktonca.gov/government/departments/fire/emerge.html. Accessed April 1, 2023.
[92] City of Stockton. June 2012. Emergency Operations Plan.

proposed project will also close the City's sidewalk gap and provide a connection to the City's existing sidewalk network.

2. Electric Vehicle Parking and Neighborhood Electric Vehicle (NEV) Network
   The project will provide NEV parking, charging facilities, striping, and signage.
3. Commuter Trip Reduction Program
   The proposed project would implement a Commuter Trip Reduction (CTR) program. The following strategies would be implemented as part of the program:
   a. Implement a Commuter Trip Reduction Program
      i. TDM Coordinator:
         This person would be responsible for implementing and managing the proposed project's TDM plan, ensure all employees are aware of all available transportation options, and serve as the point of contact for all employees to answer any TDM-related questions. The following services would be provided by the TDM Coordinator:
         - Provide information packets to all new employees.
         - Set up and maintain an on-site and/or online TDM board/kiosk with information on non-auto transportation alternatives and promotional programs.
         - Provide trip planning assistance to employees considering an alternative mode, including carpool/vanpool ride-matching and bicycle buddy matching services.

         The appointed Transportation Coordinator would provide transportation information packets to all new residents and employees upon move-in. The packets would include local and regional bikeway maps, bicycling resources, local and regional transit maps, locations of nearest transit stops, local and regional transit schedules of adjacent routes, trip planning resources, ride-matching/sharing programs, and contact information for the Transportation Coordinator. The new tenant information packets would also be made available to employees via the on-site and/or online TDM board.

      ii. TDM Marketing/TDM board
         The TDM Coordinator will maintain an on-site TDM board with information on transportation alternatives. The information provided should contain information on:
         - Local and regional transit routes
         - Ride-matching services and any available discount/incentive programs
         - Trip planning resources in San Joaquin County and the City of Stockton
         - Safety tips for cyclists and pedestrians

         To be effective, the coordinator will need to update the board with up-to-date information, commuter alerts, and new proposed TDM measures or incentives. Along with this board, the TDM Coordinator will also need to continuously promote TDM measures through marketing. Marketing can be accomplished through the following measures:

- Yearly survey of employees on their modes of transportation to work
- Marketing campaigns/events to encourage alternative travel modes
- Produce courses/guides that promote the benefits of alternative transportation

iii. Ride Sharing/Carpooling

TDM Coordinator would set up a ride sharing/carpooling program that can increase vehicle occupancy and reduces the number of vehicles driving the same trip, resulting in decreased TDM. To encourage carpooling, the proposed project would provide a designated on-site passenger loading space and provide an on-site and/or online message board for coordinating rides.

The coordinator would also provide information on the Van Go! Rideshare service as part of the TDM Board and the new employee guide. This service can be used throughout San Joaquin County and is booked through an online website or mobile application. Up to three people in the group can use this service with the first 5 miles driven costs $4 per person. Any additional miles after those first five miles using the service cost $0.50 per person.

iv. Alternative Work Schedule Program

TDM Coordinator would setup an alternative work schedules program that can help reduce peak-period commute and accommodate ride sharing. Alternative work schedules include:

- Flextime: Employees can work within a given time period rather than a rigid schedule. For example, a company typically working from 8:00 to 4:30 can have some employees work from 7:30 to 4:00 and others from 9:00 to 5:30.
- Compressed Work Week: Employees work longer but fewer days. They can do a 4/40 schedule (four 10-hour work weeks), or a 9/80 schedule (9-hour work days and a day off every two weeks).

a. Price Parking Program

A Price Parking Program is meant to charge employees for parking at the work site instead of providing free parking. By charging for parking, employees will be encouraged to find alternative modes of transportation to work. The revenue received by the price parking program would be used to fund parts of the CTR program.

The parking program would charge daily parking instead of monthly parking to increase parking prices and decrease accessibility of employees paying parking. Employees would pay through an electronic pay box. Guests and employees who only drive occasionally would pay through the TDM Coordinator at the front office/counter.

b. Freight Transport Management

A Freight Transport Management Program would be implemented to mitigate truck traffic and would be coordinated by a Logistics

Manager. This manager can improve fright transportation efficiency with the following measures:

- Improve scheduling and routing to reduce freight vehicle mileage and empty backhauls.
  The Logistics Manager can schedule freight deliveries making sure that they deliver as much shipment as possible. This will reduce the number of freight trips with half hauls or trips with empty backhauls.
- Organize regional delivery systems so fewer vehicle trips are needed to distribute goods.
  The Logistics Manager can contact regional warehouses to allow sharing of resources and freight consolidation. If two warehouses within the same area are delivering similar products, they can coordinate and share a single truck instead of using two trucks for the delivery.
  Implement weight distance charges.
  A special impact fee would be charged to freight based on the number of miles traveled.
- Change freight delivery times to reduce congestion.
  The Logistics Manager would schedule more truck deliveries between the off-peak hours instead of peak hours.

MM TRANS-2 The proposed project shall only allow trucks to exit and not enter from the southernmost project driveway in order to prevent collisions.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.18 Utilities and Service Systems *Would the project:*				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Environmental Evaluation

Setting

Water

The project area is served by COSMUD. COSMUD obtains its water from the San Joaquin River, the Eastern San Joaquin Groundwater Subbasin and from the SEWD. Surface water from the San Joaquin River is diverted at the Intake Pump Station on Empire Tract in the Sacramento-San Joaquin Delta and treated at the City's Delta Water Treatment Plant (DWTP), with supplemental surface water from the Mokelumne River diverted and conveyed by Woodbridge Irrigation District (WID), and treated at the City's DWTP, when the City's supplies from the San Joaquin River are curtailed. Water provided by SEWD is treated surface water from the New Melones (Stanislaus River) and New Hogan (Calaveras River) Reservoirs.[93]

[93] City of Stockton Municipal Utilities Department. 2021. Water Master Plan Update. January.

Wastewater

The Stockton RWCF provides primary, secondary, and tertiary treatment of municipal wastewater collected from the City. The project site does not currently have access to a wastewater line.

Stormwater

The project site is currently entirely pervious surfaces.

Solid Waste

The project site is in the Waste Management service area for waste pickup services. Solid waste collected by Waste Management is taken to the Forward Landfill in Manteca or the North County Landfill in Lodi. Construction and demolition material and some commercial loads are processed at the East Stockton Transfer Station. Residuals form the East Stockton Transfer Station are disposed at Forward Landfill.[94]

Electricity and Gas

PG&E would provide electricity and gas to the project site.

Would the project:

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than significant impact.

Water

The project site is currently within the service are for the Stockton potable water system, and connection to the system will be available upon annexation. The proposed project would install a 16-inch water line parallel to the existing water lines in South McKinley Avenue. Prior to issuance of building permits, the applicant would be required to submit information regarding new on-site infrastructure and any modifications to the existing water infrastructure. The applicant would be required to pay a water service connection fee to COSMUD. Any construction of water infrastructure would be required to comply with the utility construction BMPs established from an SWPPP. COSMUD adopted their Water Master Plan Update (WMPU) in January 2021. The WMPU outlines strategies and plans to increase water delivery capacity in order to meet the anticipated demand in COSMUDs service area. As such, impacts would be less than significant.

Wastewater

The proposed project would extend a 10-inch sanitary sewer line connecting to a 24-inch sanitary sewer line extending approximately 2,400 feet north of the project site near the intersection at Sperry Road (Exhibit 6). Arch Airport Road and South McKinley Avenue, approximately 2,000-feet north of the project site. On-site sewer lines would be installed to provide service to future development, and the on-site system would connect to the proposed sewer extension. An on-site

[94] City of Stockton. June 2018. Envision Stockton 2040 General Plan Update and Utility Master Plan Supplements Draft EIR.

pump station would be included in the proposed extension. The proposed project would be required to pay a sewer connection fee. Impacts related to this extension of the sanitary sewer line are evaluated as off-site improvements in all Sections 2.1 through 2.19 of this document. Furthermore, the applicant would be required to pay a sewer hook-up fee. As such, impacts would be less than significant.

Stormwater

The proposed project would create pervious surfaces on a large portion of the project site, which would cause increased stormwater runoff, and require the construction of stormwater control infrastructure. The proposed project would direct stormwater to an underground mechanical stormwater treatment facility including two parallel underground storage pipes, where water quality treatment would occur. Then, water would be directed to the existing ditch north of the project site, which eventually leads to French Camp Slough. The mechanical treatment process would be designed to treat stormwater volumes of up to 21,000 cubic feet. Furthermore, the proposed project would construct a sidewalk and gutter to collect stormwater runoff from McKinley Avenue. The street runoff would be direct to proposed storm pipes within McKinley Avenue. Therefore, impacts would be less than significant.

Electricity and Natural Gas

The project site would be serviced by PG&E for electricity and gas. The proposed project site would connect to existing overhead electricity lines at South McKinley Avenue. The proposed design of the building does not provide a natural gas service connection.

For the reasons described above impacts would be less than significant.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than significant impact. The proposed project would develop 179,000 square feet of warehouse space and 5,000 square feet of office space on a vacant site. This would result in an increase in potable water usage at the project site. Table 14 below shows COSMUD's supply and demand projections through the year 2040 for normal, single dry, and multiple dry years.

Table 14: Water Supply Demand Comparison for Normal, Single Dry, and Multiple Dry Years in the COSMUD Service Area

COSMUD Water Supply/Demand	2025	2030	2035	2040
Normal Year				
Supply	75,700	75,700	92,100	92,100
Demand	36,856	39,217	41,749	44,465
Difference	*38,844*	*36,483*	*50,351*	*47,635*
Single Dry Year				
Supply	69,700	69,700	86,100	86,100

COSMUD Water Supply/Demand	2025	2030	2035	2040
Demand	36,856	39,217	41,749	44,465
Difference	*32,844*	*30,483*	*44,351*	*41,365*
Multiple Dry Year				
Supply	69,700	69,000	86,100	86,100
Demand	36,856	39,217	41,749	44,465
Difference	*32,844*	*30,483*	*44,351*	*41,635*

Source: City of Stockton. June 2018. Envision Stockton 2040 General Plan Update and Utility Master Plan Supplements Draft EIR.

As shown above, COSMUD is expected to have a surplus water supply through the year 2040, even under the multiple dry year scenario. The projected water demand for the proposed project is 16 acre-feet annually. As such, it can be expected that COSMUD would have enough water supplies to provide the amount of water that would be needed for operation of the proposed project. Impacts would be less than significant.

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than significant impact. The project site is not presently connected to a wastewater collection and treatment system and contains no individual wastewater disposal systems. Once the project site is annexed into the City, it would be served by the City's existing wastewater collection and treatment system. The proposed project would convert vacant land to 179,000 square feet of warehouse space and 5,000 square feet of office space, which would increase wastewater usage on-site. The RWCF has the capacity to treat 55 million gallons of sewage per day.[95] Currently, the RWCF collects and treats an average of 33 million gallons of wastewater daily (mgd). The General Plan EIR predicts an average dry weather flow of 40.2 mgd for the year 2035 and 46.3 mgd in the year 2045.[96] The proposed project is expected to generate 16 acre-feet or approximately 0.01 mgd per day, which is less than 0.001 percent of the expected dry weather flow in 2035. Therefore, it can be assumed that there is wastewater treatment capacity for the proposed project. Impacts would be less than significant.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than significant impact. Significant impacts could occur if the proposed project would exceed the existing permitted landfill capacity or violate federal, State, and local statutes and regulations. As described above, Waste Management would provide solid waste pickup services for the project site. Construction waste would be taken to the East Stockton Transfer Station before being taken to

[95] City of Stockton. Wastewater (Sewer). Website: http://www.stocktonca.gov/government/departments/municipalUtilities/utilSewer.html. Accessed January 31, 2023.
[96] City of Stockton. 2018. Envision Stockton 2040 General Plan Update and Utility Master Plan Supplements Draft EIR. June.

Forward Landfill. Operational Waste would be taken to either Forward Landfill or the North County Landfill & Recycling Center. As shown in Table 15 below, the total remaining capacity between the two landfills is expected to be 60,120,669.

Table 15: Landfill Capacities

Facility	Max Permitted Throughput (tons per day)	Maximum Permitted Capacity (cubic yards)	Remaining Capacity (cubic yards)
Forward Landfill	8,668	59,160,000	24,720,669
North County Landfill and Recycling Center	835	41,200,000	35,400,000
Total	**9,503**	**100,360,000**	**60,120,669**

Source: CalRecycle. SWIS Facility/Site Search. Website: https://www2.calrecycle.ca.gov/SolidWaste/Site/Search. Accessed January 31, 2023.

Because no demolition is required at the project site, the proposed project is not expected to generate a substantial amount of construction water. According to CalRecycle, warehouse uses typically produce 1.42 pounds of waste per 100 square feet per day and office uses typically produce 0.6 pounds per 100 square feet per day. The proposed project would develop 179,000 square feet of warehouse space and 5,000 square feet of office space. Therefore, it can be expected to produce 284.18 pounds of solid waste of 0.14 tons per day.[97] This is less than 0.001 percent of the daily permitted throughput at Forward Landfill and North County Landfill combined, and would thus have a negligible impact on the landfills' capacity. Therefore, there would be sufficient capacity to dispose of waste generated from the proposed project, and impacts would be less than significant.

e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?

Less than significant impact. AB 939 requires local jurisdictions to achieve at least a 50 percent solid waste diversion rate. Stockton Municipal Code Section 8.28.060 requires diversion of at least 50 percent of solid waste generated by construction, demolition, or renovation. AB 1826 requires recycling of organic matter by businesses that generate amounts over 2 cubic yards of solid waste per week. The proposed project would produce approximately 284.18 pounds of solid waste. According to the EPA, 1 cubic yard of uncompacted municipal solid waste is approximately 138 pounds. This means that the proposed project would produce slightly over 2 cubic yards of solid waste.[98] As such, the proposed project would be required to comply with AB 1826 by providing recycling for organic matter. Impacts would be less than significant.

Mitigation Measures

None required.

[97] (179,000 square feet of warehouse space*1.42 pounds of solid waste/100 square feet/1 day) + (5,000 square feet of office space*0.6 pounds of solid waste/100 square feet/ 1 day) = 284.18 pounds of solid waste per day = .14209 tons

[98] United States environmental Protection Agency. 2016. Volume-to-Weight Conversion Factors for Solid Waste. Website: https://www.epa.gov/sites/default/files/2016-04/documents/volume_to_weight_conversion_factors_memorandum_04192016_508fnl.pdf. Accessed February 9, 2022.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.19 Wildfire *If located in or near State Responsibility Areas or lands classified as Very High Fire Hazard Severity Zones, would the project:*				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

Environmental Evaluation

Setting

A State Responsibility Area (SRA) is an area of the State in which the financial responsibility of preventing and suppressing fires has been determined by the California Department of Forestry and Fire Protection (CAL FIRE) pursuant to Public Resources Code Section 4125, to be primarily the responsibility of the State. A Local Responsibility Area (LRA) is an area designated by CAL FIRE pursuant to Government Code Section 51178 that is not within an SRA and is managed at the local level. The proposed project is located in an LRA.[99]

Figure 4.8-1 of the General Plan illustrates that there are no High or Very High FHSZs in the City and its SOI. However, approximately 945 acres classified Moderate FHSZ are scattered throughout the City and its SOI. The project site is not located in any of the Moderate FHSZ areas.

[99] California Department of Forestry and Fire Protection (CAL FIRE). 2009. Contra Costa County: Very High Fire Hazard Severity Zones in LRA As Recommended By CAL FIRE. Website: https://osfm.fire.ca.gov/media/6660/fhszl_map7.pdf. Accessed April 1, 2023.

Would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

Less than significant impact. The City adopted its most recent version of its EOP in June 2012. The EOP addresses the City's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The EOP establishes the emergency management organization required to mitigate any significant emergencies and identifies roles and responsibilities required to protect the health and safety of Stockton residents and property. The EOP recommends that all businesses develop comprehensive emergency plans but does not require them. [100]

The closest fire station to the project site is Stockton Fire Station 5, located approximately 1.9 miles northwest at 3499 Manthey Road. Adequate emergency access to the project site would be provided by two 35-foot-wide driveways along South McKinley Avenue at the north and south ends of the project site and continue around the perimeter of the proposed building. Therefore, impacts would be less than significant.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less than significant impact. As described above, the project site is not located in a FHSZ. The project site is located in an urbanized area and is relatively flat. Additionally, the proposed project would require the removal of undeveloped lands and vegetation, reducing the risk of wildfires. The proposed project would be reviewed and approved by the SFD for compliance with the California Building, Electrical, Fire, and Mechanical Codes, pursuant to Municipal Code Section 2.68.040.[101] Because the project site is not in an area that is at risk of wildland fires as designated by CAL FIRE, is located near developed areas, and would require removal of undeveloped lands and vegetation, impacts would be less than significant.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Less than significant. The proposed project would consist of new construction on a currently vacant and undeveloped site. The proposed project would connect to existing underground water lines, overhead electric lines, and telephone lines on South McKinley Avenue. The proposed project would require a 4-foot-deep trench for a new sewer line and new water main in South McKinley Avenue, extending approximately 2,400 feet deep north of the site, near the intersection of Sperry Road. However, the new sewer line would be underground in an already urbanized area and would not exacerbate fire risk. Additionally, the proposed project would follow all requirements of the CBC and

[100] City of Stockton. June 2012. Emergency Operations Plan.
[101] City of Stockton. 2022. Stockton, Municipal Code, Charter, and Civil Service Rules. Section 2.78.040 Fire Prevention Division-Established.

Municipal Code Section 2.68.040.[102] Therefore, infrastructure resulting from the proposed project would not exacerbate fire risks. Impacts would be less than significant.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Less than significant impact. As described above, the project site is not located in a FHSZ. The project site is located partially within a FEMA 500-year Flood Zone and partially within a FEMA 100-year Flood Zone.[103] However, as described in Section 2.10, Hydrology and Water Quality, impacts related to flooding would be mitigated to a less than significant level. Furthermore, the project site is relatively flat and, as described in Section 2.7, Geology and Soils, the project site is not subject to landslide risks. Therefore, the proposed project would not be subject to landslides or post-slope fire instability and impacts would be less than significant.

Mitigation Measures

None required.

[102] City of Stockton. 2022. Stockton, Municipal Code, Charter, and Civil Service Rules. Section 2.78.040 Fire Prevention Division-Established.

[103] Federal Emergency Management Agency (FEMA). FEMA's National Flood Hazard Layer (NFHL) Viewer. Website: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd. Accessed May 16, 2022.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.20 Mandatory Findings of Significance				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Environmental Evaluation

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less than significant impact with mitigation incorporated. The proposed project would have the potential to impact several special-status wildlife species and other SJMSCP-covered species (valley elderberry longhorn beetle, western pond turtle, giant garter snake, tricolored blackbird, burrowing owl, Swainson's hawk, white-tailed kite, loggerhead shrike, song sparrow, least Bell's vireo, longfin smelt, and Delta smelt). However, MM BIO-1 requires that the applicant obtain an SJMSCP permit from SJCOG and implement all requirements and conditions stated in the permit. MM BIO-2a requires a Construction General Permit from the RWQCB and stormwater planning documents to protect water quality and riparian habitat. MM BIO-2b prohibits work within the riparian corridor and creek bed or banks. MM BIO-2c requires establishment of a long-term water quality maintenance plan and permanent fencing around the riparian area. MM BIO-3 requires pre-construction surveys and potential avoidance buffers for the protection of active bird nests.

Implementation of these mitigation measures would protect the listed wildlife species and reduce impacts to a less than significant level.

Furthermore, the proposed project could have an impact on French Camp Slough, which is a protected water through federal and State regulations. However, MMs BIO-2a through MM BIO-2c described above would reduce these impacts to a less than significant level.

The proposed project could harm potential nursery sites for several species in French Camp Slough. However, MM BIO-4 requires roosting bat pre-construction surveys and implementation of any necessary avoidance measures. MM BIO-5 requires minimization of light impacts into French Camp Slough. MM BIO-6 requires submittal of a tree report to the City and, if required by SJCOG, implementation of valley oak woodland mitigation. Implementation of these mitigation measures as well as MM BIO-1 through MM BIO-3 would reduce this impact to a less than significant level.

Lastly, the proposed project has the potential to damage previously undiscovered archaeological resources, human remains, or TCRs. However, MM CUL-1 requires full-time archaeological monitoring during ground disturbance and procedures to follow in case of an inadvertent discovery of archaeological or historic resources. MM CUL-2 outlines procedures for the event of an accidental discovery of human remains. Implementation of these mitigation measures would reduce impacts to a less than significant level.

With implementation of the mitigation measures described above, the proposed project would not substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than significant impact with mitigation incorporated. The proposed project could contribute to a cumulative impact on special-status wildlife species and other SJMSCP-covered species. However, implementation of MM BIO-1 through MM BIO-6, as described above, would reduce these impacts to a less than significant level.

Furthermore, the proposed project has the potential to create a significant cumulative impact through direct GHG emissions from on-site area sources and vehicle trips generated by the proposed project, and indirectly through off-site energy production required for on-site activities, water use, and waste disposal. However, MM GHG-1a through MM GHG-1f require various building, equipment, and landscaping features that would reduce impacts to a less than significant level.

The proposed project has the potential to create a significant cumulative impact related to the release of hazardous materials into the environment resulting from disturbance of on-site AST and

soil and concrete debris piles of unknown origins. However, MM HAZ-1 requires the applicant to contract a qualified firm to complete the Phase II ESA and implement all recommended measures. This would reduce the impact to a less than significant level.

Lastly, the proposed project has the potential to create a significant cumulative impact related to VMT. However, MM TRANS-1 requires several TDMs that would reduce impacts to a less than significant level.

With implementation of the MMs described above, the proposed project would not have impacts that are cumulatively considerable.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than significant impact with mitigation incorporated. Based on the information provided in the Project Description and the responses to Sections 2.1 through 2.19 of this Draft IS/MND, the proposed project would not cause substantial adverse effects on human beings, either directly or indirectly, because the project's potential impacts would be mitigated to a less than significant level. With implementation of all mitigation measures discussed herein, the proposed project would not result in substantial adverse effects on human beings.

Mitigation Measures

Implementation of MM BIO-1, MM BIO-2a through MM BIO-2c, MM BIO-3, MM BIO-4, MM BIO-5, MM BIO-6, MM CUL-1, MM CUL-2, MM GHG-1a through MM GHG-1f, MM HAZ-1, and MM TRANS-1.

SECTION 3: LIST OF PREPARERS

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Advanced Mobility Group

Traffic Impact Study

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South McKinley Avenue East Industrial Project

Responses to Comments

SECTION 1: RESPONSES TO WRITTEN COMMENTS

1.1 - List of Authors

A list of public agencies, organizations, and individuals that provided comments on the Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND) is presented below. Each comment has been assigned a code. Individual comments within each communication have been numbered so comments can be cross-referenced with responses. Following this list, the text of the communication is reprinted and followed by the corresponding response.

Author **Author Code**

Local Agencies

Central Valley Regional Water Quality Control Board ..... CVRWQCB

Organizations

Adams Broadwell Joseph & Cardozo ADAMSBROADWELL-1
Adams Broadwell Joseph & Cardozo ADAMSBROADWELL-2
Adams Broadwell Joseph & Cardozo ADAMSBROADWELL-3
Blum, Collins & Ho LLP..... BLUM-1
Mitchell M. Tsai TSAI-1

1.2 - Responses to Comments

1.2.1 - Introduction

Although a lead agency is not required to provide written responses to comments on proposed Negative Declarations (NDs) or Mitigated Negative Declarations (MNDs) under the California Environmental Quality Act (CEQA), the City of Stockton has evaluated the comments received on the South McKinley Avenue East Industrial Project (State Clearinghouse No. 2024081317) (proposed project) Draft IS/MND and has elected to provide responses to the following significant environmental comments. None of the comments received results in substantial revisions to the Draft IS/MND or the need to recirculate the Draft IS/MND, or triggers the need to prepare an Environmental Impact Report (EIR).

1.2.2 - Comment Letters and Responses

The comment letters reproduced in the following pages follow the same organization as used in the List of Authors.

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CALIFORNIA Water Boards

GAVIN NEWSOM
GOVERNOR

YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

30 September 2024

Nicole Moore
City of Stockton
345 North El Dorado Street
Stockton, CA 95202
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COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, SOUTH MCKINLEY AVENUE EAST INDUSTRIAL PROJECT, SCH#2024081317, SAN JOAQUIN COUNTY

Pursuant to the State Clearinghouse's 29 August 2024 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the South McKinley Avenue East Industrial Project, located in San Joaquin County. 1

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38. 2

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by

the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website: http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/ 2 CONT

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at: https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_201805.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State. 3

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at: 4

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml 4 CONT

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250. 5

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/ 6

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/ 7

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

7 CONT

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge. 8

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf 9

NPDES Permit

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/help/permit/ 10

If you have questions regarding these comments, please contact me at (916) 464-4684 or Peter.Minkel2@waterboards.ca.gov.

Peter G. Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

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State Agencies

Central Valley Regional Water Quality Control Board (CVRWQCB)

Response to CVRWQCB-1
The comment provides introductory remarks. No response is required.

Response to CVRWQCB-2
The comment summarizes information related to the Basin Plans under the commenting agency's jurisdiction. No response is required.

Response to CVRWQCB-3
The comment summarizes information related to the Antidegradation Policy and states that the environmental review document should discuss potential impacts to surface and groundwater quality. The Draft IS/MND discusses potential impacts related to hydrology and water quality in Section 2.10, pages 100 to 105. No further response is required.

Response to CVRWQCB-4
The comment summarizes information related to the Construction General Permit and preparation of a stormwater pollution prevention plan (SWPPP). The City and applicant acknowledge that preparation of a SWPPP will be required as part of the permitting process prior to the start of construction, as required by Mitigation Measure (MM) BIO-2a. No further response is required.

MM BIO-2a Avoidance and Minimization of Indirect Temporary Impacts to Water Quality and Riparian Habitat

The project applicant shall obtain a Construction General Permit from the Regional Water Quality Control Board (RWQCB). The applicant shall ensure that the project Civil Engineer prepares all required stormwater planning documents consistent with the requirements of the RWQCB (e.g., a Storm Water Pollution Prevention Plan [SWPPP] that complies with current National Pollutant Discharge Elimination System [NPDES]; Best Management Practices [BMPs] to control the pollutants in stormwater runoff, and/or a Storm Water Management Plan [SWMP]) shall be developed and integrated into the project plan.

Response to CVRWQCB-5
The comment summarizes information related to the Clean Water Act Section 404 permit process. As discussed in Section 2.4, Biological Resources of the Draft IS/MND (pages 52 through 66), the proposed project would not affect waters of the United States such that permitting under Section 404 would be required. No further response is required.

Response to CVRWQCB-6
The comment summarizes information related to the Clean Water Act Section 401 permit process.

As discussed in Section 2.4, Biological Resources of the Draft IS/MND (pages 52 through 66), no direct impacts are proposed to French Camp Slough. However, the construction and operation of the proposed project could have indirect impacts on the water quality of French Camp Slough and downstream reaches through sediment and polluted stormwater runoff. Therefore, the proposed project could result in potential impacts on State and federally protected waters.

With implementation of MM BIO-2, the proposed project would implement all water quality protection measures imposed by the San Joaquin Council of Governments (SJCOG) and the RWQCB, and therefore any potential indirect impacts on receiving waters would be reduced to less than significant. No further response is required.

Response to CVRWQCB-7
Refer to Response to CVRWQCB-6. No further response is required.

Response to CVRWQCB-8
The comment summarizes information related to waste discharge requirements. The City and applicant acknowledge that additional permitting through CVRWQCB would be required if construction or groundwater dewatering is proposed. No further response is required.

Response to CVRWQCB-9
The comment summarizes information related to the National Pollutant Discharge Elimination System (NPDES) Permit. The City and applicant acknowledge that preparation of a NPDES will be required as part of the permitting process prior to the start of construction, as required by MM BIO-2a. See also Response to CVRWQCB-4. No further response is required.

Response to CVRWQCB-10
See response to CVRWQCB-9. No further response is required.

September 17, 2024

Via Email and U.S. Mail

Stephanie Ocasio, Director
Community Development Department
City of Stockton
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Stockton, CA 95202
Email: planning@stocktonca.gov

City Clerk
Office of the City Clerk
City of Stockton
425 N El Dorado St.
Stockton, CA 95202
Email: City.Clerk@stocktonca.gov

Via Email Only

Nicole Moore, Contract Planner
Email: Nicole.Moore.CTR@stocktonca.gov

Re: Public Records Act Request – South McKinley Avenue East Industrial Project (SCH No. 2024081317)

Dear Ms. Ocasio, City Clerk, and Ms. Moore:

We are writing on behalf of San Joaquin Residents for Responsible Development ("San Joaquin Residents") to request a copy of any and all public records referring or related to the South McKinley Avenue East Industrial Project (SCH No. 2024081317) ("Project") proposed by GO Industrial ("Applicant"). This request includes, but is not limited to, any and all file materials, applications, correspondence, resolutions, memos, notes, analysis, email messages, files, maps, charts, and any other documents related to the Project. 1

This request is made pursuant to the **California Public Records Act** (Government Code §§ 7920.000, *et seq*.). This request is also made pursuant to Article I, section 3(b) of the California Constitution, which provides a Constitutional right of access to information concerning the conduct of government. Article I, section 3(b) provides that any statutory right to information shall be broadly construed to provide the greatest access to government information and further requires that any statute that limits the right of access to information shall be narrowly construed. 2

The proposed Project includes the construction of a 184,166-square foot industrial building for warehouse and office use. The site is currently vacant, previously agricultural, land in San Joaquin County within the sphere of influence of the City of Stockton, which would annex the site as part of the project approval. The site is located at 6505 South McKinley Avenue East. Regional access to the site is provided by Interstate 5 and State Route 99. (APN 193-02-034) 3

We request access to the above records in their original form, as maintained by the agency.[1] Pursuant to Government Code Section 7922.570, if the requested documents are in electronic format, please upload them to a file hosting program such as Dropbox, NextRequest or a similar program. Alternatively, if the electronic documents are 10 MB or less (or can be easily broken into sections of 10 MB or less), they may be emailed to me as attachments. 4

We will pay for any direct costs of duplication associated with filling this request up to $200.[2] However, please contact me with a cost estimate before copying/scanning the materials. 5

Please use the following contact information for all correspondence: 6

U.S. Mail
Alex Stukan
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080-7037

Email
astukan@adamsbroadwell.com

If you have any questions, please call me at (650) 589-1660 or email me at the address above. Thank you for your assistance with this matter.

Sincerely,

Alex Stukan
Paralegal

AES:acp

[1] Gov. Code § 7922.570; *Sierra Club v. Super. Ct.* (2013) 57 Cal. 4th 157, 161-62.
[2] Gov. Code §§ 7922.530, 7922.575; *North County Parents v. Dept. of Education* (1994) 23 Cal.App.4th 144; *County of Los Angeles v. Super. Ct.* (2000) 82 Cal.App.4th 819, 826.

Adams Broadwell Joseph & Cardozo (ADAMSBROADWELL-1)

Response to ADAMSBROADWELL-1-1
This comment relates to commenter's request for documents that was voluntarily withdrawn on November 8, 2024. In withdrawing the records request, commenter specifically acknowledged that relevant documents were available online. Accordingly, the records request is not operative or applicable. Additionally, the City notes that a request for records did not raise any environmental issues or provide comment on the Draft IS/MND and is therefore outside the purview of CEQA. No further response is required.

Response to ADAMSBROADWELL-1-2
This comment relates to a request for documents that was voluntarily withdrawn by commenter on November 8, 2024.

The City notes that all documents incorporated by reference were available for public review pursuant to CEQA's requirements. For the documents referenced in the Draft IS/MND, website addresses are available within the footnotes. No further analysis is warranted.

Response to ADAMSBROADWELL-1-3
This comment consists of introductory information summarizing the commenter's understanding of the proposed project. This summary does not raise any environmental issues related to the proposed project or the Draft IS/MND and no further response is required.

Response to ADAMSBROADWELL-1-4
The comment concerns a request for records that was withdrawn and no longer applicable. The request for records does not raise any environmental issues and is outside the purview of CEQA. No further analysis is warranted.

Response to ADAMSBROADWELL-1-5
The commenter states their willingness to pay for certain duplication costs. This comment does not raise any environmental issues and is outside the purview of CEQA. No response is required.

Response to ADAMSBROADWELL-1-6
The commenter provides contact information. No response is required.

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September 17, 2024

Via Email and U.S. Mail
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Stockton, CA 95202
Email: planning@stocktonca.gov

Via Email Only
Nicole Moore, Contract Planner
Email: Nicole.Moore.CTR@stocktonca.gov

Re: Request for Immediate Access to Documents Referenced in the Mitigated Negative Declaration – South McKinley Avenue East Industrial Project (SCH No. 2024081317)

Dear Ms. Ocasio and Ms. Moore:

We are writing on behalf of San Joaquin Residents for Responsible Development ("San Joaquin Residents") to request ***immediate access*** to any and all documents referenced, incorporated by reference, and relied upon in the Draft Mitigated Negative Declaration ("MND") prepared for the South McKinley Avenue East Industrial Project (SCH No. 2024081317) ("Project") proposed by GO Industrial ("Applicant"). *This request excludes a copy of the MND and its appendices. This request also excludes any documents that are currently available on the City of Stockton's website as of today's date*.[1] 1

The proposed Project includes the construction of a 184,166-square foot industrial building for warehouse and office use. The site is currently vacant, previously agricultural, land in San Joaquin County within the sphere of influence of the City of Stockton, which would annex the site as part of the project approval. 2

[1] Accessed https://www.stocktonca.gov/business/planning___engineering/other_projects_environmental.php#collapse1930b21 on September 16, 2024.

The site is located at 6505 South McKinley Avenue East. Regional access to the site is provided by Interstate 5 and State Route 99. (APN 193-02-034) **2 CONT**

Our request for ***immediate access*** to all documents referenced in the MND is made pursuant to the California Environmental Quality Act ("CEQA"), which requires that all documents referenced, incorporated by reference, and relied upon in an environmental review document be made available to the public for the entire comment period.[2] **3**

If the requested documents are in electronic format, please upload them to a file hosting program such as Dropbox, NextRequest or a similar program. Alternatively, if the electronic documents are 10 MB or less (or can be easily broken into sections of 10 MB or less), they may be emailed as attachments. We will pay for any direct costs of duplication associated with filling this request up to $200. However, please contact me with a cost estimate before copying/scanning the materials. **4**

Please use the following contact information for all correspondence:

5

U.S. Mail
Alex Stukan
Adams Broadwell Joseph & Cardozo
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astukan@adamsbroadwell.com

If you have any questions, please call me at (650) 589-1660 or email me at the address above. Thank you for your assistance with this matter.

Sincerely,

Alex Stukan
Paralegal

AES:acp

[2] *See* Public Resources Code § 21092(b)(1) (stating that "all documents referenced in the… negative declaration" shall be made "available for review"); 14 Cal. Code Reg. § 15072(g)(4) (stating that all documents incorporated by reference in the MND . . . shall be readily accessible to the public"); see also *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 442, as modified (Apr. 18, 2007) (EIR must transparently incorporate and describe the reference materials relied on in its analysis); *Santiago County Water District v. County of Orange* (1981) 118 Cal.App.3rd 818, 831 ("[W]hatever is required to be considered in an EIR must be in that formal report. . ."), internal citations omitted.

Adams Broadwell Joseph & Cardozo (ADAMSBROADWELL-2)

Response to ADAMSBROADWELL-2-1

This comment relates to a request for documents that was formally withdrawn on November 8, 2024. In withdrawing the records request, commenter specifically acknowledged that relevant documents were available online. Accordingly, the records request is not operative or applicable. For informational purposes, the City notes that, as discussed in Response to ADAMSBROADWELL1-2, all documents incorporated by reference were available for public review pursuant to CEQA requirements. For the documents referenced in the Draft IS/MND, website addresses are available within the footnotes. No environmental issues related to the proposed are raised in this comment and no further analysis is warranted.

Response to ADAMSBROADWELL-2-2

This comment consists of introductory information summarizing the commenter's understanding of the proposed project. This summary does not raise any environmental issues related to the proposed project and no further response is required.

Response to ADAMSBROADWELL-2-3

CEQA makes a distinction between documents cited in an EIR and those specifically incorporated by reference (*see El Morro Community Ass'n v. Department of Parks & Recreation* (2004) 122 CA4th 1341, n.5.) CEQA Guidelines Section 15150(b) requires that documents incorporated by reference in an EIR be available for inspection together with the EIR. All documents incorporated by reference were available for public review pursuant to CEQA requirements. For the documents referenced in the Draft IS/MND, website addresses are available within the footnote. No further analysis is warranted.

Response to ADAMSBROADWELL-2-4

The commenter states their willingness to pay for certain duplication costs. No response is required.

Response to ADAMSBROADWELL-2-5

The commenter provides contact information. No response is required.

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September 26, 2024

Via Email and Overnight Mail
Stephanie Ocasio, Director
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425 N. El Dorado St.
Stockton, CA 95202
Email: planning@stocktonca.gov

Via Email Only
Nicole Moore, Contract Planner
Email: Nicole.Moore.CTR@stocktonca.gov

Re: Request to Extend MND Public Comment Period / Untimely Response to CEQA Reference Request - South McKinley East Industrial Project IS/MND (SCH No. 2024081317)

Dear Ms. Moore and Ms. Ocasio:

On behalf of San Joaquin Residents for Responsible Development ("San Joaquin Residents") we respectfully request that the City of Stockton ("City") extend the public review and comment period on the Mitigated Negative Declaration ("MND") for the South McKinley East Industrial Project (SCH Number 2024081317) ("Project") proposed by GO Industrial ("Applicant")[1] **by at least 30 days** due to the City's failure to provide timely access to the supporting documents for the MND. This request is made pursuant to the California Environmental Quality Act ("CEQA") which requires that "all documents referenced in the draft environmental impact report or negative declaration" be available for review and "readily accessible" during the entire comment period.[2] 1

[1] City of Stockton, Initial Study/Mitigated Negative Declaration for the South McKinley Avenue East Industrial Project (hereinafter "MND") (August 29, 2024) available at https://ceqanet.opr.ca.gov/2024081317
[2] PRC §§ 21092(b)(1) (emphasis added); 14 Cal. Code Regs. ("CCR") § 15072(g)(4).

The Project proposes annexation of the Project site located at 6505 South McKinley Avenue East in San Joaquin County within the sphere of influence of the City of Stockton, and construction of a 184,166 square-foot industrial building for warehouse and office use. 2

The MND was released for public review on August 30, 2024. The public review and comment period currently ends on September 30, 2024.[3] 3

On September 17, 2024, San Joaquin Residents submitted a letter to the City pursuant to CEQA Section 21092(b)(1) requesting ***"immediate access to any and all documents referenced or relied upon***" in the MND ("MND Request").[4] Additionally, on September 17, 2024, San Joaquin Residents submitted a separate letter to the City pursuant to California Public Records Act ("CPRA"), Government Code §§ 6250, et seq. and Article I, section 3(b) of the California Constitution, requesting access to "***any and all public records referring or related***" to the Project ("PRA Request").[5] The MND Request and the PRA Request were sent separately to avoid confusion as to what documents and records were sought. 4

To date, the City has not acknowledged, nor provided documents in response to, the MND Request nor the PRA Request. 5

A. CEQA Violations

CEQA requires that "all documents referenced" – and the CEQA Guidelines require that "all documents incorporated by reference" – in a mitigated negative declaration shall be "readily accessible to the public during the lead agency's normal working hours" during the entire public comment period.[6] Further, a CEQA document may not rely on hidden studies or documents that are not provided to the 6

[3] City of Stockton, Initial Study/Mitigated Negative Declaration for the South McKinley Avenue East Industrial Project (hereinafter "MND") (August 29, 2024) available at https://ceqanet.opr.ca.gov/2024081317

[4] **Exhibit A:** Letter from ABJC re Request for Immediate Access to Documents Referenced in the Mitigated Negative Declaration – South McKinley Avenue East Industrial Project (SCH No. 2024081317) (September 17, 2024).

[5] **Exhibit B:** Letter from ABJC re Public Records Act Request – South McKinley Avenue East Industrial Project (SCH No. 2024081317) (September 17, 2024).

[6] Pub. Resources Code § 21092(b)(1); 14 C.C.R. § 15072(g)(4); see *Ultramar v. South Coast Air Quality Man. Dist*. (1993) 17 Cal.App.4th 689, 699.

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public.[7] **The City is in violation of these requirements because the City has failed to provide San Joaquin Residents with access to the MND reference documents despite a timely request for access that was made over one week ago**. 6 CONT

Without access to these critical MND reference documents during the public comment period on the MND, San Joaquin Residents and other members of the public are precluded from having the meaningful opportunity to comment on the MND that is required by CEQA. The City's failure to make the underlying MND documents available during the entire comment period makes public review particularly burdensome in this case because of the MND's reliance on missing documents for significance determinations and mitigation measures to address the Project's air quality, health risk, and biological resources impacts, for example. 7
Without having access to these documents, San Joaquin Residents and other members of the public are unable to evaluate the accuracy of the City's impact analysis, or the efficacy of the City's proposed mitigation measures. Additionally, 8
the size of the MND and the Project's complexity make it difficult to effectively comment on the MND without the referenced documents by the current comment deadline of September 30, 2024.

During review of the MND, San Joaquin Residents have identified a number of documents and files that are referenced and relied upon in the MND which are not accompanied by weblinks and to which San Joaquin Residents' has not been provided access in response to the MND Request. These reference documents are 9
critical to understanding and commenting on the MND's analysis of the Project's impacts to several critical resource areas, including, in particular, the analysis of the Project's air quality, health risk, wildfire, and biological impacts. The missing reference documents include, but are not limited to, the following:

- All unlocked, native format, CalEEMOD input files used for Project construction and operational emissions analysis, and any other unlocked emissions modeling input files relied on in Appendix A.
- All unlocked, native format, AERMOD and HARP2 input files used for Project construction and operational health risk analysis, and any other unlocked health risk modeling input files relied on in Appendix A. 10

[7] *Santiago City Water District v. City of Orange* (1981) 118 Cal.App.3rd 818, 831 ("Whatever is required to be considered in an EIR must be in that formal report; what any official might have known from other writings or oral presentations cannot supply what is lacking in the report.").
7493-005j

- City of Stockton and County of San Joaquin. 2020. Stormwater Quality Control Criteria Plan. August.

- San Joaquin County Department of Public Works. 2004. Eastern San Joaquin Groundwater Basin Groundwater Management Plan. September.

- San Joaquin County. 2018. San Joaquin County's Aviation System Stockton Metropolitan Airport, Airport Land Use Compatibility Plan. February.

- City of Stockton. June 2012. Emergency Operations Plan.

- San Joaquin Council of Governments (SJCOG). May 2016. Amended February 2018. Airport Land Use Compatibility Plan Update for Stockton Metropolitan Airport.

- California Air Pollution Control Officers Association (CAPCOA). 2009. Health Risk Assessments for Proposed Land Use Projects.

- San Joaquin Valley Air Pollution Control District (SJVAPCD). 2015. Guidance for Assessing and Mitigating Air Quality Impacts.

- San Joaquin Valley Air Pollution Control District (SJVAPCD). 2009. Final Draft Staff Report -Climate Change Action Plan: Addressing GHG Emissions Impacts under CEQA. November.

- California Native Plant Society (CNPS). 2020. Considerations for Including CRPR 4 Plant Taxa in CEQA Biological. Resource Impact Analysis. Sacramento, CA. 21 January 2020.

- California State Water Resources Control Board (State Water Board). 2019. State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State. April 2, 2019.

- Baldwin, B. et al. 2012. The Jepson Manual: Vascular Plants of California. Berkeley: University of California Press. County of San Bernardino (Bernardino). 2007 (amended 2015).

- Peterson, T.R. 2010. A Field Guide to Birds of Western North America, 4th Edition.

10 CONT

- Reid, F. 2006. A Field Guide to Mammals of North America, 4th Edition..
- Stebbins, R.C. 2003. A Field Guide to Western Reptiles and Amphibians. Third Edition.
- World Health Organization (WHO). 1999. Guidelines for Community Noise.
- United States Environmental Protection Agency (EPA). 1974. Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety.
- California Department of Transportation (Caltrans). 2013. Technical Noise Supplement to the Traffic Noise Analysis Protocol.
- Appendix G, Footnote 4: City email, July 12, 2022.
- Appendix G, Footnote 6: City of Stockton staff email, July 12, 2022.
- Appendix G, Footnote 9: Email from County staff, February 3, 2023.
- The Highway Design Manual, July 1, 2020, Chapter 200 - Geometric Design & Structure Standards, Table 201.1.
- Highway Traffic Data for Urbanized Area Project Planning, NCHRP 255.
- Rodier, Caroline. (2008). A Review of the International Modeling Literature: Transit, Land Use, and Auto Pricing Strategies to Reduce Vehicle Miles Traveled and Greenhouse Gas Emissions. Institute of Transportation Studies, UC Davis, Institute of Transportation Studies, Working Paper Series.
- Litman, Todd. (2009). Transportation elasticities: how prices and other factors affect travel behavior. Victoria Transport Policy Institute.

10 CONT

The courts have held that the failure to provide even a few pages of a CEQA documents for a portion of the CEQA review period invalidates the entire CEQA process, and that such a failure must be remedied by permitting additional public comment.[8] It is also well settled that an MND may not rely on hidden studies or

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[8] *Ultramar v. South Coast Air Quality Man. Dist*. (1993) 17 Cal.App.4th 689, 699.

documents that are not provided to the public.[9] By failing to make all documents referenced in the MND "readily available" during the current comment period, the City is violating the clear procedural mandates of CEQA, to the detriment of San Joaquin Residents and other members of the public who wish to meaningfully review and comment on the MND. 12 CONT

The City must extend the public comment and review period for the MND to allow for meaningful participation by the public and the detailed consideration of the Project's environmental impacts that CEQA requires. 13

Accordingly, we request that:

1) The City immediately provide San Joaquin Residents with access to all MND reference documents relied upon in the MND, including any construction air quality analysis used to determine the Project's air quality and health risk impacts. 14

2) The City <u>extend the public review and comment period on the MND for at least 30 days from the date on which the City releases these documents for public review</u>.[10] If the missing documents are provided today, we request an extension to October 28, 2024. 15

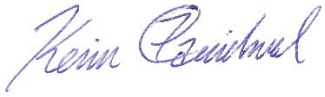
3) The City refrain from scheduling any hearings related to the Project until the entire set of reference documents relied on in the MND have been released for public review and comment in compliance with CEQA. 16

Given the short time before the current comment deadline, please contact me as soon as possible with your response to this request, but **<u>no later than Friday, September 27, 2024</u>**. 17

[9] *Santiago City Water District v. City of Orange* (1981) 118 Cal.App.3rd 818, 831 ("Whatever is required to be considered in an EIR must be in that formal report; what any official might have known from other writings or oral presentations cannot supply what is lacking in the report.").
[10] This Project has a 30-day public comment period, pursuant to 14 CCR § 15105(b).
7493-005j

Please feel free to call or email with any questions: Tel: (650) 589-1660, Email: kcarmichael@adamsbroadwell.com. Thank you for your prompt attention and response to this matter. 18

Sincerely,



Kevin Carmichael

KTC:ljl

7493-005j

EXHIBIT A

ADAMS BROADWELL JOSEPH & CARDOZO
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Of Counsel
MARC D. JOSEPH
DANIEL L. CARDOZO

September 17, 2024

Via Email and U.S. Mail
Stephanie Ocasio, Director
Community Development Department
City of Stockton
425 N. El Dorado St.
Stockton, CA 95202
Email: planning@stocktonca.gov

Via Email Only
Nicole Moore, Contract Planner
Email: Nicole.Moore.CTR@stocktonca.gov

Re: Request for Immediate Access to Documents Referenced in the Mitigated Negative Declaration – South McKinley Avenue East Industrial Project (SCH No. 2024081317)

Dear Ms. Ocasio and Ms. Moore:

We are writing on behalf of San Joaquin Residents for Responsible Development ("San Joaquin Residents") to request ***immediate access*** to any and all documents referenced, incorporated by reference, and relied upon in the Draft Mitigated Negative Declaration ("MND") prepared for the South McKinley Avenue East Industrial Project (SCH No. 2024081317) ("Project") proposed by GO Industrial ("Applicant"). *This request excludes a copy of the MND and its appendices. This request also excludes any documents that are currently available on the City of Stockton's website as of today's date*.[1]

The proposed Project includes the construction of a 184,166-square foot industrial building for warehouse and office use. The site is currently vacant, previously agricultural, land in San Joaquin County within the sphere of influence of the City of Stockton, which would annex the site as part of the project approval.

[1] Accessed https://www.stocktonca.gov/business/planning___engineering/other_projects_environmental.php#collapse1930b21 on September 16, 2024.

The site is located at 6505 South McKinley Avenue East. Regional access to the site is provided by Interstate 5 and State Route 99. (APN 193-02-034)

Our request for ***immediate access*** to all documents referenced in the MND is made pursuant to the California Environmental Quality Act ("CEQA"), which requires that all documents referenced, incorporated by reference, and relied upon in an environmental review document be made available to the public for the entire comment period.[2]

If the requested documents are in electronic format, please upload them to a file hosting program such as Dropbox, NextRequest or a similar program. Alternatively, if the electronic documents are 10 MB or less (or can be easily broken into sections of 10 MB or less), they may be emailed as attachments. We will pay for any direct costs of duplication associated with filling this request up to $200. However, please contact me with a cost estimate before copying/scanning the materials.

Please use the following contact information for all correspondence:

U.S. Mail
Alex Stukan
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080-7037

Email
astukan@adamsbroadwell.com

If you have any questions, please call me at (650) 589-1660 or email me at the address above. Thank you for your assistance with this matter.

Sincerely,

Alex Stukan
Paralegal

AES:acp

[2] *See* Public Resources Code § 21092(b)(1) (stating that "all documents referenced in the… negative declaration" shall be made "available for review"); 14 Cal. Code Reg. § 15072(g)(4) (stating that all documents incorporated by reference in the MND . . . shall be readily accessible to the public"); see also *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 442, as modified (Apr. 18, 2007) (EIR must transparently incorporate and describe the reference materials relied on in its analysis); *Santiago County Water District v. County of Orange* (1981) 118 Cal.App.3rd 818, 831 ("[W]hatever is required to be considered in an EIR must be in that formal report. . ."), internal citations omitted.

EXHIBIT B

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September 17, 2024

Via Email and U.S. Mail
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425 N. El Dorado St.
Stockton, CA 95202
Email: planning@stocktonca.gov

City Clerk
Office of the City Clerk
City of Stockton
425 N El Dorado St.
Stockton, CA 95202
Email: City.Clerk@stocktonca.gov

Via Email Only
Nicole Moore, Contract Planner
Email: Nicole.Moore.CTR@stocktonca.gov

Re: Public Records Act Request – South McKinley Avenue East Industrial Project (SCH No. 2024081317)

Dear Ms. Ocasio, City Clerk, and Ms. Moore:

We are writing on behalf of San Joaquin Residents for Responsible Development ("San Joaquin Residents") to request a copy of any and all public records referring or related to the South McKinley Avenue East Industrial Project (SCH No. 2024081317) ("Project") proposed by GO Industrial ("Applicant"). This request includes, but is not limited to, any and all file materials, applications, correspondence, resolutions, memos, notes, analysis, email messages, files, maps, charts, and any other documents related to the Project.

This request is made pursuant to the **California Public Records Act** (Government Code §§ 7920.000, *et seq*.). This request is also made pursuant to Article I, section 3(b) of the California Constitution, which provides a Constitutional right of access to information concerning the conduct of government. Article I, section 3(b) provides that any statutory right to information shall be broadly construed to provide the greatest access to government information and further requires that any statute that limits the right of access to information shall be narrowly construed.

The proposed Project includes the construction of a 184,166-square foot industrial building for warehouse and office use. The site is currently vacant, previously agricultural, land in San Joaquin County within the sphere of influence of the City of Stockton, which would annex the site as part of the project approval. The site is located at 6505 South McKinley Avenue East. Regional access to the site is provided by Interstate 5 and State Route 99. (APN 193-02-034)

We request access to the above records in their original form, as maintained by the agency.[1] Pursuant to Government Code Section 7922.570, if the requested documents are in electronic format, please upload them to a file hosting program such as Dropbox, NextRequest or a similar program. Alternatively, if the electronic documents are 10 MB or less (or can be easily broken into sections of 10 MB or less), they may be emailed to me as attachments.

We will pay for any direct costs of duplication associated with filling this request up to $200.[2] However, please contact me with a cost estimate before copying/scanning the materials.

Please use the following contact information for all correspondence:

U.S. Mail
Alex Stukan
Adams Broadwell Joseph & Cardozo
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Email
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If you have any questions, please call me at (650) 589-1660 or email me at the address above. Thank you for your assistance with this matter.

Sincerely,

Alex Stukan
Paralegal

AES:acp

[1] Gov. Code § 7922.570; *Sierra Club v. Super. Ct.* (2013) 57 Cal. 4th 157, 161-62.
[2] Gov. Code §§ 7922.530, 7922.575; *North County Parents v. Dept. of Education* (1994) 23 Cal.App.4th 144; *County of Los Angeles v. Super. Ct.* (2000) 82 Cal.App.4th 819, 826.

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Adams Broadwell Joseph & Cardozo (ADAMSBROADWELL-3)

Response to ADAMSBROADWELL-3-1
The commenter asks for the public review and comment period for the MND to be extended. CEQA requires a minimum public review period for MNDs of 30 days. (Public Resources Code Section [PRC] § 21091(b)). The original public comment period was August 30, 2024 through September 30, 2024. The public comment period was extended an additional 30 days, to October 30, 2024, for a total public review period of 61 days. No further response is required.

Response to ADAMSBROADWELL-3-2
This comment consists of introductory information summarizing the commenter's understanding of the proposed project. This summary does not raise any environmental issues related to the proposed project and no further response is required.

Response to ADAMSBROADWELL-3-3
This comment summarizes the commenter's understanding of the public comment period. This summary does not raise any environmental issues related to the proposed project and no further response is required.

Response to ADAMSBROADWELL-3-4
CEQA makes a distinction between documents cited in an EIR and those specifically incorporated by reference (*see El Morro Community Ass'n v. Department of Parks & Recreation* (2004) 122 CA4th 1341, n.5.) CEQA Guidelines Section 15150(b) requires that documents incorporated by reference in an EIR be available for inspection together with the EIR. All documents incorporated by reference were available for public review pursuant to CEQA requirements. For the documents referenced in the Draft IS/MND, website addresses are available within the footnote. No further analysis is warranted.

Response to ADAMSBROADWELL-3-5
All documents requested were available for public review pursuant to CEQA requirements. For the documents referenced in the Draft IS/MND, website addresses are available within the footnote. No further analysis is warranted.

Response to ADAMSBROADWELL-3-6
The documents were provided to the commenter and/or were otherwise readily accessible in the appendices and footnotes of the EIR during the public comment period. No further response is required.

Response to ADAMSBROADWELL-3-7
Refer to Response to ADAMSBROADWELL-3-6.

Response to ADAMSBROADWELL-3-8
Please refer to Response to ADAMSBROADWELL-3-6. Additionally, the public comment period was extended an additional 30 days, to October 30, 2024, allowing additional time to review the Draft IS/MND and prepare public comments.

Response to ADAMSBROADWELL-3-9
The commenter states that a number of documents cited in the IS/MND were not accompanied by weblinks, and so were not available for review with the IS/MND. Footnotes in the Draft IS/MND refer

to City documents or other agency reports, regulations, policies, etc. For those cited in the Draft IS/MND, website addresses have been provided within the footnote. The commenter requested American Meteorological Society/EPA Regulatory Model (AERMOD), CalEEMod, and HARP2 input files. The City notes that the commenter's requests for documents were formally withdrawn on November 8, 2024, with the acknowledgment that relevant documents were located.

Response to ADAMSBROADWELL-3-10
The commenter provided the list of specific references that are covered by comment ADAMSBROADWELL-3-9, above. No further response is required.

Response to ADAMSBROADWELL-3-11
This comment relates to a request for documents that was formally rescinded on November 8, 2024. The request for records does not raise any environmental issues and is therefore outside the purview of CEQA. No further analysis is warranted.

Response to ADAMSBROADWELL-3-12
This comment relates to a request for documents that was formally rescinded on November 8, 2024. The request for records does not raise any environmental issues and is therefore outside the purview of CEQA. The City notes that all studies that were relied upon were available in the appendices of the document. Therefore, the documents were readily available to the public. No further response is required.

Response to ADAMSBROADWELL-3-13
The public comment period was extended an additional 30 days, to October 30, 2024.

Response to ADAMSBROADWELL-3-14
Refer to Response to ADAMSBROADWELL-3-9.

Response to ADAMSBROADWELL-3-15
Refer to Response to ADAMSBROADWELL-3-13.

Response to ADAMSBROADWELL-3-16
All documents requested were available for public review pursuant to CEQA requirements.

Response to ADAMSBROADWELL-3-17
All relevant documents were available to the public. The commenter's requests for documents were formally rescinded on November 8, 2024. This comment does not identify any issues pertaining to the proposed project's environmental effects and no further response is required.

Response to ADAMSBROADWELL-3-18
This comment is noted.

BLUM, COLLINS & HO LLP
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September 25, 2024

Nicole Moore
Community Development Department
City of Stockton
345 N. El Dorado Street,
Stockton, CA 95202

Via Email to:
Nicole.Moore.CTR@stocktonca.gov

Subject: Comments on South McKinley Avenue East Industrial Project MND (SCH NO. 2024081317)

Dear Ms. Moore,

Thank you for the opportunity to comment on the Mitigated Negative Declaration (MND) for the proposed South McKinley Avenue East Industrial Project. Please accept and consider these comments on behalf of Golden State Environmental Justice Alliance. Also, Golden State Environmental Justice Alliance formally requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877. 1

1.0 Summary

The project proposes to annex, pre-zone, and develop an 11.7 acre parcel within the City of Stockton Sphere of Influence. Development will consist of a 184,166-square-foot industrial building containing 179,166 square feet of warehouse space and 5,000 square feet of office space on a 508,674-square-foot project site. The building includes 27 truck/trailer loading dock doors and a loading area along the west side of the building. The site provides a total of 192 parking stalls, 150 of which are standard passenger car parking stalls on the east and south sides of the building, and 37 of which are truck/trailer parking stalls on the west side of the building adjacent to the loading area. 2

The project site is located within unincorporated San Joaquin County and has a County land use designation of Mixed-Use. The project site is located within the City of Stockton Sphere of Influence with a General Plan land use designation of Industrial. The MND states that, "the City has pre-zoned the site as Industrial Limited (I-L), which will take effect upon annexation." The

MND states the following discretionary actions are required to implement the proposed project: Annexation into the City of Stockton and Design Review. 2 CONT

3.0 Project Description

It is notable that the MND does not include a floor plan or elevations for the buildings. The basic components of a Planning Application include a site plan, floor plan, elevations, and a project narrative describing the proposed use in detail. The MND has excluded the proposed floor plans and elevations from public review, which does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121). Including this information is vital as the maximum height limit is 60 feet while Exhibit 6: Site Plan states that the maximum height limit is 100 feet. An EIR must be prepared with these items and information in order to provide an adequate and accurate environmental analysis. 3

The MND states that, "The City has pre-zoned the site as Industrial Limited (I-L), which will take effect upon annexation." However, review of the City's Zoning Map[1] indicates that the project site does not have a pre-zoning designation. Additionally, the application file (P23-0125[2]) for the project indicates that it includes Pre-Zoning and Site Plan Review applications that were not included for analysis in the MND. The Project Description is deficient and does not accurately describe"the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (CEQA § 15378). An EIR must be prepared to include information and analysis of the required Pre-Zoning and Site Plan Review actions in order to provide an adequate and accurate environmental analysis. 4

The MND and Project Description is also deficient in that it does not discuss the City's Municipal Service Review (MSR)[3] at any point. Notably, it excludes that the project site is within the City 5

[1] https://stocktonca.mapgeo.io/datasets/properties?abuttersDistance=100&latlng=37.89236%2C-121.26851&previewId=19302034-102126&themes=%22%5B%5C%22zoning%5C%22%5D%22&zoom=16
[2] https://aca-prod.accela.com/STOCKTON/Default.aspx
[3] https://www.sjlafco.org/files/62a876ed2/stockton---august-2020.pdf

of Stockton's Sphere of Influence but is outside the adopted 2030 Planning Horizon Area defined in the City's MSR as depicted in Figure 2-7: 10 Year Planning Horizon Annexation Areas of the MSR. The MSR will need to be modified by LAFCo to incorporate the proposed project within the MSR 10-year Horizon.

5
CONT

2.3 Air Quality, 2.6 Energy, and 2.8 Greenhouse Gas Emissions

Please refer to attachments from SWAPE for a complete technical commentary and analysis. 6

The MND does not include meaningful analysis of relevant environmental justice issues in reviewing potential impacts, including cumulative impacts from the proposed project. This is in conflict with CEQA Guidelines Section 15131 (c), which requires that "Economic, social, and particularly housing factors shall be considered by public agencies together with technological and environmental factors in deciding whether changes in a project are feasible to reduce or avoid the significant effects on the environment identified in the EIR. If information on these factors is not contained in the EIR, the information must be added to the record in some other manner to allow the agency to consider the factors in reaching a decision on the project." This is especially significant as the surrounding community is highly burdened by pollution. According to CalEnviroScreen 4.0[4], CalEPA's screening tool that ranks each census tract in the state for pollution and socioeconomic vulnerability, the proposed project's census tract (6077003803) ranks in the 99th percentile for overall pollution burden, meaning that it is among the most polluted census tracts in the state. For example, the project census tract ranks in the 51st percentile for ozone burden, the 54th percentile for particulate matter (PM) 2.5 burden, the 57th percentile for diesel PM burden, and the 53rd percentile for traffic impacts. All of these environmental factors are attributed to heavy truck activity in the area. Ozone can cause lung irritation, inflammation, and worsening of existing chronic health conditions, even at low levels of exposure[5]. Exhaust fumes contain toxic chemicals that can damage DNA, cause cancer, make breathing difficult, and cause low weight and premature births[6]. The very small particles of diesel PM can reach deep into the lung, where they can contribute to a range of health problems. These include irritation to the eyes, throat and nose, heart and lung disease, and lung cancer[7]. 7

The census tract ranks among the most severely impacted in several areas that impact water quality. The census tract ranks in the 98th percentile for groundwater threats. People who live near contaminated groundwater may be exposed to chemicals moving from the soil into the air inside their homes[8]. Accordingly, the census tract ranks in the 95th percentile for drinking water impacts, which indicates that it ranks with the worst quality drinking water in the state. Poor communities and people in rural areas are exposed to contaminants in their drinking water more often than people in other parts of the state[9]. 8

[4] CalEnviroScreen 4.0 https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40
[5] OEHHA Ozone https://oehha.ca.gov/calenviroscreen/indicator/air-quality-ozone
[6] OEHHA Traffic https://oehha.ca.gov/calenviroscreen/indicator/traffic-density
[7] OEHHA Diesel Particulate Matter https://oehha.ca.gov/calenviroscreen/indicator/diesel-particulate-matter
[8] OEHHA Groundwater Threats https://oehha.ca.gov/calenviroscreen/indicator/groundwater-threats
[9] OEHHA Drinking Water https://oehha.ca.gov/calenviroscreen/drinking-water

The census tract ranks in the 85th percentile for hazardous waste facility impacts. Hazardous waste generators and facilities contribute to the contamination of air, water and soil near waste generators and facilities can harm the environment as well as people[10]. The census tract also ranks in the 88th percentile for solid waste facility impacts. Solid waste facilities can expose people to hazardous chemicals, release toxic gases into the air (even after these facilites are closed), and chemicals can leach into soil around the facility and pose a health risk to nearby populations[11]. 9

The census tract also bears more impacts from cleanup sites than 84% of the state. Chemicals in the buildings, soil, or water at cleanup sites can move into nearby communities through the air or movement of water[12]. 10

Further, the census tract is a diverse community including 58% Hispanic, 11% African-American, and 9% Asian-American residents, whom are especially vulnerable to the impacts of pollution. The community has a high rate of low educational attainment, meaning 89% of the census tract over age 25 has not attained a high school diploma, which is an indication that they may lack health insurance or access to medical care. The community also has a high rate of poverty, meaning 79% of the households in the census tract have a total income before taxes that is less than the poverty level. Income can affect health when people cannot afford healthy living and working conditions, nutritious food and necessary medical care[13]. Poor communities are often located in areas with high levels of pollution[14]. Poverty can cause stress that weakens the immune system and causes people to become ill from pollution[15]. Living in poverty is also an indication that residents may lack health insurance or access to medical care. Medical care is vital for this census tract as it ranks in the 89th percentile for incidence of cardiovascular disease and 84th percentile for incidence of asthma. The community also has a high rate of linguistic isolation, meaning 49% of the census tract speaks little to no English and faces further inequities as a result. 11

Additionally, the project census tract (6077003803) and the census tracts adjacent to the project site (6077002800 (north), 6077002402 (north), 6077002300 (north), 6077005131 (east), 6077003700 (east), and 6077003802 (west)) are identified as SB 535 Disadvantaged Communities[16]. This indicates that cumulative impacts of development and environmental 12

[10] OEHHA Hazardous Waste Generators and Facilities https://oehha.ca.gov/calenviroscreen/indicator/hazardous-waste-generators-and-facilities
[11] OEHHA Solid Waste Facilities https://oehha.ca.gov/calenviroscreen/indicator/solid-waste-sites-and-facilities
[12] OEHHA Cleanup Sites https://oehha.ca.gov/calenviroscreen/indicator/cleanup-sites
[13] OEHHA Poverty https://oehha.ca.gov/calenviroscreen/indicator/poverty
[14] Ibid.
[15] Ibid.
[16] OEHHA SB 535 Census Tracts https://oehha.ca.gov/calenviroscreen/sb535

impacts in the area are disproportionately impacting these communities. The negative environmental, health, and quality of life impacts resulting form a saturation of the industrial, warehousing, and logistics industry in the area have become distinctly inequitable. The severity of significant and unavoidable impacts particularly on these Disadvantaged Communities must be included for analysis as part of an EIR. Each section of an EIR must include the specific analysis of each environmental impact on the Disadvantaged Communities, including cumulative analysis and irreversible environmental effects.

12 CONT

The State of California lists three approved compliance modeling softwares[17] for non-residential buildings: CBECC-Com, EnergyPro, and IES VE. CalEEMod is not listed as an approved software. The CalEEMod modeling does not comply with the 2022 Building Energy Efficiency Standards and under-reports the project's significant Energy impacts and fuel consumption to the public and decision makers. Since the MND did not accurately or adequately model the energy impacts in compliance with Title 24, it cannot conclude the project will generate less than significant impacts and a finding of significance must be made. An EIR with modeling using one of the approved software types must be prepared and circulated for public review in order to adequately analyze the project's significant environmental impacts. This is vital as the MND utilizes CalEEMod as a source in its methodology and analysis, which is clearly not an approved software.

13

2.9 Hazards and Hazardous Materials

The project site is within Traffic Pattern (Zone 7a) Safety Zone of the Stockton Metropolitan Airport Land Use Compatibility Plan (SM ALUCP)[18]. Zone 7a has a maximum nonresidential density of 450 persons per acre. The MND states that, "although the tenant for the warehouse has not been identified, the proposed project will comply with CBC occupancy rates, which would cap the occupancy of the building at 391 employees." The MND has not provided the source calculation of CBC occupancy rates to determine that the project would generate 391 employees or less within the building. Additionally, Zone 7a has a 10 percent open land requirement. The MND states that this, "applies to development projects that are 10 acres or more. The project site is 11.70 acres and X percent of the project would remain open space." The MND is inadequate as an informational document as it has not provided the percentage of the project site that would remain as open space. An EIR must be prepared to include this information in order to provide an adequate environmental analysis.

14

[17] California Energy Commission 2022 Energy Code Compliance Software https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-1

[18] https://www.sjcog.org/DocumentCenter/View/1318/2016-Stockton-Metropolitan-Airport-ALUCP---Amended-February-2018?bidId=

The MND concludes the project is consistent with the SM ALUCP. However, it has excluded information regarding the statutorily required SJCOG Airport Land Use Commission review. SM ALUCP ALUCP Section 3.1.6.1: Actions Which Require ALUC Review states that, "As required by state law, the following types of actions shall be referred to the ALUC prior to their approval by the local jurisdiction: (a) The adoption or approval of any amendment to a general or specific plan affecting the property within an airport influence area (PUC Section 21676(b)). The project proposes an amendment to the City's General Plan Land Use Map to incorporate the project site within the City limits. 15 16

Additionally, California PUC PUC Section 21676(b)[19] requires that prior to the amendment of a General Plan, the ALUC shall review the plan, ordinance, or regulation for consistency with the ALUCP. Section 3.1.6.3 of the SM ALUCP also requires that Major Land Use Actions including "3.1.6.3 (a)(3) Any proposed expansion of the sphere of influence of a city or special district, 3.1.6.3 (a)(4) Proposed pre-zoning associated with future annexation of land to a city, and 3.1.6.3 (a)(5) Any discretionary development proposal for projects having a building floor area of 20,000 square feet or greater unless only ministerial approval (e.g., a building permit) is required," must be reviewed by the SJCOG ALUC, and the proposed project meets these descriptions. Therefore, SJCOG Airport Land Use Commission review is required for the proposed project. An EIR must be prepared to include a finding of significance as it does not comply with PUC Section 21676(b) and SM ALUCP Sections 3.1.6.1 and 3.1.6.3(a)(3) - (5) and therefore has not provided any meaningful evidence to conclude the project will not result in a safety hazard or excessive noise for people residing or working in the Project area. 17

2.11 Land Use and Planning

The MND concludes that the project will have less than significant impacts because, "per Municipal Code Chapter 16.120, the proposed project would undergo Design Review prior to the issuance of building permits, to ensure consistency with Stockton Municipal Code and Citywide Design Guidelines." The MND does not provide any list of the Municipal Code or Citywide Design Guidelines requirements or analysis of the project's compliance or noncompliance with the requirements. Deferring this environmental analysis required by CEQA to after the public review phase is improper mitigation, deferred mitigation, and does not comply with CEQA's requirement for meaningful disclosure and adequate informational documents (CEQA § 15121 18

[19] California Airport Planning Land Use Handbook Section 1.3.4. ALUC Review https://dot.ca.gov/-/media/dot-media/programs/aeronautics/documents/californiaairportlanduseplanninghandbook-a11y.pdf

and PRC 21003(b)). An EIR must be prepared with this information and analysis in order to provide an adequate and accurate environmental analysis. 18 CONT

The MND's less than significant impact conclusion is not supported by meaningful evidence or any analysis, including a consistency analysis with General Plan policies, in violation of CEQA's requirements for meaningful disclosure (CEQA § 21003(b)). The MND is inadequate as an informational document and an EIR must be prepared with technical analysis and a consistency analysis with all General Plan policies, including but not limited to the following: 19

1. Policy LU-5.3 Define discrete and clear city edges that preserve agriculture, open space, and scenic views.
2. Policy LU-5.2 Protect natural resource areas, fish and wildlife habitat, scenic areas, open space areas, agricultural lands, parks, and other cultural/historic resources from encroachment or destruction by incompatible development.
3. Action TR-1.1A Direct truck traffic to designated truck routes that facilitate efficient goods movement and minimize risk to areas with concentrations of sensitive receptors, such as schools, for example by disallowing any new truck routes to pass directly on streets where schools are located, and vulnerable road users, like pedestrians and bicyclists.
4. Policy TR-2.2 Connect housing and employment development in areas with good transit access through open and inclusive processes where appropriate.
5. Action TR-2.2A Require major new development to incorporate and fund design features to promote safe and comfortable access to transit, such as a circulation network that facilitates efficient and connected bus travel, clear pedestrian and bicycle routes connecting origins and destinations to transit stops, sheltered bus stops, park-and-ride facilities, and highly visible transit information and maps.
6. Action TR-2.2B Obtain input from community residents, non-profit organizations, and local and regional transit operators on major new development projects, and support transit operators by ensuring major projects are designed to support transit and provide fair share funding of the cost of adequate transit service and access.
7. Policy TR-4.1 Utilize level of service (LOS) information to aid understanding of potential major increases to vehicle delay at key signalized intersections.
8. Action TR-4.1A Strive for Level of Service (LOS) D or better for both daily roadway segment and peak hour intersection operations.
9. Action TR-4.2A To evaluate the effects of new development and determine mitigation measures and impact fees, require projects to evaluate per capita VMT and impacts to transit, bicycle, and pedestrian modes.
10. Policy SAF-2.5 Protect the community from health hazards and annoyance associated with excessive noise levels.
11. Action SAF-2.5A Prohibit new commercial, industrial, or other noise-generating land uses adjacent to existing sensitive noise receptors such as residential uses, schools, health care facilities, libraries, and churches if noise levels are expected to exceed 70 dBA Community Noise Equivalent (CNEL) (decibels on A-weighted scale CNEL) when measured at the property line of the noise sensitive land use.

12. Policy SAF-2.6 Minimize the risk to city residents and property associated with the transport, distribution, use, and storage of hazardous materials.
13. Action SAF-2.6A Restrict transport of hazardous materials within the city to routes that have been designated for such transport.
14. Action SAF-2.6B When appropriate, require new development to prepare a hazardous materials inventory and/or prepare Phase I or Phase II hazardous materials studies, including any required cleanup measures.
15. Action LU-6.2B Do not approve future annexations or City utility connections unless they are consistent with the overall goals and policies of the General Plan and do not adversely impact the City's fiscal viability, environmental resources, infrastructure and services, and quality of life.
16. Policy LU-6.4 Ensure that land use decisions balance travel origins and destinations in as close proximity as possible, and reduce vehicle miles traveled (VMT).
17. Action LU-6.4A Maintain a reasonable balance between potential job generation and local workforce availability with a goal of one job for each employed resident.
18. Action LU-6.4B Maintain a reasonable proximity and balance (i.e., magnitude) between job generating uses, housing opportunities, and resident services and amenities, including transit and active transportation.
19. Action LU-6.5A Require preparation of a fiscal impact analysis for large development projects and proposed annexations to ensure a full accounting of infrastructure and public service costs and to confirm whether revenue enhancement mechanisms are necessary to ensure net fiscal balance or better, and require appropriate fiscal mitigations, when necessary, to ensure the City's ongoing fiscal health and continued viability of the City's General Fund.

19 CONT

Notably, the MND has not included a fiscal impact analysis or City Services Plan to demonstrate consistency with Actions LU-6.2B and LU-6.5A. A City Services Plan must be prepared and included as part of an EIR for public review and comment. Additionally, since approval of the City Services Plan lies with LAFCO and not the lead agency, an EIR cannot provide reasonable assurance that the City Services Plan is adequate or will be approved and therefore the impact will remain significant and unavoidable necessitating a finding of significance in an EIR.

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The MND also excludes discussion and analysis of the project's location outside of the City's Municipal Services Review (MSR) 10-year Horizon. There is no meaningful evidence to support the project will have less than significant impacts or that adequate public services can be provided within the required timeframes. An EIR must be prepared to state that the project is not consistent with the existing MSR because it is outside of the 10-year Horizon area. Further, an EIR must also be prepared to discuss and analyze the project's location within the French Camp Disadvantaged Urban Community[20] and associated environmental impacts. Additionally, since

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[20] Figure 4-1: Disadvantaged Urban Communities https://www.sjlafco.org/files/62a876ed2/stockton---august-2020.pdf

approval of the revised MSR 10-year Horizon area lies with LAFCO and not the lead agency, an EIR cannot provide reasonable assurance that the revised MSR 10-year Horizon area provides adequate services for the project or will be approved and therefore the impact will remain significant and unavoidable necessitating a finding of significance in an EIR. 22

Notably, Table 2-7: Development Demand Forecast 10-Year and 20-Year Planning Horizons of the 2020 Municipal Service Review[21] states that the maximum industrial development forecast in the General Plan analysis[22] is 6.2 million square feet through 2040. The document allocates 5.3 million square feet to two pending projects - Airpark 599 and Sanchez Annexation Project. The remaining 900,000 square feet in the growth forecast is not enough to cover the proposed 184,166 square foot project and earlier projects Mariposa 1 and 2 (5,396,260 square feet of industrial space). The MND has not included analysis of other industrial projects in the pipeline either, such as the EIR published in October 2021 for the South Stockton Commerce Center[23] to construct 6,091,551 square feet of industrial space. Cumulatively, at least 11,671,977 square feet of industrial space have been approved and/or are in the pipeline and this is not included for analysis. Cumulative development will exceed the General Plan 2040 Growth Forecast for industrial space and a finding of significance must be made in an EIR that includes this information for analysis, including cumulative and growth-inducing impacts. 23

2.14 Population and Housing

The MND utilizes uncertain and misleading language which does not provide any meaningful analysis of the project's impacts to population and employment generation. The MND states that, "While *some* employees could relocate to the City for employment at the proposed project, it is *unlikely* that a significant number of employees would do so," without providing any information about the quantity of jobs generated by the project. The MND states that the project's construction jobs are, "temporary," and, "Given that the temporary construction-period spans approximately nine months, the *local* labor pool would be expected to satisfy labor demands of the project," without providing any quantification of the construction employees required to build the project or the geographic boundaries of the "local" labor pool. The MND relies upon the labor force within an unspecified distance, such as the Stockton-Lodi Metropolitan Statistical Area to fill all of its jobs without providing any discussion of the area's unemployed population in terms of qualification for and/or interest in work in the industrial sector. Relying on the entire workforce of the Stockton-Lodi Metropolitan Statistical Area to fill all of its jobs will significantly increase 24 25 26

[21] 2020 Municipal Service Review https://www.sjgov.org/uploadedfiles/sjc/departments/lafco/msr-soi/stockton%20msr%20aug%202020.pdf
[22] Stockton 2040 General Plan EIR and Technical Memos http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf
[23] South Stockton Commerce Center https://ceqanet.opr.ca.gov/2020090561/3

project VMT, and this must be included in the project's revised VMT analysis. A construction worker employment analysis must also be included to adequately and accurately analyze all potentially significant environmental impacts. In order to comply with CEQA's requirements for meaningful disclosure, an EIR must be prepared to provide an accurate estimate of employees generated by construction and operations of the proposed project. It must also provide demographic and geographic information on the location of qualified workers to fill these positions.

26 CONT

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The U.S. Energy Information Administration[24] provides the following applicable employment generation rate for warehouses:

No Refrigeration Warehouse: 1 employee per 1,226 square feet

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Applying this ratio results in the following calculation:
Non-Refrigerated Warehouse: 184,166 sf/ 1,226 = 151 employees

SJCOG's Population, Household, and Employment Projections[25] notes that the City will add approximately 42,602 jobs between 2020 - 2045. Utilizing the U.S. EIA calculation of 151 employees, the project represents 0.3% of the City's employment growth from 2020 - 2050. A single project accounting for this amount of the projected employment growth over 30 years represents a significant amount of growth, especially given the proposed project site is outside of the 2030 Planning Horizon Area defined in the City's adopted Municipal Service Review and requires an amendment to the Municipal Service Review to include the project site in the 2030 Planning Horizon Area to proceed.

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Other recent industrial projects such as South Stockton Commerce Center (6,091,551 square feet of industrial development; 2,964 employees) and Mariposa 1 and 2 (5,396,260 square feet of industrial development; 4,403 employees) combined with the proposed project will cumulatively generate 7,518 employees, which is 17.6% of the City's employment growth forecast over 30 years accounted for by only three recent industrial projects. The amount of growth accounted for by cumulative projects multiplies exponentially when other commercial and industrial development activity approved since 2020 are added to the calculation. An EIR must be prepared to include a quantified analysis of the employees generated during project construction and operations. An EIR

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[24] US EIA Commercial Buildings Energy Consumption Survey, Table B1: Summary table: total and means of floorspace, number of workers, and hours of operation, 2018
https://www.eia.gov/consumption/commercial/data/2018/bc/html/b1.php
[25] SJCOG's 2022 RTP/SCS Appendix Q- Population, Household, and Employment Projections
https://www.sjcog.org/DocumentCenter/View/7085/Q-Population-Household-and-Employment-Projections

must also provide a cumulative analysis discussion of projects approved since 2020 and projects "in the pipeline" to determine if the project will exceed SJCOG's employment growth forecast for the City and/or General Plan growth forecasts. 31 CONT

2.17 Transportation

The MND concludes that the daily VMT per employee estimate is 22.1 VMT, which exceeds the applicable threshold of 15.78 VMT per employee by 40%. The MND includes MM TRANS-1 to achieve an alleged 38% VMT reduction. However, the MND has not provided meaningful evidence to support the conclusion that MM TRANS-1 will reduce project generated VMT to below the significance threshold of 15.78 VMT per employee continuously for the life of the project. Since future building tenants are unknown, implementation of trip reduction measures cannot be guaranteed to reduce Project generated VMT to a level of less than significant. It is not possible for the City to ensure that MM TRANS-1 will result in reduced VMT by project employees and be implemented continuously, at all times, throughout the life of the project and maintain a VMT reduction to less than significant levels at all times. The efficacy of the proposed mitigation measures and reduction of VMT impacts below the applicable thresholds cannot be assured and the project's VMT impact is therefore considered significant and unavoidable. An EIR must be prepared to include a finding of significance because there is no possible assurance of the percentage of project employees that would utilize non-automobile travel associated with implementation of MM TRANS-1 and mitigation of the project's VMT impact to less than significant is not feasible. 32 33 34

Further, the MND has underreported the quantity VMT generated by the proposed project operations. The operational nature of industrial/warehouse uses involves high rates of truck/trailer/delivery van VMT due to traveling from large import hubs to regional distribution centers to smaller industrial parks and then to their final delivery destinations. Once employees arrive at work at the proposed project, they will conduct their jobs by driving delivery vans across the region as part of the daily operations as a warehouse, which will drastically increase project-generated VMT. The project's truck/trailer and delivery van activity is unable to utilize public transit or active transportation and it is misleading to the public and decision makers to exclude this activity from VMT analysis. The project's total operational VMT generated is not consistent with the significance threshold and legislative intent of SB 743 to reduce greenhouse gas emissions by reducing VMT. An EIR must be prepared to reflect a quantified VMT analysis that includes all truck/trailer and delivery van activity. 35 36

Further, the MND utilizes a separate Trip Generation calculation for the LOS analysis and VMT analysis. Table 4: Proposed Project Trip Generation within Appendix G: Traffic Impact Analysis 37

concludes the project will generate 486 daily vehicle trips, while the MND states under significance threshold b that "Based on the Institute of Transportation Engineers (ITE) Trip Generation, the estimate daily trips generated by the proposed project would be approximately 378 daily trips." The MND is internally inaccurate and must be revised to utilize the 486 daily trip calculation in the VMT analysis. 37 CONT

The MND has not adequately analyzed the project's potential to substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses; or the project's potential to result in inadequate emergency access. The MND includes "MM TRANS-2: The proposed project shall only allow trucks to exit and not enter from the southernmost project driveway in order to prevent collisions," as required by Appendix G in order to mitigate significant impacts. However, the MND excludes the second statement within Appendix G's mitigation, "Since trucks will be using the northern project driveway to enter, a deceleration lane that is 235 feet long is recommended." An EIR must be prepared to include the construction of 235 foot long truck deceleration lane to serve the northernmost project driveway. 38

Further, there are also no exhibits adequately depicting the onsite turning radius available for trucks maneuvering throughout the site. Several areas of potential conflicts between trucks/trailers and passenger cars exist at the streets adjacent to the project site and throughout the site itself. For example, there is no queuing analysis within the MND, which is vital given that passenger cars can access both driveways while all incoming truck traffic will utilize only the northernmost driveway, which results in increased queuing times. Further, the truck/trailer parking stalls are located immediately adjacent to the truck/trailer loading dock court. These parking stalls may be in use at any time and further restrict truck/trailer movement on the site and present a safety hazard with potential for conflicts between passenger cars and trucks/trailers. The overall site design presents several potential conflicts in maneuvering area for both passenger cars and trucks/trailers that have not been analyzed. An EIR must be prepared to include a finding of significance as the MND has not provided any meaningful evidence to support a less than significant finding. 39 40

The MND states regarding emergency access that, "Adequate emergency access to the project site would be provided by two 35-foot-wide driveways along South McKinley Avenue at the north and south ends of the project site and continue around the perimeter of the proposed building. Furthermore, the TIS evaluated truck circulation at the project site and determined that it would be adequate with implementation of MM TRANS-2. Therefore, it can be *assumed* that large emergency vehicles would be able to circulate the project site safely." This does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121 and 21003(b)). The MND has not provided any details regarding the requirements for emergency access or meaningful analysis of the project's compliance or noncompliance with these 41

requirements. Turning maneuvers, staging requirements, and access demands by the fire apparatus and other emergency vehicles are not the exact same as the turning maneuvers of a standard WB-57 truck/trailer. Deferring this environmental analysis required by CEQA to the construction permitting phase is improper mitigation and does not comply with CEQA's requirement for meaningful disclosure and adequate informational documents. An EIR must be prepared to include a finding of significance as the MND has not provided any meaningful evidence to support a less than significant finding. 41 CONT 42

2.20 Mandatory Findings of Significance

The MND has not provided an adequate cumulative analysis of the proposed project. There is no discussion of the buildout conditions of the City's General Plan or its Municipal Services Review (MSR). The MND also excludes discussion and analysis of the project's location outside of the City's MSR 10-year Horizon. There is no meaningful evidence to support the project will have less than significant impacts or that adequate public services can be provided within the required timeframes. An EIR must be prepared to state that the project is not consistent with the existing MSR because it is outside of the 10-year Horizon area. Further, an EIR must also be prepared to discuss and analyze the project's location within the French Camp Disadvantaged Urban Community[26] and associated environmental impacts. Additionally, since approval of the revised MSR 10-year Horizon area lies with LAFCO and not the lead agency, an EIR cannot provide reasonable assurance that the revised MSR 10-year Horizon area provides adequate services for the project or will be approved and therefore the impact will remain significant and unavoidable necessitating a finding of significance in an EIR. 43 44 45 46

Notably, Table 2-7: Development Demand Forecast 10-Year and 20-Year Planning Horizons of the 2020 Municipal Service Review[27] states that the maximum industrial development forecast in the General Plan analysis[28] is 6.2 million square feet through 2040. The document allocates 5.3 million square feet to two pending projects - Airpark 599 and Sanchez Annexation Project. The remaining 900,000 square feet in the growth forecast is not enough to cover the proposed 184,166 square foot project and earlier projects Mariposa 1 and 2 (5,396,260 square feet of industrial space). The MND has not included analysis of other industrial projects in the pipeline either, such 47 48

[26] Figure 4-1: Disadvantaged Urban Communities https://www.sjlafco.org/files/62a876ed2/stockton---august-2020.pdf
[27] 2020 Municipal Service Review https://www.sjgov.org/uploadedfiles/sjc/departments/lafco/msr-soi/stockton%20msr%20aug%202020.pdf
[28] Stockton 2040 General Plan EIR and Technical Memos http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf

as the EIR published in October 2021 for the South Stockton Commerce Center[29] to construct 6,091,551 square feet of industrial space. Cumulatively, at least 11,671,977 square feet of industrial space have been approved and/or are in the pipeline and this is not included for analysis. Cumulative development will exceed the General Plan 2040 Growth Forecast for industrial space and a finding of significance must be made in an EIR that includes this information for analysis, including cumulative and growth-inducing impacts. 48 CONT

SJCOG's Population, Household, and Employment Projections[30] notes that the City will add approximately 42,602 jobs between 2020 - 2045. Utilizing the U.S. EIA calculation of 151 employees, the project represents 0.3% of the City's employment growth from 2020 - 2050. A single project accounting for this amount of the projected employment growth over 30 years represents a significant amount of growth, especially given the proposed project site is outside of the 2030 Planning Horizon Area defined in the City's adopted Municipal Service Review and requires an amendment to the Municipal Service Review to include the project site in the 2030 Planning Horizon Area to proceed. 49

Other recent industrial projects such as South Stockton Commerce Center (6,091,551 square feet of industrial development; 2,964 employees) and Mariposa 1 and 2 (5,396,260 square feet of industrial development; 4,403 employees) combined with the proposed project will cumulatively generate 7,518 employees, which is 17.6% of the City's employment growth forecast over 30 years accounted for by only three recent industrial projects. The amount of growth accounted for by cumulative projects multiplies exponentially when other commercial and industrial development activity approved since 2020 are added to the calculation. An EIR must be prepared to include a quantified analysis of the employees generated during project construction and operations. An EIR must also provide a cumulative analysis discussion of projects approved since 2020 and projects "in the pipeline" to determine if the project will exceed SJCOG's employment growth forecast for the City and/or General Plan/MSR growth forecasts. 50 51 52 53

Conclusion

For the foregoing reasons, GSEJA believes the MND is flawed and an EIR must be prepared for the proposed project and circulated for public review. Golden State Environmental Justice Alliance requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all 54 55

[29] South Stockton Commerce Center https://ceqanet.opr.ca.gov/2020090561/3
[30] SJCOG's 2022 RTP/SCS Appendix Q- Population, Household, and Employment Projections https://www.sjcog.org/DocumentCenter/View/7085/Q-Population-Household-and-Employment-Projections

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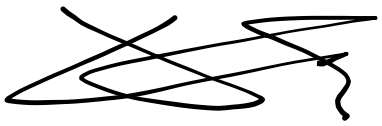
CONT

communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

Sincerely,



Gary Ho
Blum, Collins & Ho LLP

Attachments:
1. SWAPE Technical Analysis

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

2656 29th Street, Suite 201
Santa Monica, CA 90405

Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Paul E. Rosenfeld, PhD
(310) 795-2335
prosenfeld@swape.com

September 25, 2024

Gary Ho
Blum, Collins & Ho LLP
707 Wilshire Blvd, Ste. 4880
Los Angeles, CA 90017

Subject: Comments on the South McKinley Avenue East Industrial Project (SCH No. 2024081317)

Dear Mr. Ho,

We have reviewed the August 2024 Initial Study and Mitigated Negative Declaration ("IS/MND") for the South McKinley Avenue East Industrial ("Project") located in the City of Stockton ("City"). The Project proposes to construct 179,166-square-feet ("SF") of industrial space, 5,000-SF of office space, and 192 parking stalls on the 11.7-acre site. 56

Our review concludes that the IS/MND fails to adequately evaluate the Project's air quality and health risk impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project may be underestimated and inadequately addressed. An Environmental Impact Report ("EIR") should be prepared to adequately assess and mitigate the potential air quality and health risk impacts that the project may have on the environment. 57

Air Quality

Failure to Provide Complete CalEEMod Output Files

Land use development projects under the California Environmental Quality Act ("CEQA") typically evaluate air quality impacts and calculate potential criteria air pollutant emissions using the California Emissions Estimator Model ("CalEEMod").[1] CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but CEQA requires that such changes be 58

[1] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide.

justified by substantial evidence. Once all of the values are inputted into the model, the Project's construction and operational emissions are calculated, and "output files" are generated. These output files disclose to the reader what parameters are used in calculating the Project's air pollutant emissions and demonstrate which default values are changed. Justifications are provided for the selected values. 58 CONT

Review of the Project's CalEEMod output files, provided in the Air Quality Supporting Information ("AQ Report") as Appendix A to the IS/MND, reveals that the files are incomplete. The "Stockton McKinley Avenue Warehouse" model's table of contents indicated that the output files include a "User Changes to Default Data" table as its final section (Appendix A, pp. 130). Upon further review of the output files, it was observed that the table is missing. Instead, a series of lines appear in its place (see excerpt below) (Appendix A, pp. 170). 59

Stockton McKinley Avenue Warehouse Detailed Report, 3/19/2023

Healthy Places Index Score for Project Location (b)	4.00
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	Yes
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

Appendix A Page 51

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Without access to the "User Changes to Default Data", we are unable to verify where changes were made to the model's default values. As a result, an EIR should be prepared to include an updated, verifiable air quality analysis that correctly provides the complete output files for CalEEMod Version 2022.1. 60

Disproportionate Health Risk Impacts of Warehouses on Surrounding Communities

Upon review of the IS/MND, we have determined that the development of the proposed Project may contribute to the disproportionate health risk impacts warehouse pose on community members living, 61

working, and going to school within the immediate area of the Project site. According to the South Coast Air Quality Management District ("SCAQMD"):

> "Those living within a half mile of warehouses are more likely to include communities of color, have health impacts such as higher rates of asthma and heart attacks, and a greater environmental burden."[2]

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The disproportionate health effects on communities of color are not confined to the SCAQMD jurisdiction, however. A 2024 study published in *Nature Communications* reveals that this is a nationwide concern, as the expansion of warehouses has significantly increased traffic-related air pollutants in marginalized and minoritized communities across the United States.[3] Another study similarly indicates that "neighborhoods with lower household income levels and higher percentages of minorities are expected to have higher probabilities of containing warehousing facilities."[4] Additionally, a report authored by the Inland Empire-based People's Collective for Environmental Justice and University of Redlands states:

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> "As the warehouse and logistics industry continues to grow and net exponential profits at record rates, more warehouse projects are being approved and constructed in low-income communities of color and serving as a massive source of pollution by attracting thousands of polluting truck trips daily. Diesel trucks emit dangerous levels of nitrogen oxide and particulate matter that cause devastating health impacts including asthma, chronic obstructive pulmonary disease (COPD), cancer, and premature death. As a result, physicians consider these pollution-burdened areas 'diesel death zones.'"[5]

The San Joaquin Valley Air Pollution Control District ("SJVAPCD") itself admits that it faces significant air quality challenges that affect the numerous disadvantaged communities within its region.[6] It is evident that the continued development of industrial warehouses within these communities poses a significant environmental justice challenge and further contributes to a nationwide trend. However, the acceleration of warehouse development is only increasing despite the consequences on public health. In

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[2] "South Coast AQMD Governing Board Adopts Warehouse Indirect Source Rule." SCAQMD, May 2021, *available at:* http://www.aqmd.gov/docs/default-source/news-archive/2021/board-adopts-waisr-may7-2021.pdf?sfvrsn=9.
[3] "Air pollution impacts from warehousing in the United States uncovered with satellite data." Gaige Hunter Kerr, et al.; June 2024, *available at:* https://doi.org/10.1038/s41467-024-50000-0.
[4] "Location of warehouses and environmental justice: Evidence from four metros in California." Metro Freight Center of Excellence, January 2018, *available at:* https://www.metrans.org/assets/research/MF%201.1g_Location%20of%20warehouses%20and%20environmental%20justice_Final%20Report_021618.pdf, p. 21.
[5] "Warehouses, Pollution, and Social Disparities: An analytical view of the logistics industry's impacts on environmental justice communities across Southern California." People's Collective for Environmental Justice, April 2021, *available at:* https://earthjustice.org/sites/default/files/files/warehouse_research_report_4.15.2021.pdf, p. 4.
[6] "2024 Plan for the 2012 Annual PM2.5 Standard." SJVAPCD, June 2024, *available at:* https://ww2.valleyair.org/media/gw5bacvj/2024-pm25-plan.pdf, p. ES-9.

Southern California, the Inland Empire alone is adding 10 to 25 million SF of new industrial space each year.[7]

63 CONT

San Joaquin County, the setting of the proposed Project, has long borne a disproportionately high pollution burden. When using CalEnviroScreen 4.0, CalEPA's screening tool that ranks each census tract in the State for pollution and socioeconomic vulnerability, we found that the Project's census tract is in the 99th percentile of communities that are disproportionately affected by various sources of pollution (see excerpt below).[8]

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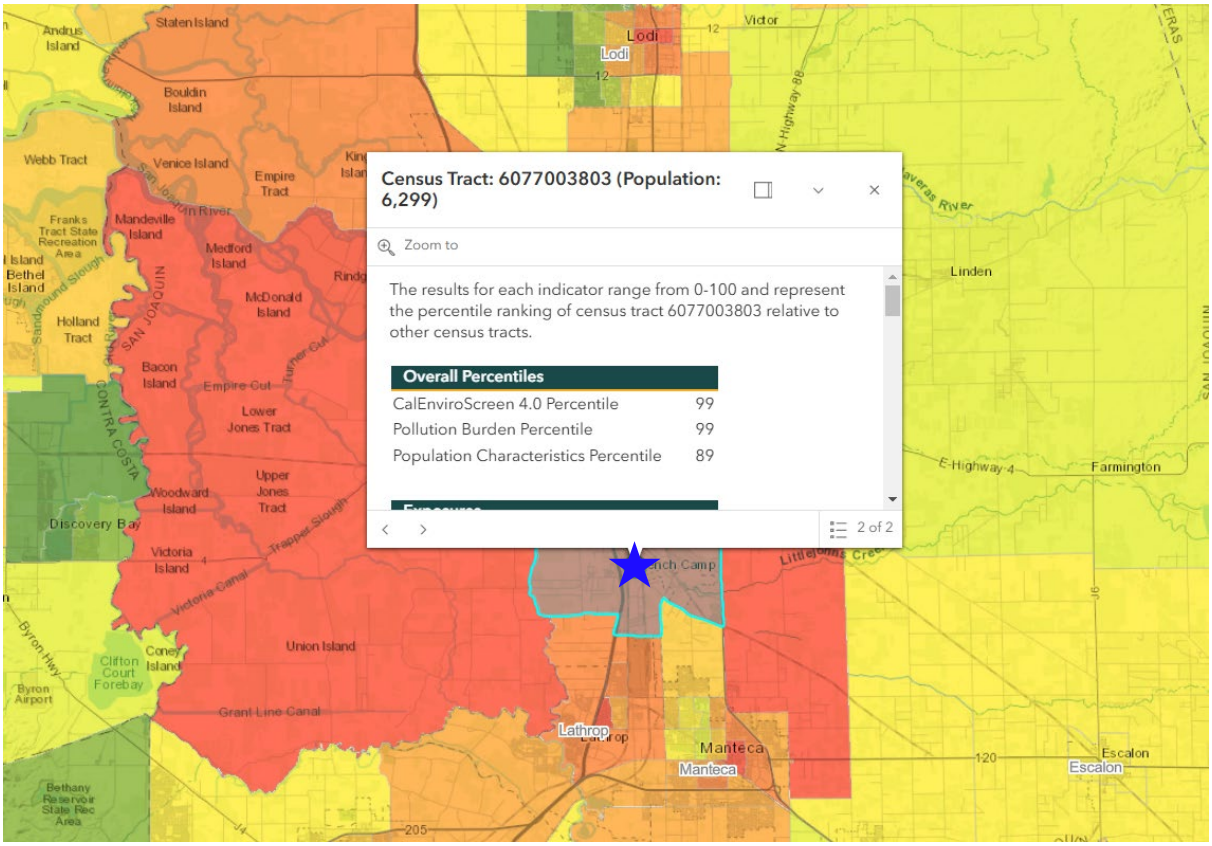

Additionally, according to CalEnviroScreen's SB 535 Disadvantaged Communities Map, the Project site is located in a designated disadvantaged community (see excerpt below).[9]

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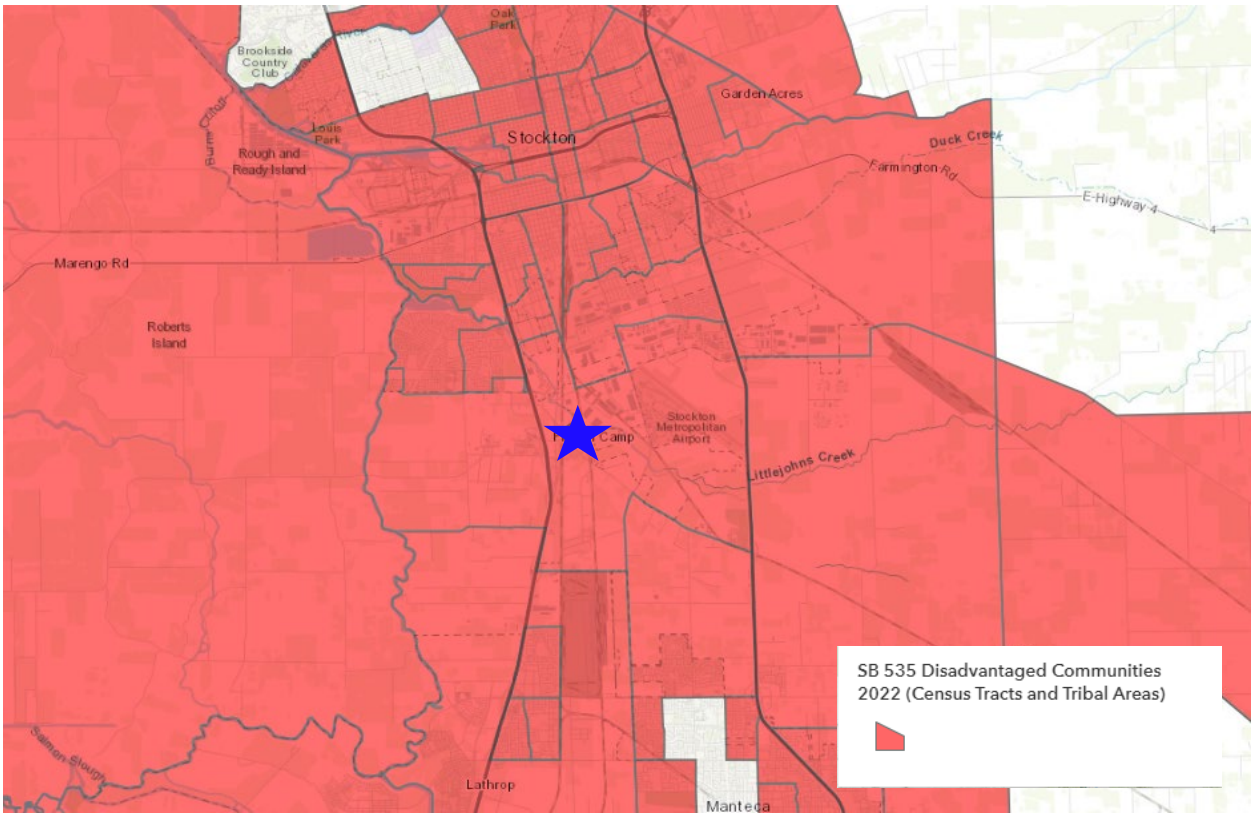
[7] "2020 North America Industrial Big Box Review & Outlook." CBRE, 2020, *available at:* https://www.cbre.com/-/media/project/cbre/shared-site/insights/local-responses/industrial-big-box-report-inland-empire/local-response-2020-ibb-inland-empire-overview.pdf, p. 2.

[8] "CalEnviroScreen 4.0." OEHHA, October 2021, *available at:* https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40, census tract #6071002204.

[9] "SB 535 Disadvantaged Communities (2022 Update)." California Environmental Protection Agency, *available at:* https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/



SB 535 provides funding for development projects that provide a benefit to disadvantaged communities. CalEPA has been given the responsibility for identifying those communities based on "geographic, socioeconomic, public health, and environmental hazard criteria."[10] As the Project site is within a disadvantaged community, and the Project's census tract exhibits a high cancer risk, the proposed Project would contribute to the disproportionate health impacts warehouses impose on nearby residents.

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The proposed Project may exacerbate disproportionate health risks for community members within the immediate area, a concern underscored by the mandates of SB 1000. SB 1000, enacted to address environmental justice considerations, requires local governments to integrate environmental justice elements into their planning processes, particularly focusing on reducing health risks for disadvantaged communities.[11]

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[10] "Final Designation of Disadvantaged Communities." California Environmental Protection Agency, *available at:* https://calepa.ca.gov/wp-content/uploads/sites/6/2022/05/Updated-Disadvantaged-Communities-Designation-DAC-May-2022-Eng.a.hp_-1.pdf?emrc=e05e10.

[11] "Environmental Justice in Local Land Use Planning." State of California Department of Justice, *available at:* https://oag.ca.gov/environment/sb1000.

As the Project site is located in an SB 535 disadvantaged community, we recommend reevaluating the Project's cumulative health risks to more effectively align with California Department of Justice ("CA DOJ") guidelines and SB 1000 environmental justice requirements. 68

The U.S. Environmental Protection Agency ("EPA") indicates that ozone, the main ingredient in "smog," can cause several health problems, which includes aggravating lung diseases and increasing the frequency of asthma attacks. The U.S. EPA states: 69

> "Children are at greatest risk from exposure to ozone because their lungs are still developing and they are more likely to be active outdoors when ozone levels are high, which increases their exposure. Children are also more likely than adults to have asthma."[12]

Regarding the increased sensitivity of early-life exposures to inhaled pollutants, the California Air Resources Board ("CARB") states: 70

> "Children are often at greater risk from inhaled pollutants, due to the following reasons:
>
> - Children have unique activity patterns and behavior. For example, they crawl and play on the ground, amidst dirt and dust that may carry a wide variety of toxicants. They often put their hands, toys, and other items into their mouths, ingesting harmful substances. Compared to adults, children typically spend more time outdoors and are more physically active. Time outdoors coupled with faster breathing during exercise increases children's relative exposure to air pollution.
>
> - Children are physiologically unique. Relative to body size, children eat, breathe, and drink more than adults, and their natural biological defenses are less developed. The protective barrier surrounding the brain is not fully developed, and children's nasal passages aren't as effective at filtering out pollutants. Developing lungs, immune, and metabolic systems are also at risk.
>
> - Children are particularly susceptible during development. Environmental exposures during fetal development, the first few years of life, and puberty have the greatest potential to influence later growth and development."[13]

A Stanford-led study also reveals that children exposed to high levels of air pollution are more susceptible to respiratory and cardiovascular diseases in adulthood.[14] Given that children are more susceptible to the negative health impacts of air pollutants, and that warehouses release more smog- 71

[12] "Health Effects of Ozone Pollution." U.S. EPA, May 2021, *available at:* https://www.epa.gov/ground-level-ozone-pollution/health-effects-ozone-pollution.
[13] "Children and Air Pollution." CARB, *available at:* https://ww2.arb.ca.gov/resources/documents/children-and-air-pollution.
[14] "Air pollution puts children at higher risk of disease in adulthood, according to Stanford researchers and others." Stanford, February 2021, *available at:* https://news.stanford.edu/2021/02/22/air-pollution-impacts-childrens-health/.

forming pollution than any other sector, it is necessary to evaluate the specific health risk that warehouses pose to children in the nearby community. 71 CONT

According to the above-mentioned study by the People's Collective for Environmental Justice and University of Redlands, a half mile radius is more commonly used for identifying sensitive receptors. Regarding the proposed Project itself, the IS/MND states: 72

> "The project site is located within the jurisdiction of the Manteca Unified School District (MUSD) and the Stockton Unified School District (SUSD). SUSD operates 54 schools with approximately 40,000 students. The closest school to the project site is the French Camp School, located approximately 0.21 mile south of the site at 241 Fourth Street. The second closest school to the project site is Great View Elementary, located 1.65 miles northwest of the site at 4223 McDougald Boulevard" (p. 120). 73

As discussed, French Camp School is located within half a mile of the Project site. An EIR should be prepared to evaluate the Project's contribution to the disproportionate impacts that warehouses pose on the surrounding communities, including an analysis of the impact on children and people of color who live and attend school in the surrounding area. In order to evaluate the cumulative air quality impact from the several warehouse projects proposed or built in a one-mile radius of the Project site, the analysis should prepare a revised cumulative HRA to quantify the adverse health outcome from the effects of exposure to multiple warehouses in the immediate area in conjunction with the poor ambient air quality in the Project's census tract. This recommendation is consistent with guidance provided by SB 1000 and the CA DOJ.[15] 74

Diesel Particulate Matter Emissions Inadequately Evaluated

The IS/MND concludes that the proposed Project would result in a less-than-significant health risk impact based on a quantified construction Health Risk Analysis ("HRA"). Specifically, the IS/MND estimates that the cumulative maximum cancer risk posed to nearby, existing residential sensitive receptors associated with construction would be 0.8 in one million, respectively, which would not exceed the SJVAPCD significance threshold of 20 in one million (see excerpt below) (p. 48, Table 5). 75

[15] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." State of California Department of Justice, September 2022, available at: https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf, p. 6.

Table 5: Estimated Health Risks and Hazards During Project Construction at the Maximum Impacted Receptor

Source	Cancer Risk (risk per million)	Chronic Non-Cancer HI[1]
Unmitigated Risk and Hazards	0.8	0.001
Significance Threshold	**20**	**1**
Exceeds Individual Source Threshold?	**No**	**No**

Notes:
$\mu g/m^3$ = micrograms per cubic meter
DPM = diesel particulate matter
HI = hazard index
MIR = Maximally Impacted Sensitive Receptor
PM_{10} = particulate matter, including dust, 10 micrometers or less in diameter
REL = Reference Exposure Level
[1] Chronic non-cancer HI was estimated by dividing the maximum annual DPM concentration (as PM_{10} exhaust) by the REL of 5 $\mu g/m^3$.
[2] Risk is based on Infant Exposure starting in Third Trimester and over the construction period.
Source: Appendix A.
The MIR was determined to be a residence located at 7201 South McKinley Avenue, French Camp, CA 95231, approximately 440 feet from the project site.

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Furthermore, the IS/MND states:

> "The General Plan EIR, MM A-5 requires industrial or warehousing land uses that would generate substantial diesel truck travel (i.e., 100 diesel trucks per day or 40 or more trucks with diesel powered TRUs per day based on ARB recommendations for siting new sensitive land uses) to coordinate with the SJVAPCD and determine the appropriate level of HRA required in such cases.
>
> Since the proposed project will generate only 20 truck trips per day, it would not be considered to generate substantial diesel truck traffic. Therefore, an HRA and consultation is not required and health risks from operation of the facility, including DPM emissions from trucks, are considered to be less than significant" (p. 49).

The IS/MND declares that an operational HRA is not necessary based on SJVAPCD standards. The IS/MND's evaluation of the Project's potential health risk impacts, as well as the subsequent less-than-significant impact conclusion, however, is unsupported for four reasons.

First, the IS/MND fails to mention or provide the exposure assumptions for the HRA, such as the age sensitivity factors ("ASF") or time at home factors ("TAH")/fraction of time at home ("FAH") values. Until the IS/MND substantiates the use of correct exposure assumptions, the HRA may underestimate the cancer risk posed to nearby, existing sensitive receptors because of Project construction. Furthermore, according to the *Risk Assessment Guidelines* provided by the Office of Environmental Health Hazard

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Assessment ("OEHHA"), the organization responsible for providing guidance on conducting HRAs in California, the IS/MND's model should have used the following equation:[16]

A. Equation 8.2.4 A: $RISK_{inh\text{-}res} = DOSE_{air} \times CPF \times ASF \times ED/AT \times FAH$

7. $RISK_{inh\text{-}res}$ = Residential inhalation cancer risk
8. $DOSE_{air}$ = Daily inhalation dose (mg/kg-day)
9. CPF = Inhalation cancer potency factor (mg/kg-day^{-1})
10. ASF = Age sensitivity factor for a specified age group (unitless)
11. ED = Exposure duration (in years) for a specified age group
12. AT = Averaging time for lifetime cancer risk (years)
13. FAH = Fraction of time spent at home (unitless)

76 CONT

The IS/MND and associated documents fail to provide a dose and risk equation to calculate the Project's construction cancer risks. As such, we cannot verify that the IS/MND's HRA is accurate, and the Project's cancer risks may be underestimated.

Second, the IS/MND relies on guidance provided in the 2005 CARB's *Air Quality and Land Use Handbook* to omit an operational HRA (p. 49). As it is now July 2024, the Project should rely on the most recently updated guidance from the CEQA and the CA DOJ, as demonstrated below.

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Third, by failing to prepare a quantified operational HRA, the Project is inconsistent with the CEQA requirements to make "a reasonable effort to substantively connect a project's air quality impacts to likely health consequences."[17] By failing to prepare a quantified construction and operational HRA, the Project is inconsistent with CEQA's requirement to make "a reasonable effort to substantively connect a project's air quality impacts to likely health consequences."[18]The Project is also inconsistent with the CA DOJ projects prepare a quantitative HRA in accordance with the OEHHA, the organization responsible for providing guidance on conducting HRAs in California.[19]

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According to the IS/MND, operation of the Project is anticipated to generate about 378 daily vehicle trips, which would generate additional exhaust emissions and expose nearby sensitive receptors to diesel particulate matter ("DPM") emissions (p. 41). The IS/MND, however, fails to evaluate the toxic air contaminant ("TAC") emissions associated with Project operation or indicate the concentrations at which such pollutants would trigger adverse health effects. Without making a reasonable effort to

[16] "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at*: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 8-7 Equation 8.2.4.
[17] "Sierra Club v. County of Fresno." Supreme Court of California, December 2018, a*vailable at:* https://ceqaportal.org/decisions/1907/Sierra%20Club%20v.%20County%20of%20Fresno.pdf.
[18] "Sierra Club v. County of Fresno." Supreme Court of California, December 2018, a*vailable at:* https://ceqaportal.org/decisions/1907/Sierra%20Club%20v.%20County%20of%20Fresno.pdf.
[19] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." State of California Department of Justice, *available at*: https://oag.ca.gov/sites/all/files/agweb/pdfs/environment/warehouse-best-practices.pdf, p. 6.

connect the Project's operational TAC emissions to the potential health risks posed to nearby receptors, the Project is inconsistent with CEQA's requirement to correlate the Project-generated emissions with potential adverse impacts on human health. 78 CONT

Fourth, while the IS/MND conducts a construction HRA, the IS/MND fails to evaluate the combined lifetime cancer risk to nearby receptors as a result of Project construction and operation together. According to OEHHA guidance, "the excess cancer risk is calculated separately for each age grouping and then summed to yield cancer risk at the receptor location."[20] The IS/MND fails to sum the total cancer risks in order to evaluate the combined cancer risk over the course of the Project's total construction and operation. This is unsubstantiated, and an EIR should be prepared in order to quantify the Project's total construction and operational cancer risks to compare to the SJVAPCD threshold of 20 in one million, as referenced by the HRA Report (p. 48). 79

Screening-Level Analysis Indicates Potentially Significant Health Risk Impact

In accordance with CEQA, projects are required to make "a reasonable effort to substantively connect a project's air quality impacts to likely health consequences."[21] In order to analyze the Project's potential health risk impacts, we conducted a screening-level risk assessment relying upon AERSCREEN, which is a screening level air quality dispersion model.[22] The model replaced SCREEN3, and AERSCREEN is included in OEHHA and the California Air Pollution Control Officers Associated ("CAPCOA") guidance as the appropriate air dispersion model for Level 2 health risk screening assessments ("HRSAs").[23, 24] A Level 2 HRSA utilizes a limited amount of site-specific information to generate maximum reasonable downwind concentrations of air contaminants to which nearby sensitive receptors may be exposed. If an unacceptable air quality hazard is determined to be possible using AERSCREEN, a more refined modeling approach should be conducted prior to approval of the Project. 80

We prepared a preliminary HRA of the Project's operational health risk impact to residential sensitive receptors using the annual $PM_{2.5}$ exhaust estimates from the IS/MND's CalEEMod "Stockton McKinley Avenue Warehouse" model's output files. Consistent with recommendations set forth by OEHHA, we assumed residential exposure begins during the third trimester stage of life.[25] Subtracting the 266-day construction period from the total residential duration of 30 years, we assumed that after Project construction, the sensitive receptor would be exposed to the Project's operational DPM for an additional 29.27 years, approximately. The IS/MND's operational CalEEMod emissions indicate that 81

[20] "Guidance Manual for preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf p. 8-4.
[21] "Sierra Club v. County of Fresno." Supreme Court of California, December 2018, a*vailable at:* https://ceqaportal.org/decisions/1907/Sierra%20Club%20v.%20County%20of%20Fresno.pdf.
[22] "AERSCREEN Released as the EPA Recommended Screening Model," U.S. EPA, April 2011, *available at:* https://www.epa.gov/sites/default/files/2020-10/documents/20110411_aerscreen_release_memo.pdf
[23] "Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf.
[24] "Health Risk Assessments for Proposed Land Use Projects." CAPCOA, July 2009, *available at:* https://www.valleyair.org/transportation/CAPCOA_HRA_LU_Guidelines_8-6-09.pdf.
[25] "Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 8-18.

operational activities will generate approximately 40 pounds of DPM per year throughout operation. Applying the same equation used to estimate the construction DPM rate, we estimated the following emission rate for Project operation:

$$Emission\ Rate\ \left(\frac{grams}{second}\right) = \frac{40\ lbs}{365\ days} \times \frac{453.6\ grams}{lbs} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{3{,}600\ seconds} = \mathbf{0.000575\ g/s}$$

Using this equation, we estimated an operational emission rate of 0.000575 g/s. Construction and operation were simulated as a 11.7-acre rectangular area source in AERSCREEN, with approximate dimensions of 308- by 154-meters. A release height of three meters was selected to represent the height of stacks of operational equipment and other heavy-duty vehicles, and an initial vertical dimension of one and a half meters was used to simulate instantaneous plume dispersion upon release. An urban meteorological setting was selected with model-default inputs for wind speed and direction distribution. The population of Stockton was obtained from U.S. 2022 Census data.[26]

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The AERSCREEN model generates maximum reasonable estimates of single-hour DPM concentrations from the Project Site. The EPA suggests that the annualized average concentration of an air pollutant be estimated by multiplying the single-hour concentration by 10% in screening procedures.[27] The IS/MND states that the nearest sensitive receptor is located 440 feet away from the project site (p. 48). However, review of the AERSCREEN output files demonstrates that the maximally exposed individual receptor ("MEIR") is located approximately 150 meters from the Project site. Thus, the single-hour concentration estimated by AERSCREEN is 0.479 µg/m^3 DPM at approximately 150 meters downwind. Multiplying this single-hour concentration by 10%, we get an annualized average concentration of 0.0479 µg/m^3 for Project operation at the MEIR.[28]

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We calculated the excess cancer risk to the MEIR using applicable HRA methodologies prescribed by OEHHA, as recommended by SJVAPCD.[29] Specifically, guidance from OEHHA and CARB recommends the use of a standard point estimate approach, including high-point estimate (i.e. 95th percentile) breathing rates and age sensitivity factors ("ASF") in order to account for the increased sensitivity to carcinogens during early-in-life exposure and accurately assess risk for susceptible subpopulations such as children.

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[26] "Stockton." U.S. Census Bureau, 2022, *available at:* https://datacommons.org/place/geoId/0675000.
[27] "Screening Procedures for Estimating the Air Quality Impact of Stationary Sources Revised." U.S. EPA, October 1992, *available at:* https://nepis.epa.gov/Exe/ZyNET.exe/2000F86J.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1991+Thru+1994&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C91thru94%5CTxt%5C00000014%5C2000F86J.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL.
[28] See Attachment B for AERSCREEN output files.
[29] "Update to District's Risk Management Policy to Address OEHHA's Revised Risk Assessment Guidance Document." SJVAPCD, May 2015, *available at:* https://www.valleyair.org/busind/pto/staff-report-5-28-15.pdf.

The residential exposure parameters utilized for the various age groups in our screening-level HRA are as follows:

Exposure Assumptions for Residential Individual Cancer Risk

Age Group	Breathing Rate (L/kg-day)[30]	Age Sensitivity Factor[31]	Exposure Duration (years)	Fraction of Time at Home[32]	Exposure Frequency (days/year)[33]	Exposure Time (hours/day)
3rd Trimester	361	10	0.25	1	350	24
Infant (0 - 2)	1090	10	2	1	350	24
Child (2 - 16)	572	3	14	1	350	24
Adult (16 - 30)	261	1	14	0.73	350	24

For the inhalation pathway, the procedure requires the incorporation of several discrete variates to effectively quantify dose for each age group. Once determined, contaminant dose is multiplied by the cancer potency factor ("CPF") in units of inverse dose expressed in milligrams per kilogram per day ($mg/kg/day^{-1}$) to derive the cancer risk estimate. Therefore, to assess exposures, we utilized the following dose algorithm:

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$$Dose_{AIR,per\ age\ group} = C_{air} \times EF \times \left[\frac{BR}{BW}\right] \times A \times CF$$

where:

$Dose_{AIR}$ = dose by inhalation (mg/kg/day), per age group
C_{air} = concentration of contaminant in air (µg/m3)
EF = exposure frequency (number of days/365 days)
BR/BW = daily breathing rate normalized to body weight (L/kg/day)
A = inhalation absorption factor (default = 1)
CF = conversion factor (1x10-6, µg to mg, L to m3)

[30] "Supplemental Guidelines for Preparing Risk Assessments for the Air Toxics 'Hot Spots' Information and Assessment Act." SCAQMD, October 2020, available at: http://www.aqmd.gov/docs/default-source/planning/risk-assessment/ab-2588-supplemental-guidelines.pdf?sfvrsn=19, p. 19; see also "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf.

[31] "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 8-5 Table 8.3.

[32] "Risk Assessment Procedures." SCAQMD, August 2017, available at: http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1401/riskassessmentprocedures_2017_080717.pdf, p. 7.

[33] "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 5-24.

To calculate the overall cancer risk, we used the following equation for each appropriate age group:

$$Cancer\ Risk_{AIR} = Dose_{AIR} \times CPF \times ASF \times FAH \times \frac{ED}{AT}$$

where:

$Dose_{AIR}$ = dose by inhalation (mg/kg/day), per age group
CPF = cancer potency factor, chemical-specific $(mg/kg/day)^{-1}$
ASF = age sensitivity factor, per age group
FAH = fraction of time at home, per age group (for residential receptors only)
ED = exposure duration (years)
AT = averaging time period over which exposure duration is averaged (always 70 years)

Consistent with the 664-day construction schedule, the annualized average concentration for construction was used for the entire third trimester of pregnancy (0.25 years) and the first 1.57 years of the infantile stage of life (0 – 2 years). The annualized average concentration for operation was used for the remainder of the 30-year exposure period, which makes up the latter 0.43 years of the infantile stage of life, as well as the entire child (2 – 16 years) and adult (16 – 30 years) stages of life. The results of our calculations are shown in the table below. **83 CONT**

The Maximally Exposed Individual at an Existing Residential Receptor

Age Group	**Emissions Source**	**Duration** (years)	**Concentration** (ug/m3)	**Cancer Risk**
3rd Trimester	Construction	0.25	*	*
	Construction	*0.48*		***
	Operation	*1.52*	*0.0479*	*1.02E-05*
Infant (0 - 2)	Total	2		1.02-05
Child (2 - 16)	Operation	14	0.0479	1.25E-05
Adult (16 - 30)	Operation	14	0.0479	1.92E-06
Lifetime		**30**		**2.46E-05**

As demonstrated in the table above, the excess cancer risks to infants, children, and adults at the MEIR located approximately 150 meters away, over the course of Project operation, are approximately 10.2, 12.5, and 1.92 in one million, respectively. The excess cancer risk over the course of a residential lifetime (30 years) is approximately 24.6 in one million. When summing the Project's operational cancer risk, as estimated by SWAPE, with the IS/MND's construction-related cancer risk of 0.8 in one million, we estimate an excess cancer risk of 25.4 in one million over the course of a residential lifetime (30 years). **84** **85**

As such, the child and lifetime cancer risks exceed the SJVAPCD threshold of 20 in one million, and would result in a potentially significant impact. 86

Our analysis represents a screening-level HRA, which is known to be conservative and tends to err on the side of health protection. The purpose of the screening-level HRA is to demonstrate the potential link between Project-generated emissions and adverse health risk impacts. According to the U.S. EPA: 87

> "EPA's Exposure Assessment Guidelines recommend completing exposure assessments iteratively using a tiered approach to 'strike a balance between the costs of adding detail and refinement to an assessment and the benefits associated with that additional refinement' (U.S. EPA, 1992).
>
> In other words, an assessment using basic tools (e.g., simple exposure calculations, default values, rules of thumb, conservative assumptions) can be conducted as the first phase (or tier) of the overall assessment (i.e., a screening-level assessment).
>
> The exposure assessor or risk manager can then determine whether the results of the screening-level assessment warrant further evaluation through refinements of the input data and exposure assumptions or by using more advanced models."

As demonstrated above, screening-level analyses warrant further evaluation in a refined modeling approach. As our screening-level HRA demonstrates that construction and operation of the Project could result in a potentially significant health risk impact, the future EIR should be prepared to include a refined health risk analysis which adequately and accurately evaluates health risk impacts associated with both Project construction and operation. If the refined analysis similarly concludes that the Project would result in a significant health risk impact, then mitigation measures should be incorporated, as described below in the "Feasible Mitigation Measures Available to Reduce Emissions" section. 88

Mitigation

Feasible Mitigation Measures Available to Reduce Emissions

According to CEQA Guidelines § 15096(g)(2):

> "When an updated EIR has been prepared for a project, the Responsible Agency shall not approve the project as proposed if the agency finds any feasible alternative or feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment." 89

The IS/MND is consequently required under CEQA to implement all feasible mitigation to reduce the Project's potential impacts. As demonstrated in the sections above, the Project would result in potentially significant health risk impacts that should be mitigated further.

To reduce the DPM emissions associated with Project construction and operation, we recommend the IS/MND consider several mitigation measures (see list below). 90

The CARB recommends: [34]

- Require all off-road diesel-powered equipment used during construction to be equipped with Tier 4 or cleaner engines, except for specialized construction equipment in which Tier 4 engines are not available. In place of Tier 4 engines, off-road equipment can incorporate retrofits, such that, emission reductions achieved are equal to or exceed that of a Tier 4 engine.
- Requires all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers) used during project construction be battery powered.
- Require all heavy-duty trucks entering the construction site during the grading and building construction phases be model year 2014 or later. All heavy-duty haul trucks should also meet CARB's lowest optional low-oxides of nitrogen (NOx) standard starting in the year 2022.
- Require all construction equipment and fleets to be in compliance with all current air quality regulations.
- Requiring all TRUs entering the project-site be plug-in capable.
- Require future tenants to exclusively use zero-emission light and medium-duty delivery trucks and vans.
- Require all heavy-duty trucks entering or on the project site to be zero-emission vehicles, and be fully zero-emission. A list of commercially available zero-emission trucks can be obtained from the Hybrid and Zero-emission Truck and Bus Voucher Incentive Project (HVIP). Additional incentive funds can be obtained from the Carl Moyer Program and Voucher Incentive Program.
- Restrict trucks and support equipment from idling longer than two minutes while on site.
- Require the installation of vegetative walls or other effective barriers that separate loading docks and people living or working nearby.

90 CONT

In addition to recommending similar mitigation as the above-mentioned measures from CARB, the CA DOJ suggests:[35]

- Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the

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[34] "Recommended Air Pollution Emission Reduction Measures for Warehouses and Distribution Centers." CARB, August 2023, *available at*: https://ww2.arb.ca.gov/sites/default/files/2023-08/CARB%20Comments%20-%20NOP%20for%20the%20%20Oak%20Valley%20North%20Project%20DEIR.pdf; Attachment A, p. 5 – 8.
[35] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." State of California Department of Justice, September 2022, *available at*: https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf, p. 8 – 10.

affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.

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Lastly, SCAQMD staff recommends: [36]

- Clearly mark truck routes with trailblazer signs so that trucks will not travel next to or near sensitive land uses (e.g., residences, schools, daycare centers, etc.).
- Design the Proposed Project such that truck entrances and exits are not facing sensitive receptors and trucks will not travel past sensitive land uses to enter or leave the Proposed Project site.
- Design the Proposed Project such that any truck check-in point is inside the Proposed Project site to ensure no trucks are queuing outside.
- Design the Proposed Project to ensure that truck traffic inside the Proposed Project site is as far away as feasible from sensitive receptors.
- Restrict overnight truck parking in sensitive land uses by providing overnight truck parking inside the Proposed Project site.

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The CalEEMod User's Guide confirms that the methods for mitigating DPM emissions include the use of "alternative fuel, electric equipment, diesel particulate filters (DPF), oxidation catalysts, newer tier engines, and dust suppression."[37]

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As demonstrated above, we have provided several mitigation measures that would reduce Project-related DPM developed from sources including CARB, the CA DOJ and others. These measures offer a cost-effective, feasible way to incorporate lower-emitting design features into the proposed Project, which subsequently reduce emissions released during Project construction and operation.

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An EIR should be prepared that includes all feasible mitigation measures, as well as an updated health risk analysis to ensure that the necessary mitigation measures are implemented to reduce emissions to the maximum extent feasible. The EIR should also demonstrate a commitment to the implementation of these measures prior to Project approval, to ensure that the Project's potentially significant emissions are reduced to the maximum extent possible.

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Disclaimer

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is

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[36] "Draft Environmental Impact Report (EIR) for the Proposed CADO Menifee Industrial Warehouse Project (Proposed Project)." SCAQMD, April 2024, *available at*: https://www.aqmd.gov/docs/default-source/ceqa/comment-letters/2024/april-2024/RVC240313-05.pdf?sfvrsn=8, p. 3 - 4.
[37] "Calculation Details for CalEEMod." CAPCOA, May 2021, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/user-guide-2021/appendix-a2020-4-0.pdf?sfvrsn=6, Appendix A, p. 60.

made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

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Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

Attachment A: Health Risk Calculations
Attachment B: AERSCREEN Output Files
Attachment A: Matt Hagemann CV
Attachment B: Paul Rosenfeld CV

Construction			
2024		**Total**	
Annual Emissions (tons/year)	0.05	Total DPM (lbs)	72.87671233
Daily Emissions (lbs/day)	0.273972603	Total DPM (g)	33056.87671
Construction Duration (days)	266	Emission Rate (g/s)	0.001438356
Total DPM (lbs)	72.87671233	Release Height (meters)	3
Total DPM (g)	33056.87671	Total Acreage	11.7
Start Date	4/1/2024	Max Horizontal (meters)	307.73
End Date	12/23/2024	Min Horizontal (meters)	153.86
Construction Days	266	Initial Vertical Dimension (meters)	1.5
		Setting	Stockton
		Population	321,819
		Start Date	4/1/2024
		End Date	12/23/2024
		Total Construction Days	266
		Total Years of Construction	0.73
		Total Years of Operation	29.27

Operation	
Emission Rate	
Annual Emissions (tons/year)	0.02
Daily Emissions (lbs/day)	0.109589041
Total DPM (lbs)	40
Emission Rate (g/s)	0.000575342
Release Height (meters)	3
Total Acreage	11.7
Max Horizontal (meters)	307.73
Min Horizontal (meters)	153.86
Initial Vertical Dimension (meters)	1.5
Setting	Stockton
Population	321,819

The Maximally Exposed Individual at an Existing Residential Receptor				
Age Group	**Emissions Source**	**Duration** (years)	**Concentration** (ug/m3)	**Cancer Risk**
3rd Trimester	Construction	0.25	*	*
	Construction	*0.48*	*	*
	Operation	*1.52*	*0.0479*	*1.02E-05*
Infant (0 - 2)	Total	2		1.02E-05
Child (2 - 16)	Operation	14	0.0479	1.25E-05
Adult (16 - 30)	Operation	14	0.0479	1.92E-06
Lifetime		**30**		**2.46E-05**

AERSCREEN 21112 / AERMOD 21112 09/20/24
12:00:18

TITLE: SouthMcKinley, Operational

********** AREA PARAMETERS **********

SOURCE EMISSION RATE:	0.575E-03	g/s	0.457E-02	lb/hr
AREA EMISSION RATE:	0.122E-07	g/(s-m2)	0.964E-07	lb/(hr-m2)
AREA HEIGHT:	3.00	meters	9.84	feet
AREA SOURCE LONG SIDE:	307.73	meters	1009.61	feet
AREA SOURCE SHORT SIDE:	153.86	meters	504.79	feet
INITIAL VERTICAL DIMENSION:	1.50	meters	4.92	feet
RURAL OR URBAN:	URBAN			
POPULATION:	321819			
INITIAL PROBE DISTANCE =	5000.	meters	16404.	feet

********** BUILDING DOWNWASH PARAMETERS **********

BUILDING DOWNWASH NOT USED FOR NON-POINT SOURCES

********** FLOW SECTOR ANALYSIS **********
25 meter receptor spacing: 1. meters - 5000. meters

MAXIMUM IMPACT RECEPTOR

Zo SECTOR	SURFACE ROUGHNESS	1-HR CONC (ug/m3)	RADIAL (deg)	DIST (m)	TEMPORAL PERIOD
1*	1.000	0.4788	10	150.0	WIN

* = worst case diagonal

```
*********************  MAKEMET METEOROLOGY PARAMETERS  ********************
--------------------------------------------------------------------------

MIN/MAX TEMPERATURE:    250.0 / 310.0 (K)

MINIMUM WIND SPEED:       0.5 m/s

ANEMOMETER HEIGHT:     10.000 meters

SURFACE CHARACTERISTICS INPUT: AERMET SEASONAL TABLES

DOMINANT SURFACE PROFILE: Urban
DOMINANT CLIMATE TYPE:    Average Moisture
DOMINANT SEASON:          Winter

ALBEDO:                  0.35
BOWEN RATIO:             1.50
ROUGHNESS LENGTH:       1.000 (meters)

SURFACE FRICTION VELOCITY (U*) NOT ADUSTED


       METEOROLOGY CONDITIONS USED TO PREDICT OVERALL MAXIMUM IMPACT
       -------------------------------------------------------------

 YR MO DY JDY HR
 -- -- -- --- --
 10 01 10  10 01

    H0     U*     W*  DT/DZ ZICNV ZIMCH  M-O LEN    Z0  BOWEN ALBEDO  REF WS
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
 -1.30  0.043 -9.000  0.020 -999.   21.      6.0 1.000   1.50   0.35    0.50

    HT  REF TA     HT
- - - - - - - - - - -
  10.0   310.0    2.0



--------------------------------------------------------------------------
*********************** AERSCREEN AUTOMATED DISTANCES *********************
                  OVERALL MAXIMUM CONCENTRATIONS BY DISTANCE
--------------------------------------------------------------------------


                      MAXIMUM                              MAXIMUM
            DIST     1-HR CONC                  DIST     1-HR CONC
             (m)      (ug/m3)                    (m)      (ug/m3)
         ---------------------               ---------------------
            1.00    0.3725                   2525.00    0.1071E-01
```

25.00	0.3954	2550.00	0.1056E-01
50.00	0.4162	2575.00	0.1043E-01
75.00	0.4344	2600.00	0.1029E-01
100.00	0.4506	2625.00	0.1016E-01
125.00	0.4655	2650.00	0.1003E-01
150.00	0.4788	2675.00	0.9900E-02
175.00	0.4389	2700.00	0.9776E-02
200.00	0.3160	2725.00	0.9654E-02
225.00	0.2591	2750.00	0.9535E-02
250.00	0.2254	2775.00	0.9419E-02
275.00	0.2003	2800.01	0.9305E-02
300.00	0.1798	2825.00	0.9193E-02
325.00	0.1625	2850.00	0.9170E-02
350.00	0.1480	2875.00	0.9061E-02
375.00	0.1355	2900.00	0.8954E-02
400.00	0.1247	2925.00	0.8849E-02
425.00	0.1154	2950.00	0.8747E-02
450.00	0.1071	2975.00	0.8646E-02
475.00	0.9987E-01	3000.00	0.8548E-02
500.00	0.9337E-01	3025.00	0.8451E-02
525.00	0.8765E-01	3050.00	0.8357E-02
550.00	0.8247E-01	3075.00	0.8264E-02
575.00	0.7777E-01	3100.00	0.8173E-02
600.00	0.7355E-01	3125.00	0.8083E-02
625.00	0.6971E-01	3150.00	0.7996E-02
650.00	0.6618E-01	3175.00	0.7910E-02
675.00	0.6297E-01	3200.00	0.7825E-02
700.00	0.6004E-01	3225.00	0.7742E-02
725.00	0.5732E-01	3250.00	0.7661E-02
750.00	0.5478E-01	3275.00	0.7581E-02
775.00	0.5243E-01	3300.00	0.7502E-02
800.00	0.5026E-01	3325.00	0.7425E-02
825.00	0.4825E-01	3350.00	0.7350E-02
850.00	0.4639E-01	3375.00	0.7275E-02
875.00	0.4465E-01	3400.00	0.7202E-02
900.00	0.4300E-01	3425.00	0.7130E-02
925.00	0.4145E-01	3450.00	0.7060E-02
950.00	0.4000E-01	3475.00	0.6990E-02
975.00	0.3863E-01	3500.00	0.6922E-02
1000.00	0.3734E-01	3525.00	0.6855E-02
1025.00	0.3613E-01	3550.00	0.6789E-02
1050.00	0.3498E-01	3575.00	0.6724E-02
1075.00	0.3390E-01	3600.00	0.6660E-02
1100.00	0.3288E-01	3625.00	0.6597E-02
1125.00	0.3191E-01	3650.00	0.6536E-02
1150.00	0.3098E-01	3675.00	0.6475E-02
1175.00	0.3009E-01	3700.00	0.6415E-02
1200.00	0.2925E-01	3725.00	0.6356E-02
1225.00	0.2845E-01	3750.00	0.6298E-02
1250.00	0.2769E-01	3775.00	0.6241E-02

1275.00	0.2697E-01	3800.00	0.6185E-02
1300.00	0.2628E-01	3825.00	0.6130E-02
1325.00	0.2562E-01	3850.00	0.6076E-02
1350.00	0.2498E-01	3875.00	0.6022E-02
1375.00	0.2437E-01	3900.00	0.5969E-02
1400.00	0.2378E-01	3925.00	0.5917E-02
1425.00	0.2322E-01	3950.00	0.5866E-02
1450.00	0.2269E-01	3975.00	0.5816E-02
1475.00	0.2217E-01	4000.00	0.5766E-02
1500.00	0.2168E-01	4025.00	0.5717E-02
1525.00	0.2120E-01	4050.00	0.5669E-02
1550.00	0.2073E-01	4075.00	0.5621E-02
1575.00	0.2029E-01	4100.00	0.5574E-02
1600.00	0.1986E-01	4125.00	0.5528E-02
1625.00	0.1945E-01	4150.00	0.5483E-02
1650.00	0.1905E-01	4175.00	0.5438E-02
1675.00	0.1867E-01	4200.00	0.5394E-02
1700.00	0.1830E-01	4225.00	0.5350E-02
1725.00	0.1794E-01	4250.00	0.5307E-02
1750.00	0.1759E-01	4275.00	0.5265E-02
1775.00	0.1726E-01	4300.00	0.5223E-02
1800.00	0.1693E-01	4325.00	0.5182E-02
1825.00	0.1662E-01	4350.00	0.5141E-02
1850.00	0.1632E-01	4375.00	0.5101E-02
1875.00	0.1603E-01	4400.00	0.5061E-02
1900.00	0.1574E-01	4425.00	0.5022E-02
1925.00	0.1547E-01	4450.00	0.4983E-02
1950.00	0.1520E-01	4475.00	0.4945E-02
1975.00	0.1494E-01	4500.00	0.4908E-02
2000.00	0.1469E-01	4525.00	0.4871E-02
2025.00	0.1445E-01	4550.00	0.4834E-02
2050.00	0.1421E-01	4575.00	0.4798E-02
2075.00	0.1398E-01	4600.00	0.4762E-02
2100.00	0.1375E-01	4625.00	0.4727E-02
2125.00	0.1353E-01	4650.00	0.4693E-02
2150.00	0.1332E-01	4675.00	0.4658E-02
2175.00	0.1311E-01	4700.00	0.4624E-02
2200.00	0.1291E-01	4725.00	0.4591E-02
2225.00	0.1272E-01	4750.00	0.4558E-02
2250.00	0.1253E-01	4775.00	0.4525E-02
2275.00	0.1234E-01	4800.00	0.4493E-02
2300.00	0.1216E-01	4825.00	0.4461E-02
2325.00	0.1198E-01	4850.00	0.4430E-02
2350.00	0.1181E-01	4875.00	0.4399E-02
2375.00	0.1164E-01	4900.00	0.4368E-02
2400.00	0.1147E-01	4925.00	0.4338E-02
2425.00	0.1131E-01	4950.00	0.4308E-02
2450.00	0.1115E-01	4975.00	0.4278E-02
2475.00	0.1100E-01	5000.00	0.4249E-02
2500.00	0.1085E-01		

********** AERSCREEN MAXIMUM IMPACT SUMMARY **********

3-hour, 8-hour, and 24-hour scaled
concentrations are equal to the 1-hour concentration as referenced in
SCREENING PROCEDURES FOR ESTIMATING THE AIR QUALITY
IMPACT OF STATIONARY SOURCES, REVISED (Section 4.5.4)
Report number EPA-454/R-92-019
http://www.epa.gov/scram001/guidance_permit.htm
under Screening Guidance

CALCULATION PROCEDURE	MAXIMUM 1-HOUR CONC (ug/m3)	SCALED 3-HOUR CONC (ug/m3)	SCALED 8-HOUR CONC (ug/m3)	SCALED 24-HOUR CONC (ug/m3)	SCALED ANNUAL CONC (ug/m3)
FLAT TERRAIN	0.4820	0.4820	0.4820	0.4820	N/A

DISTANCE FROM SOURCE 156.99 meters

IMPACT AT THE AMBIENT BOUNDARY	0.3725	0.3725	0.3725	0.3725	N/A

DISTANCE FROM SOURCE 1.00 meters

Attachment C

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
Industrial Stormwater Compliance
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, Matt has developed extensive client relationships and has managed complex projects that include consultation as an expert witness and a regulatory specialist, and a manager of projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2104, 2017;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at more than 100 industrial facilities.
- Expert witness on numerous cases including, for example, perfluorooctanoic acid (PFOA) contamination of groundwater, MTBE litigation, air toxins at hazards at a school, CERCLA compliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.
- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted

public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9.

Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific

principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt is currently a part time geology instructor at Golden West College in Huntington Beach, California where he taught from 2010 to 2014 and in 2017.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examinations, 2009-2011.

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

SOIL WATER AIR PROTECTION ENTERPRISE
2656 29th Street, Suite 201
Santa Monica, California 90405
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Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Focus on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years of experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Rosenfeld P. E., Spaeth K., Hallman R., Bressler R., Smith, G., (2022) Cancer Risk and Diesel Exhaust Exposure Among Railroad Workers. *Water Air Soil Pollution.* **233,** 171.

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P**., (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004.* New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality.* 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld. (**1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., "The science for Perfluorinated Chemicals (PFAS): What makes remediation so hard?" Law Seminars International, (May 9-10, 2018) 800 Fifth Avenue, Suite 101 Seattle, WA.

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*.. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the Superior Court of the State of California, County of San Bernardino
Billy Wildrick, Plaintiff vs. BNSF Railway Company
Case No. CIVDS1711810
Rosenfeld Deposition 10-17-2022

In the State Court of Bibb County, State of Georgia
Richard Hutcherson, Plaintiff vs Norfolk Southern Railway Company
Case No. 10-SCCV-092007
Rosenfeld Deposition 10-6-2022

In the Civil District Court of the Parish of Orleans, State of Louisiana
Millard Clark, Plaintiff vs. Dixie Carriers, Inc. et al.
Case No. 2020-03891
Rosenfeld Deposition 9-15-2022

In The Circuit Court of Livingston County, State of Missouri, Circuit Civil Division
Shirley Ralls, Plaintiff vs. Canadian Pacific Railway and Soo Line Railroad
Case No. 18-LV-CC0020
Rosenfeld Deposition 9-7-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jonny C. Daniels, Plaintiff vs. CSX Transportation Inc.
Case No. 20-CA-5502
Rosenfeld Deposition 9-1-2022

In The Circuit Court of St. Louis County, State of Missouri
Kieth Luke et. al. Plaintiff vs. Monsanto Company et. al.
Case No. 19SL-CC03191
Rosenfeld Deposition 8-25-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jeffery S. Lamotte, Plaintiff vs. CSX Transportation Inc.
Case No. NO. 20-CA-0049
Rosenfeld Deposition 8-22-2022

In State of Minnesota District Court, County of St. Louis Sixth Judicial District
Greg Bean, Plaintiff vs. Soo Line Railroad Company
Case No. 69-DU-CV-21-760
Rosenfeld Deposition 8-17-2022

In United States District Court Western District of Washington at Tacoma, Washington
John D. Fitzgerald Plaintiff vs. BNSF
Case No. 3:21-cv-05288-RJB
Rosenfeld Deposition 8-11-2022

In Circuit Court of the Sixth Judicial Circuit, Macon Illinois
Rocky Bennyhoff Plaintiff vs. Norfolk Southern
Case No. 20-L-56
Rosenfeld Deposition 8-3-2022

In Court of Common Pleas, Hamilton County Ohio
Joe Briggins Plaintiff vs. CSX
Case No. A2004464
Rosenfeld Deposition 6-17-2022

In the Superior Court of the State of California, County of Kern
George LaFazia vs. BNSF Railway Company.
Case No. BCV-19-103087
Rosenfeld Deposition 5-17-2022

In the Circuit Court of Cook County Illinois
Bobby Earles vs. Penn Central et. al.
Case No. 2020-L-000550
Rosenfeld Deposition 4-16-2022

In United States District Court Easter District of Florida
Albert Hartman Plaintiff vs. Illinois Central
Case No. 2:20-cv-1633
Rosenfeld Deposition 4-4-2022

In the Circuit Court of the 4th Judicial Circuit, in and For Duval County, Florida
Barbara Steele vs. CSX Transportation
Case No.16-219-Ca-008796
Rosenfeld Deposition 3-15-2022

In United States District Court Easter District of New York
Romano et al. vs. Northrup Grumman Corporation
Case No. 16-cv-5760
Rosenfeld Deposition 3-10-2022

In the Circuit Court of Cook County Illinois
Linda Benjamin vs. Illinois Central
Case No. No. 2019 L 007599
Rosenfeld Deposition 1-26-2022

In the Circuit Court of Cook County Illinois
Donald Smith vs. Illinois Central
Case No. No. 2019 L 003426
Rosenfeld Deposition 1-24-2022

In the Circuit Court of Cook County Illinois
Jan Holeman vs. BNSF
Case No. 2019 L 000675
Rosenfeld Deposition 1-18-2022

In the State Court of Bibb County State of Georgia
Dwayne B. Garrett vs. Norfolk Southern
Case No. 20-SCCV-091232
Rosenfeld Deposition 11-10-2021

In the Circuit Court of Cook County Illinois
Joseph Ruepke vs. BNSF
Case No. 2019 L 007730
Rosenfeld Deposition 11-5-2021

In the United States District Court For the District of Nebraska
Steven Gillett vs. BNSF
Case No. 4:20-cv-03120
Rosenfeld Deposition 10-28-2021

In the Montana Thirteenth District Court of Yellowstone County
James Eadus vs. Soo Line Railroad and BNSF
Case No. DV 19-1056
Rosenfeld Deposition 10-21-2021

In the Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al.cvs. Cerro Flow Products, Inc.
Case No. 0i9-L-2295
Rosenfeld Deposition 5-14-2021
Trial October 8-4-2021

In the Circuit Court of Cook County Illinois
Joseph Rafferty vs. Consolidated Rail Corporation and National Railroad Passenger Corporation d/b/a AMTRAK,
Case No. 18-L-6845
Rosenfeld Deposition 6-28-2021

In the United States District Court For the Northern District of Illinois
Theresa Romcoe vs. Northeast Illinois Regional Commuter Railroad Corporation d/b/a METRA Rail
Case No. 17-cv-8517
Rosenfeld Deposition 5-25-2021

In the Superior Court of the State of Arizona In and For the Cunty of Maricopa
Mary Tryon et al. vs. The City of Pheonix v. Cox Cactus Farm, L.L.C., Utah Shelter Systems, Inc.
Case No. CV20127-094749
Rosenfeld Deposition 5-7-2021

In the United States District Court for the Eastern District of Texas Beaumont Division
Robinson, Jeremy et al vs. CNA Insurance Company et al.
Case No. 1:17-cv-000508
Rosenfeld Deposition 3-25-2021

In the Superior Court of the State of California, County of San Bernardino
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.
Case No. 1720288
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.
Case No. 18STCV01162
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri
Karen Cornwell, Plaintiff, vs. Marathon Petroleum, LP, Defendant.
Case No. 1716-CV10006
Rosenfeld Deposition 8-30-2019

In the United States District Court For The District of New Jersey
Duarte et al, Plaintiffs, vs. United States Metals Refining Company et. al. Defendant.
Case No. 2:17-cv-01624-ES-SCM
Rosenfeld Deposition 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" Defendant.
Case No. 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No. BC615636
Rosenfeld Deposition 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No. BC646857
Rosenfeld Deposition 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiffs vs. The 3M Company et al., Defendants
Case No. 1:16-cv-02531-RBJ
Rosenfeld Deposition 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No. 1923
Rosenfeld Deposition 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintifs vs. Chevron Corporation, et al., Defendants
Cause No. C12-01481
Rosenfeld Deposition 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition 8-23-2017

In United States District Court For The Southern District of Mississippi
Guy Manuel vs. The BP Exploration et al., Defendants
Case No. 1:19-cv-00315-RHW
Rosenfeld Deposition 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No. LC102019 (c/w BC582154)
Rosenfeld Deposition 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., Plaintiffs, vs. Meritor Inc., et al., Defendants
Case No. 4:16-cv-52-DMB-JVM
Rosenfeld Deposition July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No. RG14711115
Rosenfeld Deposition September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No. LALA002187
Rosenfeld Deposition August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action No. 14-C-30000
Rosenfeld Deposition June 2015

In The Iowa District Court for Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No. 4980
Rosenfeld Deposition May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case No. CACE07030358 (26)
Rosenfeld Deposition December 2014

In the County Court of Dallas County Texas
Lisa Parr et al, Plaintiff, vs. Aruba et al, Defendant.
Case No. cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., Plaintiffs, vs. Republic Services, Inc., et al., Defendants
Case No. 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition October 2012

In the United States District Court for the Middle District of Alabama, Northern Division
James K. Benefield, et al., Plaintiffs, vs. International Paper Company, Defendant.
Civil Action No. 2:09-cv-232-WHA-TFM
Rosenfeld Deposition July 2010, June 2011

In the Circuit Court of Jefferson County Alabama
Jaeanette Moss Anthony, et al., Plaintiffs, vs. Drummond Company Inc., et al., Defendants
Civil Action No. CV 2008-2076
Rosenfeld Deposition September 2010

In the United States District Court, Western District Lafayette Division
Ackle et al., Plaintiffs, vs. Citgo Petroleum Corporation, et al., Defendants.
Case No. 2:07CV1052
Rosenfeld Deposition July 2009

Blum, Collins & Ho LLP (BLUM-1)

Response to BLUM-1-1
The commenter includes a request to be added to the notification list for any subsequent environmental documents, public notices, public hearings, and notices of determination for the proposed project. In response, the commenter will be notified.

Response to BLUM-1-2
This comment consists of introductory information and summarizes the proposed project. No response is required.

Response to BLUM-1-3
The Draft IS/MND includes all elements required by CEQA Guidelines Section 15071. The site plans provided in Exhibit 6 show a building footprint, including square footage of the proposed building, warehouse uses, office uses, and the location of doors and loading docks. Exhibit 6 also shows the location of landscaping, parking, setbacks, building width and length, and internal roadway widths. As discussed in Section 2.9, Hazards and Hazardous Materials, of the Draft IS/MND, air space review is required for objects greater than 100 feet in height. However, the proposed building would not exceed 60 feet in height as required by the IL zoning district.

Response to BLUM-1-4
"Pre-zoning" was analyzed in the revisions to the zoning code. Annexation and Site Plan Review are listed as Required Discretionary approvals in the project description, on page 5 of the Draft IS/MND. This Draft IS/MND will be used by the Local Agency Formation Commission (LAFCo) to inform their analysis of potential environmental effects of the proposed project and the annexation.

Response to BLUM-1-5
The commenter states that the MND is deficient in the that it does not discuss the City's Municipal Services review. CEQA Guidelines Section 15204(a) states that reviewers commenting on Draft MNDs should focus on potential environmental effects. Accordingly, comments should focus on:

- Identifying the specific effect;
- Explaining why the reviewer believes that the effect would occur; and
- Explaining why the effect would be significant. (CEQA Guidelines Section 15204(b)).

Moreover, the CEQA Guidelines direct commenters to "explain the basis for their comments" by submitting "data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts." (CEQA Guidelines § 15204(c)). A lead agency may reject comments that are not focused as recommended in Section 15204(b). See CEQA Guidelines Section 15204(e). This comment does not identify any specific environmental issue or provide any facts in support of a comment regarding the environment and no further discussion is warranted.

Response to BLUM-1-6
The commenter refers to a complete technical commentary and analysis from SWAPE. Responses to the individual comments are provided below.

Response to BLUM-1-7
The commenter states that the MND does not include meaningful analysis of relevant environmental justice issues in reviewing potential impacts, including cumulative impacts. The commenter further states that the surrounding community is highly burdened by pollution and ranks in the 99th percentile for overall pollution burden according to CalEnviroScreen 4.0.

The comments are noted and acknowledged. The City does not have any CEQA thresholds of significance related to environmental justice. Additionally, CEQA does not require consideration of environmental justice considerations. Of relevance here, neither the California Air Resources Board (ARB) nor the Valley Air District has recommended significance thresholds be adjusted for environmental justice considerations, and thus neither entity recommends the evaluation of the same as part of the CEQA process. As discussed in more detail in the Air Quality section of the Draft IS/MND, it utilized the currently recommended Valley Air District significance thresholds to determine health risk impacts resulting from the proposed project in accordance with the mandates of CEQA. The MND evaluated potential impacts to nearby sensitive receptors through the analysis of cumulatively considerable criteria pollutant emissions and health risks under Impacts AIR-2 and AIR-3. The Draft IS/MND acknowledged that the project site is adjacent to the existing sensitive receptors identified by the commenter, and therefore the Draft IS/MND identifies the potential health risk impacts that could occur as a result of project construction and operation and includes feasible mitigation to reduce these impacts.

The commenter listed the public health impacts from exposure to ozone and diesel particulate matter (DPM); these comments are noted. The environmental setting in the Draft IS/MND includes a discussion of the public health impacts from exposure to air pollutants including ozone and diesel PM. No further response is needed.

Response to BLUM-1-8
The commenter states that the census tract is severely impacted in several areas that impact water quality; however, the comment does not specifically address the proposed project or the Draft IS/MND. Analysis of the potential impacts to water quality is provided in Section 2.4, Biological Resources and Section 10, Hydrology and Water Quality. With the incorporation of mitigation measures, no impacts to water quality were identified.

Response to BLUM-1-9
The commenter states that the census tract ranks 85th percentile for hazardous waste facility impacts, which contribute to the contamination of air, water and soil and can harm the environment as well as people. As noted in Section 2.9 Hazards and Hazardous Materials, the project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment.

Response to BLUM-1-10
The commenter states that the census tract bears more impacts from cleanup sites than 84 percent of the State, and chemicals in the buildings, soil or water at cleanup sites can move into nearby communities through the air or movement of water. As noted in Section 2.9 Hazards and Hazardous Materials, the project site is not included on a list of hazardous materials sites compiled pursuant to

Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment.

Response to BLUM-1-11
The commenter states that the census tract is a diverse community with a high rate of poverty and is burdened by high levels of pollution. The commenter further states that the community has a high rate of linguistic isolation, and that poverty can cause stress that weakens the immune system.

The comments are noted and acknowledged. This is not a CEQA issue and no further discussion is warranted. As previously stated, CEQA does not require consideration of environmental justice considerations or social issues.

Response to BLUM-1-12
The commenter states that the project census tract and the census tracts adjacent to the project site are identified as SB 535 Disadvantaged Communities, and this indicates that cumulative impacts of development and environmental impacts in the area are disproportionately impacting these communities. The commenter further states that the severity of the significant and unavoidable impacts particularly on these disadvantaged communities must be included for analysis in each section of the MND, including cumulative analysis and irreversible environmental effects.

The comments are noted and acknowledged. CEQA does not require consideration of environmental justice considerations. Of relevance here, neither the ARB nor the Valley Air District has recommended significance thresholds be adjusted for environmental justice considerations, and thus neither entity recommends the evaluation of these issues as part of the CEQA process. As discussed in more detail in the Air Quality section of the MND, the analysis utilized the currently recommended Valley Air District significance thresholds to determine health risk impacts resulting from the proposed project in accordance with the mandates of CEQA. The MND evaluated potential impacts to nearby sensitive receptors through the analysis of cumulatively considerable criteria pollutant emissions and health risks under Impacts AIR-2 and AIR-3. The MND acknowledged that the project site is nearby existing sensitive receptors, and therefore the MND identifies the potential health risk impacts that could occur as a result of project construction and operation and includes feasible mitigation to reduce these impacts.

Response to BLUM-1-13
The commenter generally asserts that there are three “approved compliance modeling software” (i.e., CBECC-Com, EnergyPro, and IES VE) for nonresidential buildings and purports that CalEEMod is not listed as an approved software. The commenter purports that CalEEMod modeling “does not comply with the 2022 Building Energy Efficiency Standards” and therefore “under-reports” the proposed project’s significant energy impacts and fuel consumption.

The comment is noted for the record. The commenter does not provide substantial evidence regarding any significant environmental impact that was not evaluated and disclosed in the Draft EIR. The basis for the commenter’s assertion that CalEEMod is “not approved” is unclear and unsubstantiated. Additionally, the commenter does not identify any project-specific impact that the MND failed to consider and disclose.

Use of CalEEMod for purposes of modeling potential air quality and related health risk assessments is appropriate. CalEEMod is a statewide land use emissions computer model designed to provide a uniform platform to calculate construction and operational emissions from land use development projects. CalEEMod was developed for the California Air Pollution Control Officers Association in collaboration with the California Air Districts. The model is a comprehensive tool for quantifying air quality impacts from land use projects located throughout California and can be used for a variety of situations where an air quality analysis is necessary, such as preparing CEQA or National Environmental Policy Act (NEPA) documents, conducting pre-project planning, and verifying compliance with local air quality rules and regulations. CalEEMod was updated in 2022 and includes the gas and electric utility emissions factors pursuant to the location of the proposed project, as well as building energy zones. The 2022 CalEEMod update generates default electricity and natural gas consumption that consider Title 24 standards.

CBECC software is approved specifically for Title 24 compliance; however, it is used to confirm that a final building design (with detailed information included in its construction drawings) is Title 24 compliant. The final designs and construction drawings are not available for the proposed project and are not typically prepared until after a proposed development project is approved/entitled.

Accordingly, the Draft IS/MND and underlying technical studies correctly use CalEEMod to estimate energy demand based on average intensity factors for similar land use types. Since the occupants of the proposed project's buildings are unknown at this time, and information about the future building users' energy use is also not available at this time, it is appropriate to rely upon the CalEEMod default assumptions which have been derived by the California Air Pollution Control Officers Association. There is no requirement in CEQA or the City's thresholds of significance to show specific compliance with 2022 Building Energy Efficiency Standards based on conceptual building designs that are proposed at the entitlement stage of a project's approval process. This will be a requirement pursuant to State law prior to issuance of each building permit and verified by the City's Building and Safety Department. No further response is needed.

Response to BLUM-14

The commenter questions the calculation of building occupancy as well as square footage of open space. As stated in Section 2.9, Hazards and Hazardous Materials, Zone 7a allows for a maximum nonresidential density of 450 persons per acre. Given the 11.7-acre size of the property, that would allow for over 5,000 employees/occupants.

The calculation provided in the Draft IS/MND is based on the California Building Standards Code (CBC) occupancy level of 500 square feet/occupant for the 179,166 square feet of warehouse space (358 occupants) and 100 square feet per occupant for the 5,000 square feet of office use (50 occupants), for a total of 408 occupants. Although this calculation is slightly higher than the 391 reported in the Draft IS/MND, it is still well within the more than 5,000 allowed by the Airport Land Use Compatibility Plan (ALUCP). The proposed project would provide 131,850 square feet of open space, which equates to 25.8 percent, which would exceed the 10 percent requirement of the ALUCP.

Response to BLUM-1-15
The City and applicant have consulted with the Airport Land Use Commission (ALUC) throughout the CEQA process, as required by Section 3.1.6.1 of the ALUCP. The ALUC did not submit a comment letter on the Draft IS/MND.

Response to BLUM-1-16
The comment is noted. The proposed project does require an amendment to the City's land use map to incorporate the proposed project into the city limits.

Response to BLUM-1-17
Refer to Response to BLUM-1-15 above.

Response to BLUM-1-18
The proposed project is following the City's typical process for design review concurrent with CEQA review and prior to issuance of a building permit, based upon City Municipal Code requirements and Citywide Design Guidelines which are incorporated into the Draft IS/MND by reference.

Response to BLUM-1-19
The Draft IS/MND considers General Plan policy consistency and reflects the City's independent judgment that the proposed project would be consistent with the General Plan. A finding of consistency does not require strict consistency, or perfect consistency, with every policy or with all aspects of a plan. Courts have consistently recognized that a lead agency has the discretion to find consistency even if a project does not adhere to every policy or regulation. (*See Sequoyah Hills Homeowners Association v. City of Oakland* (1993) 23 Cal.App.4th 704, 719).

Response to BLUM-1-20
The comment does not identify a potential significant impact or provide any data or facts regarding a potential significant impact as directed by CEQA Guidelines Section 15204(b)-(c). See Response to BLUM-1-6. There is no provision in the Public Resources Code or the CEQA Guidelines requiring the inclusion of a City Services Plan in a MND or an EIR. Additionally, there is no requirement to include a fiscal impact analysis. This principle is reflected in CEQA Guidelines Sections 15064(e) and 15382, which provide that economic and social changes may not be treated as significant effects on the environment. The Draft IS/MND thoroughly evaluates potential impacts on the physical environment

Under CEQA Guidelines Section 15071, a proposed negative declaration must include the following information:

- A brief description of the project, including any commonly used name;
- The project's location, preferably shown on a map;
- The name of the project proponent;
- A proposed finding that the project will not have a significant effect on the environment;
- An attached copy of the initial study documenting the reasons for the agency's finding; and
- Any mitigation measures included in the project to avoid potentially significant effects.

Here, the Draft IS/MND includes all of the required elements.

Response to BLUM-1-21
Neither CEQA nor this project requires the preparation of a Municipal Services Review (MSR). Additionally, the comment fails to identify any specific impacts to the physical environment related to public services associated with the proposed project. The proposed project will comply with Municipal Code Section 16-17.260, which requires the project applicant to pay a public facilities fee. As explained in the Draft IS/MND, payment of these fees would ensure that impacts would be less than significant.

Response to BLUM-1-22
CEQA does not require consideration of environmental justice considerations. As noted by the comment, preparation of a MSR is conducted by LAFCo and is not indicative of any potentially significant impact. The proposed project will comply with Municipal Code Section 16-17.260, which requires the project applicant to pay a public facilities fee. As explained in the Draft IS/MND, payment of these fees would ensure that impacts related to public services would be less than significant. Additionally, the City continues to work with LAFCo on the completion of the MSR to ensure that provision of public services is maintained at appropriate levels to support forecasted growth within the MSR time horizon.

Response to BLUM-1-23
Cumulative impacts are discussed throughout the Draft IS/MND. See, e.g., Section 2.20, Mandatory Findings of Significance. The comment does not include any facts or data that the proposed project would result in cumulative impacts.

Response to BLUM-1-24
The Draft IS/MND notes that upward of 400 jobs may be generated by the proposed project, and it is reasonable to assume that employees would be drawn from the local and surrounding area. Unemployment in this area is 6.3 percent as of November 2024.

Response to BLUM-1-25
Unemployment in the Stockton-Lodi Metropolitan Statistical Area is 6.3 percent as of November 2024.

Response to BLUM-1-26
The Draft IS/MND included a Vehicle Miles Traveled (VMT) analysis and also includes a robust mitigation measure outlining the requirements for a Transportation Demand Management (TDM) program to further reduce VMT. Based on California Air Pollution Control Officers Association (CAPCOA) research, the analysis found that the location of the project site is within an area that is in close proximity to the airport, Downtown Stockton, and the Port of Stockton, in combination with the other industrial centers in the vicinity, could reduce VMT by approximately 13 percent. The total anticipated VMT reduction from this and the other TDM strategies would be 38 percent, as shown in Table 13.

Response to BLUM-1-27
Refer to Response to BLUM-1-26.

Response to BLUM-1-28
The commenter provides an alternate employment generation rate based on US Energy Administration data. The employment cited in the Draft IS/MND is more conservative (i.e., higher). To provide a more robust analysis, the City has chosen to use the employment generation rate provided in the Draft IS/MND as a more accurate representation.

Response to BLUM-1-29
As noted in Response to BLUM-1-24 and BLUM-1-25, the proposed project is expected to be served with workers from the Stockton-Lodi area, which has a current unemployment rate of 6.3 percent.

Response to BLUM-1-30
Refer to Response to BLUM-1-24 and BLUM-1-25.

Response to BLUM-1-31
The Draft IS/MND includes a discussion of cumulative impacts in Section 2.20, Mandatory Findings of Significance.

Response to BLUM-1-32
The VMT analysis in the Draft IS/MND is based upon standard methodologies for calculating impacts as well as the effect of TDM mitigation.

Response to BLUM-1-33
The VMT analysis in the Draft IS/MND is based upon standard methodologies for calculating impacts as well as the effect of TDM mitigation. The strategies incorporated in MM TRANS-1 are used throughout the State to achieve reductions in VMT.

Response to BLUM-1-34
The strategies incorporated in MM TRANS-1 are used throughout the State to achieve reductions in VMT and have been successfully employed in other projects. The City is committed to enforcing the measures to achieve the VMT reduction, and the Mitigation Monitoring and Reporting Program (MMRP) lists actions that will be taken to ensure success.

Response to BLUM-1-35
The VMT analysis in the Draft IS/MND is based upon standard methodologies for calculating impacts as well as the effect of TDM mitigation. VMT analyses are required to include an evaluation of passenger cars, not truck trips. CEQA Guidelines Section 15064.3(a) states “For the purpose of this section, “vehicle miles traveled” refers to the amount and distance of automobile travel attributable to a project.” Here, the term “automobile” refers to on-road passenger vehicles, specifically cars and light trucks, as stated in December 2018 Guidance from the Office of Planning and Research, *Technical Advisory on Evaluating Transportation Impacts in CEQA*; commercial vehicle VMT is excluded.

Response to BLUM-1-36
Refer to Response to BLUM-1-35.

Response to BLUM-1-37
An updated Traffic Impact Study has been submitted to the City, which includes specific exhibits and reflects a trip generation rate of 486 daily trips. The updated trip generation does not affect the conclusions of the analysis or significance determination.

Response to BLUM-1-38
The deceleration lane is recommended; it is not required for safety. However, the current site plan can accommodate a minimum of 235 feet for a left-turn/deceleration lane for northbound traffic. Should the City elect to impose a condition requiring creation of such a lane, it could be accomplished through striping in coordination with site development and frontage improvements along the existing right-of-way.

Response to BLUM-1-39
An updated Traffic Impact Study has been submitted to the City, which includes exhibits showing turning radius for ingress and egress via the northern driveway. The southern driveway would be restricted to egress only, and would be further restricted to right-turn egress. The City has reviewed the proposed site plan and did not identify any safety hazard concerns.

Response to BLUM-1-40
See responses to BLUM-1-32 through BLUM-1-39.

Response to BLUM-1-41
The City coordinated review by the fire department, and no concern with circulation or safety was identified.

Response to BLUM-1-42
Refer to Response to BLUM-1-41.

Response to BLUM-1-43
The Draft IS/MND includes a discussion of cumulative impacts in Section 2.20, Mandatory Findings of Significance. CEQA does not require a MSR and the comment does not identify any potentially significant impacts related to public services. Note, also, that under CEQA's definition of environmental impacts, an increase in demands on public facilities, public services, and utilities that may result from a project, are not environmental impacts that must be evaluated. (*City of Hayward v. Board of Trustees* (2015) 242 Cal.App.4th 833, 943). The City continues to work with LAFCo on the completion of the MSR to ensure that provision of public services is maintained at appropriate levels to support forecasted growth within the MSR time horizon.

Response to BLUM-1-44
The Draft IS/MND includes a discussion of public services in Section 2.15. As summarized therein, the City would be able to accommodate the proposed project and maintain the provision of all public services.

Response to BLUM-1-45
CEQA does not require consideration of environmental justice considerations. The conclusions of the Draft IS/MND confirm that the proposed project would not result in any significant unavoidable impacts to any local community or the public at large.

Response to BLUM-1-46
The conclusions of the Draft IS/MND confirm that the proposed project would not result in any significant unavoidable impacts to any local community or the public at large. The City continues to work with LAFCo on the completion of the MSR to ensure that provision of public services is maintained at appropriate levels to support forecasted growth within the MSR time horizon.

Response to BLUM-1-47
Refer to Response to BLUM-1-46.

Response to BLUM-1-48
The Draft IS/MND includes a discussion of cumulative impacts in Section 2.20, Mandatory Findings of Significance. The conclusions of the Draft IS/MND confirm that the proposed project would not result in any significant unavoidable impacts to any local community or the public at large. CEQA does not require a MSR and the comment does not identify any potentially significant impacts related to public services. Note, also, that under CEQA's definition of environmental impacts, an increase in demands on public facilities, public services, and utilities that may result from a project, are not environmental impacts that must be evaluated. (*City of Hayward v. Board of Trustees* (2015) 242 Cal.App.4th 833, 943). Additionally, the City continues to work with LAFCo on the completion of the MSR to ensure that provision of public services is maintained at appropriate levels to support forecasted growth within the MSR time horizon.

Response to BLUM-1-49
The conclusions of the Draft IS/MND confirm that the proposed project would not result in any significant unavoidable impacts to any local community or the public at large. The City continues to work with LAFCo on the completion of the MSR to ensure that provision of public services is maintained at appropriate levels to support forecasted growth within the MSR time horizon.

Response to BLUM-1-50
Refer to Response to BLUM-1-49.

Response to BLUM-1-51
Refer to Response to BLUM-1-48.

Response to BLUM-1-52
The employment cited in the Draft IS/MND is conservative and presents the number of employees anticipated during construction and operation. The Draft IS/MND notes that upward of 400 jobs may be generated by the proposed project, and it is reasonable to assume that employees would be drawn from the local and surrounding area. Unemployment in this area is 6.3 percent as of November 2024.

Response to BLUM-1-53
The Draft IS/MND includes a discussion of cumulative impacts in Section 2.20, Mandatory Findings of Significance. The conclusions of the Draft IS/MND confirm that the proposed project would not result in any significant unavoidable impacts to any local community or the public at large. CEQA does not require preparation of a MSR. The comment does not provide any data or facts demonstrating that the proposed project would have any potentially significant impacts related to public services.

Response to BLUM-1-54
The commenter provides concluding statements related to the foregoing comments. Please refer to Response to BLUM-1-1 through BLUM-1-53.

Response to BLUM-1-55
The City has added Golden State Environmental Justice Alliance to the list of parties requesting notice regarding this project. No further response is required.

SWAPE Technical Memorandum Attachment

Response to BLUM-1-56
The comment summarizes project information. No response is required.

Response to BLUM-1-57
Refer to Responses to BLUM-1-58 through BLUM-1-111.

Response to BLUM-1-58
The commenter states that land use development projects under CEQA typically evaluate air quality impacts and calculate potential criteria air pollutant emissions using CalEEMod. CalEEMod provides recommended default values based on site-specific information; if more specific project information is known, the user can change the default values an input project-specific values, those changes should be noted and substantiated and disclosed to the reader.

The comment is noted and no further response is necessary.

Response to BLUM-1-59
The commenter states that review of the proposed project's CalEEMod output files reveals that the files are incomplete, and are missing a table under CalEEMod Section 7.6 Health & Equity Custom Measures. The commenter further states that without access to the "User Changes to Default Data," verification of the model's default values is not possible.

The City disagrees. The CalEEMod output files are contained in the Draft IS/MND. The notes regarding project-specific data used in the CalEEMod modeling are shown as Page 1 of the Appendix A of the Air Quality report. The Air Quality report is included as Appendix A of the Draft IS/MND. Therefore, the analysis properly disclosed project-specific data used to override CalEEMod default assumptions. No further response is needed.

Response to BLUM-1-60
The commenter states that without access to the "User Changes to Default Data," they are unable to verify where the changes were made to the model's default values, and as a result an EIR should be prepared to include an updated, verifiable air quality analysis that correctly provides the complete output files.

As stated in *Response to BLUM-1-59*, the complete CalEEMod output files are contained in the Draft IS/MND. As shown in the screenshot presented by the commenter in *BLUM-1-59*, under the header in CalEEMod Section 7.6 Health & Equity Custom Measures is the text: No Health & Equity Custom Measures created. No default values were changed under this section of CalEEMod, and there is no associated table. No further response is needed.

Response to BLUM-1-61
The commenter states development of the proposed project may contribute to the disproportionate health risk impacts warehouses pose on community members living, working, and going to school within the immediate area of the project site.

The commenter did not substantiate or provide analysis or evidence to support the assertions that the proposed project may contribute to the disproportionate health risk impacts within the immediate area of the project site. No further response is needed.

Response to BLUM-1-62
The commenter references three studies which pertain to warehouse development and the associated traffic-related air pollutants.

The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-63
The commenter notes that the San Joaquin Valley Air Pollution Control District (Valley Air District) itself admits that it faces significant air quality challenges that affect the numerous disadvantaged communities within its region. The commenter asserts that the continued development of industrial warehouses within these communities poses a significant environmental justice challenge.

The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-64
The commenter notes that, according to CalEnviroScreen 4.0, California Environmental Protection Agency (Cal/EPA's) screening tool that ranks each census tract in the State for pollution and socioeconomic vulnerability, the project's census tract is in the 99th percentile of communities that are disproportionately affected by various sources of pollution.

The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-65
The commenter notes that according to CalEnviroScreen's SB 535 Disadvantaged Communities Map, the project site is located in a designated disadvantaged community.

The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-66
The commenter states that the project site is within a disadvantaged community, and the project's census tract exhibits a high cancer risk, and therefore the proposed project would contribute to the disproportionate health impacts that warehouses impose on nearby residents.

The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-67
SB 1000 directs cities and counties to incorporate environmental justice into the General Plan update process when two or more elements are being updated. SB 1000 does not apply to the preparation of an IS/MND when the current General Plan does not contain an Environmental Justice Element and no policies have been adopted to direct the analysis of potential impacts.

Of relevance here, neither the ARB nor the Valley Air District has recommended significance thresholds be adjusted for environmental justice considerations, and thus neither entity recommends the evaluation of these issues as part of the CEQA process. The conclusions of the Draft IS/MND confirm that the proposed project would not result in any significant unavoidable impacts to any local community or the public at large.

Response to BLUM-1-68
Refer to Response to BLUM-1-67.

Response to BLUM-1-69
The commenter provides general information about ozone and smog, citing text from the United States Environmental Protection Agency (EPA). The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Comments BLUM-1-69 through BLUM-1-74 provide generalized information from various sources. The City must "consider" public comments on a negative declaration but is not required to prepare responses to such comments. (PRC § 21091(d), (f); CEQA Guidelines § 15074(b)). Nonetheless, the City has chosen to provide responses to significant environmental comments for this project. These comments do not raise issues in regard to environmental issues presented. The Draft IS/MND provided and disclosed an analysis of potential air quality impacts and potential impacts to the climate from greenhouse gas emissions.

Response to BLUM-1-70
The commenter provides general information from ARB regarding inhaled pollutants and effects on children. The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-71
The commenter provides general information from a Stanford study related to air pollution and effects upon adults. The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-72
The commenter provides general information from a University of Redlands study related to identifying sensitive receptors. The comments are noted for the record. To the extent the comment raises only generalized concerns and does not identify a project-specific environmental concern, no further response is necessary.

Response to BLUM-1-73
The commenter provides general information from a University of Redlands study related to identifying sensitive receptors. The comments are noted for the record. The Draft IS/MND Section 2.9 Hazards and Hazardous Materials, acknowledges the location of French Camp School and also notes that the warehouse is not intended to store hazardous materials or wastes. As such, the proposed project would not pose a potential impact to the French Camp School.

Response to BLUM-1-74
Refer to Response to BLUM-1-73.

Response to BLUM-1-75
The commenter summarizes the Draft IS/MND construction Health Risk Analysis (HRA) results, which showed less than significant health risk impacts (0.8 risks in a million compared to the Valley Air District significance threshold of 20 in a million).

The commenter then provides an excerpt from Draft IS/MND Section 2.3 Air Quality (p. 49), which cites the City's General Plan EIR MM A-5 requiring coordination with the Valley Air District and determination of the appropriate level of HRA for projects with truck trips that would generate substantial truck travel (i.e., 100 diesel trucks per day or 40 or more trucks with diesel-powered TRUs per day based on ARB recommendations for siting new sensitive land uses). The excerpted analysis then states that Valley Air District and an Operational HRA were not required based on the proposed 20 truck trips per day not exceeding the substantial diesel truck traffic levels and that DPM emissions from trucks are considered to be less than significant.

The commenter claims the Draft IS/MND's evaluation of the proposed project's potential health risk impacts, as well as the subsequent less than significant impact conclusion, however, is unsupported for four reasons.

This comment provides introductory statements to the four claims that the proposed project's less than significant health risk impact is allegedly unsubstantiated. No specific issues are raised in this comment. No response is needed.

Responses to the four claims are provided in Responses to BLUM-1-76 through BLUM-1-79 along with each assertion.

Response to BLUM-1- 76
This comment is the first of the four reasons listed in BLUM-1- 75.

The commenter states that the construction HRA prepared for the proposed project fails to provide the exposure assumptions for the HRA, such as age sensitivity factors (ASF) and fraction of time at home (FAH) for nearby sensitive receptors and that until the Draft IS/MND substantiates the use of correct exposure assumptions, the HRA may underestimate the cancer risk posed to nearby, existing sensitive receptors during project construction. The commenter further provides a dose and risk equation from the Office of Environmental Health Hazard Assessment (OEHHA) *2015 Risk Assessment Guidelines* claiming that because the HRA and associated documents failed to provide the equation, the proposed project's HRA cannot be verified as accurate.

The construction HRA was prepared and followed the methodologies prescribed in the Cal/EPA OEHHA Air Toxics Hot Spots Program Risk Assessment Guidelines–Guidance Manual for Preparation of Health Risk Assessments (OEHHA 2015). The HRA methodology is summarized in the Draft IS/MND and provides generalized dose and risk equations that include mentions of both ASF and FAH factors, as well as a reference to OEHHA methodology for the calculations. Detailed HRA assumptions and results are provided in Appendix B of the Air Quality, Greenhouse Gas Emissions, and Energy Report included as Appendix A of the Draft IS/MND.

Moreover, the ARB Hot Spots Analysis and Reporting Program (HARP2) was used to automatically calculate the health risk for the proposed project. Use of the HARP2 program ensures that the calculational procedures for cancer and non-cancer risk follow the OEHHA 2015 Guidelines and that ASF and FAH parameters are applied correctly. The HARP2 input and output files which are included in Appendix B, Health Risk Appendix Supporting Information of the Air Quality, Greenhouse Gas Emissions, and Energy Analysis Report (Draft IS/MND Appendix A) detail how the HARP2 model was applied and document the appropriate HRA parameters for ASF and FAH for exposure. As set forth therein, the ASF appropriately started in the third trimester for residential receptors and the FAH was set to 100 percent for residential receptors.

Therefore, the Draft IS/MND and related technical appendices adequately disclosed all assumptions and methodologies utilized in the HRA, including, among others, the ASF and FAH, and accurately evaluated and disclosed the proposed project's potential health risk impacts. Based on the information presented above, the lead agency is of the opinion that project impacts related to air quality have been fully disclosed, adequately analyzed and appropriately mitigated to the extent feasible under CEQA; therefore, no further analysis or revisions are required.

Response to BLUM-1- 77
This comment is the second of the four reasons listed in BLUM-1-75.

The commenter states that the Draft IS/MND relies on guidance provided in the 2005 ARB's Air Quality and Land Use Handbook and asserts that it should instead rely on guidance from CEQA and California Department of Justice (DOJ) guidance.

The commenter did not provide justification or evidence as to why the 2005 ARB Air Quality and Land Use Handbook is inappropriate for purposes of the analysis, nor did the commenter provide justification outlining why the DOJ document is more appropriate for purposes of the analysis. No further response is required.

Response to BLUM-1- 78
This comment is the third of the four reasons listed in Response to BLUM-1- 75.

The commenter asserts that by failing to prepare a quantified Operational HRA, the proposed project is inconsistent with CEQA requirements to make "a reasonable effort to substantively connect a project's air quality impacts to likely health consequences."

The commenters' assertions are unsubstantiated. First, the Draft IS/MND does include an analysis of the proposed project's potential health risks from project operation. The analysis in the Draft

IS/MND is based upon ARB guidance and recommendations and found that potential operational-related health risks would be less than significant, which represents a connection to the proposed project's air quality impacts and likely health consequences.

Second, as noted in Response to BLUM-1- 80-88, the HRA conducted for the proposed project fully analyzed all construction-related impacts and followed OEHHA guidance, including an exposure duration of 30 years to estimate individual cancer risk at the maximally exposed individual receptor (MEIR). The Draft IS/MND followed recommendations and guidance by the ARB in reaching this conclusion. There are no requirements set forth by OEHHA to assess the potential health risks from warehouse projects.

The commenter stated that the proposed project would generate about 378 daily vehicle trips, which would generate additional exhaust emissions and exposure to nearby sensitive receptors to DPM emissions; and that the Draft IS/MND fails to evaluate the toxic air contaminant (TAC) emissions associated with the proposed project's operation. The commenter further stated that the Draft IS/MND did not make a reasonable effort to connect the proposed project's operational TAC emissions to the potential health risks posed to nearby receptors, and therefore the proposed project is inconsistent with CEQA's requirement to correlate the project-generated emissions with potential adverse impacts on human health.

The ARB, in the Land Use Planning Handbook (Handbook) provides guidance, standards, methodologies, and procedures for conducting air quality analyses and was used extensively in the preparation of the air quality analysis for the proposed project.

For purposes of the proposed project, the Draft IS/MND followed the guidance issued by the ARB in the Land Use Planning Handbook (Handbook) that states, "avoid siting new sensitive land uses within 1,000 feet of a distribution center (that accommodates more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units [TRUs] per day, or where TRU unit operations exceed 300 hours per week)." The ARB recommendation is based on distance-related findings that demonstrate that cancer risks decrease to acceptable levels with distance based on truck volumes in the range of 100 per day.

While the proposed project would generate in total 486 vehicle trips, the majority of these trips are passenger vehicle trips, which are primarily gasoline or Zero-Emission Vehicles (ZEVs) and are not significant sources of DPM or other toxic air contaminants. Therefore, the Draft IS/MND appropriately analyzed and disclosed the proposed project's construction and operational health risk impacts.

Response to BLUM-1-79

Finally, as the fourth point, the commenter asserts that the Draft IS/MND fails to evaluate the combined lifetime cancer risk to nearby receptors as a result of project construction and operation together.

The proposed project did consider both the health effects of construction and operation, but concluded, based on ARB guidance that the health risks from emissions for 20 truck trips per day were not significant, and therefore they were not quantified or added to the lifetime construction

risks. If they were quantified, they would be insignificant and not represent any appreciable additional risk (see Response to BLUM-1-88).

Response to BLUM-1-80
Here the commenter reiterates CEQA's requirement to make a "reasonable" effort to substantially connect a project's air quality impacts to likely health consequences" and share that they conducted a screening level HRA in an attempt to analyze the proposed project's potential health risks. The commenter introduces that a Level 2 health risk screening assessment utilizes a limited amount of site-specific information and generates maximum downwind concentration such that if the screening determines unacceptable levels, a more refined approach should be conducted.

This comment is an introductory paragraph. No claims or concerns related to environmental impacts of the proposed project or related to the Draft IS/MND are included. No response is needed.

Response to BLUM-1- 81
The commenter presents a screening level HRA prepared using AERSCREEN, a screening level air quality dispersion model. However, the screening level HRA presented by the commenter is flawed and as such does not represent the proposed project's air quality impacts. The following summarizes the commenter's approach with findings related to errors in representing both the project emissions and in conducting the exposure assessment.

The commenter presents their approach for their screening HRA utilizing assumptions from the Draft IS/MND by dividing the annual DPM emissions (40 pounds) as determined by the PM_{10} exhaust emissions from CalEEMod divided by 365 days per year to get an average emission rate for the screening dispersion model AERSCREEN. The commenter calculates the length of the operational exposure period by subtracting the construction period from 30-year lifetime exposure period and dividing it by 11.7 acres to represent emissions from the site. They also document other AERSCREEN inputs such as population, urban meteorological setting, and plume release characteristics.

In response to this analysis, FirstCarbon Solutions (FCS) has the following assessment:

- The modeling parameters for the AERSCREEN source characteristics (release height and initial dispersion parameter, area, urban dispersion) are appropriate.
- The census data and urban dispersion parameters for AERSCREEN are also appropriate.
- The modeling parameters for the operational exposure duration (29.27 years) used by the commenter are not consistent with those required by Valley Air District guidelines, revealing the commenter's lack of familiarity with the Valley Air District HRA guidelines, which requires a lifetime exposure of 70-years for all residential receptors to be compared to a threshold risk of 20 in a million excess cancer cases. A proper HRA would be based on 69.27 years of residential exposure.
- The annual modeled emission amount used in the HRA (40 pounds) is inappropriate and does not represent the emissions of DPM that would occur on and near the site, but rather represents the emissions from all vehicles over 50 miles and includes PM10 exhaust that is from gasoline vehicles as well as diesel trucks.

Response to BLUM-1 82
The commenter continues their analysis with the AERSCREEN results, scaling the maximum 1-hour concentration to an annual average using a factor of 0.1 or 10 percent, appropriately. The model predicts the maximum impact at 150 meters away or at the distance corresponding to the nearest residential sensitive receptor or the MEIR. This value is presented as 0.0479 µg/m^3.

While a screening HRA is known to be conservative and overpredict potential health risks (see BLUM-1- 87), the screening HRA itself is flawed for several reasons. The primary flaw is that the emissions utilized in the screening HRA (40 pounds of DPM annually) are based on emissions from the full truck trip length of 50 miles from the project site and are used inappropriately as a localized HRA with emissions all modeled from the project site. These full emissions should not be utilized in an HRA because, unlike regional emissions, localized emissions are evaluated in terms of air concentration rather than mass so they can be more readily correlated to potential health effects. Valley Air District requires that local impact assessments consider emissions within 0.25 mile of a project site.

Therefore, the HRSA provided by the commenter is flawed because it does not accurately reflect the localized emissions that should be evaluated in a health risk assessment. Because the HRSA is inaccurate, it does not constitute substantial evidence of the proposed project's effects, nor does it provide substantial evidence that a more refined HRA should be prepared to assess potential operational-related health impacts.

Response to BLUM-1- 83
The commenter continues their analysis showing step-by step exposure assumptions for residential cancer risk, showing OEHHA assumptions as recommended by Valley Air District.

In response to this analysis, FCS has the following assessment:

- The tables do follow OEHHA assumptions as stated by the commenter, but do not follow Valley Air District HRA Guidance APR-1906 Framework for Preparing Health Risk Assessments, and do not present a proper HRA procedure for the Valley Air District.
- Valley Air District policies (https://ww2.valleyair.org/media/0shm0mlk/apr-1906.pdf) specifies an OEHHA-derived Method exposure assessment and an exposure period of 70-years. In cancer risk assessments, the OEHHA-derived method uses the high-end point estimate (i.e., 95th percentile) for the two driving (dominant) exposure pathways and the mean point estimate for the remaining pathways.
- The exposure assumptions provided in the commenter's table appears to use the 95 percent point approach for ages 2 and younger, but the 80th percentile for ages greater than age 2. The OEHHA-derived approach, which utilizes the 95 percent estimate for all age-bins would correspond to 745 L/kg BW-day for 2<16 years and 290 L/kg BW-day for 16-70 years (Table 5.8 of the OEHHA 2015 Guidelines). This does not match the commentors table.

The Valley Air District does not allow the use of adjustments to the "time away from home" without justification and Valley Air District review and approval prior to use. So, the assessment should have

used 100 percent time at home for all ages, up to age 70 years. Again, parameters in the commenter's table for the HRA are not correct.

Response to BLUM-1- 84
The commenter presents their results for the operational exposure over infancy, childhood and adulthood (up to 30 years of age) as 24.6 in a million excess cancer cases.

As previously discussed, these results are based on faulty use of truck trip length emissions, and do not follow Valley Air District Risk Assessment Guidelines.

Response to BLUM-1- 85
The commenter sums their Operational HRA analysis results as 24.6 in a million with the proposed project's construction health risk of 0.8 in a million for a total predicted excess cancer risk of 25.4 in a million over a residential lifetime of 30 years. FCS demonstrated in Response to BLUM-1-81 through BLUM-1-84 above that the commenter's HRA analysis is flawed in two major respects, both in terms of the project emissions modeled and the Valley Air District HRA protocols.

Response to BLUM-1- 86
The commenter compares the resulting combined construction and operational project risk of 25.4 in a million to the Valley Air District threshold of 20 in a million and claims that the proposed project would result in a potentially significant impact.

As previously discussed, these results are based on faulty use of truck trip length emissions, and do not follow Valley Air District Risk Assessment Guidelines.

Response to BLUM-1- 87
The commenter adds informational information that their analysis represents a screening level HRA, which is known to be conservative and tends to err on the side of health protection. The purpose of the screening level HRA is to demonstrate the potential link between project-generated emissions and adverse health risk impacts.

No response is needed, as this comment is informational in nature.

Response to BLUM-1- 88
Finally, following up on BLUM-1-87 and BLUM-1-88, the commentors conclude that analyses warrant further evaluation in a refined modeling approach since it demonstrated that the proposed project could result in a potentially significant health risk impact. The commenter also asserts that the future EIR should be prepared to include a refined HRA which adequately and accurately evaluates health risk impacts associated with both project construction and operation.

FCS demonstrated that the screening level HRA provided by the commenter was flawed on several fronts and that the original conclusions in the Draft IS/MND were correct. No additional HRA is necessary and an EIR is not necessary to provide additional information regarding operational health risk from the proposed project.

Response to BLUM-1-89
The commenter cited CEQA Guidelines Section 15096(g)(2) and asserts that the proposed project would result in potentially significant health risk impacts that should be mitigated further. None of

the information provided by commenter demonstrates a potential significant impact or the need for mitigation. As demonstrated above, the proposed project would not result in significant health risk impacts that would require mitigation.

Response to BLUM-1-90
The commenter includes a list of measures from the ARB that could reduce DPM emissions. As demonstrated above, the proposed project would not have a significant health risk impact caused by the proposed project's DPM emissions. Impacts to air quality are fully mitigated and reduced to below a level of significance. The mitigation measures proposed by the commenter are neither necessary nor required. No changes to the Draft IS/MND are required.

Response to BLUM-1-91
The commenter includes an additional list of measures from the ARB that could reduce DPM emissions. As demonstrated above, the proposed project would not have a significant health risk impact caused by the proposed project's DPM emissions. Therefore, no mitigation is necessary. No changes to the Draft IS/MND are required.

Response to BLUM-1-92
The commenter includes a list of measures from the South Coast Air Quality Management District–an air district with jurisdiction in Southern California and not the air district that governs air quality in the project area–that could reduce DPM emissions. As demonstrated above, the proposed project would not have a significant health risk impact caused by the proposed project's DPM emissions. Therefore, no mitigation is necessary. No changes to the Draft IS/MND are required.

Response to BLUM-1-93
The commenter includes a list of measures from the CalEEMod User's Guide that could reduce DPM emissions. As demonstrated above, the proposed project would not have a significant health risk impact caused by the proposed project's DPM emissions. Therefore, no mitigation is necessary. No changes to the Draft IS/MND are required.

Response to BLUM-1-94
The commenter asserts that they have provided several mitigation measures that could reduce DPM emissions. As demonstrated above, the proposed project would not have a significant health risk impact caused by the proposed project's DPM emissions. Therefore, no mitigation is necessary. No changes to the Draft IS/MND are required.

Response to BLUM-1-95
As demonstrated above, the commenter has not provided substantial evidence that the proposed project would result in significant air quality impacts. In contrast, the proposed project's potential air quality and health risk impacts are thoroughly analyzed and disclosed in Section 2.3, Air Quality, of the Draft IS/MND. All air quality and health risk impacts are shown to be less than significant and do not require mitigation. Therefore, no additional analysis is necessary. No changes to the Draft IS/MND are required.

Response to BLUM-1-96
The commenter provides a disclaimer and does not raise any specific environmental issues. No response is needed.

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VIA E-MAIL

September 30, 2024

Nicole Moore, Contract Planner
City of Stockton Permit Center
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Em: Nicole.Moore.CTR@stocktonca.gov
Em: Matt.Diaz@stockton.gov

RE: City of Stockton South McKinley Avenue East Industrial Project IS/MND (SCH# 2024081317)

Dear Nicole Moore,

On behalf of the Carpenters Local Union #152 ("**Local 152**"), our Office is submitting these comments on the Initial Study and Mitigated Negative Declaration ("**IS/MND**") for the City of Stockton's ("**City**") South McKinley Avenue East Industrial Project ("**Project**"). 1

The City's IS/MND describes the project as follows:

> The proposed project would result in the annexation of the site into the City of Stockton and the development of a 184,166-square-foot building containing 179,166 square feet of warehouse space and 5,000 square feet of office space . . .The building would include 27 dock doors and a loading area along the west side of the building. Parking spaces would be provided on the east, south, and west sides of the building. There would be a 30-foot setback at the front of the building along South McKinley Avenue. Landscaping would be provided around the perimeter of the parking lot, with trees and shrubs to provide canopy. All landscaping would be low-maintenance with water-efficient native species. All landscaping equipment used at the facility would be electric or battery powered. The design of the building would provide for outlets on the outside of buildings or in other accessible areas to facilitate the use of electrically powered landscape equipment. 2

> In addition, the project would require a 4-foot-deep trench for a new sewer line in South McKinley Avenue, extending approximately 2,400 feet north of the site, near the intersection of Sperry Road . . . A sewer lift station would be constructed within the project site. (IS/MND, p. 2–3.)

2 CONT

Local 152 is a labor union that represents thousands of union carpenters who live and work in San Joaquin County, and has a strong interest in well-ordered land use planning and in addressing the environmental impacts of development projects.

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Individual members of Local 152 live, work, and recreate in the City and surrounding communities and would be directly affected by the Project's environmental impacts.

Local 152 expressly reserves the right to supplement these comments at or prior to hearings on the Project, and at any later hearing and proceeding related to this Project. Gov. Code, § 65009, subd. (b); Pub. Res. Code, § 21177, subd. (a); see *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal.App.4th 1184, 1199-1203; see also *Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal.App.4th 1109, 1121.

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Local 152 incorporates by reference all comments related to the Project or its CEQA review, including the Initial Study/Mitigated Negative Declaration. See *Citizens for Clean Energy v City of Woodland* (2014) 225 Cal.App.4th 173, 191 (finding that any party who has objected to the project's environmental documentation may assert any issue timely raised by other parties).

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Moreover, Local 152 requests that the City provide **advance notice** of any upcoming hearings, as well as for any and all notices referring or related to the Project, as required by the Municipal Code, as well as under the California Environmental Quality Act (**CEQA**) (Pub. Res. Code, § 21000 *et seq.*), and the California Planning and Zoning Law ("**Planning and Zoning Law**") (Gov. Code, §§ 65000–65010). California Public Resources Code Sections 21092.2, and 21167(f) and California Government Code Section 65092 require agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency's governing body. We request that such notice be *both* mailed and e-mailed to us.

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I. THE CITY SHOULD REQUIRE THE USE OF A LOCAL WORKFORCE TO BENEFIT THE COMMUNITY'S ECONOMIC DEVELOPMENT AND ENVIRONMENT.

The City should require the Project to be built by contractors who participate in a Joint Labor-Management Apprenticeship Program approved by the State of California and make a commitment to hiring a local workforce.

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Community benefits such as local hire can also be helpful to reduce environmental impacts and improve the positive economic impact of the Project. Local hire provisions requiring that a certain percentage of workers reside within 10 miles or less of the Project site can reduce the length of vendor trips, reduce greenhouse gas emissions, and provide localized economic benefits. As environmental consultants Matt Hagemann and Paul E. Rosenfeld note:

> [A]ny local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

March 8, 2021, SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling.

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Workforce requirements promote the development of skilled trades that yield sustainable economic development. As the California Workforce Development Board and the University of California, Berkeley Center for Labor Research and Education concluded:

> [L]abor should be considered an investment rather than a cost—and investments in growing, diversifying, and upskilling California's workforce can positively affect returns on climate mitigation efforts. In other words, well-trained workers are key to delivering emissions reductions and moving California closer to its climate targets.[1]

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Furthermore, workforce policies have significant environmental benefits given that they improve an area's jobs-housing balance, decreasing the amount and length of job commutes and the associated greenhouse gas (GHG) emissions. In fact, on May 7, 2021, the South Coast Air Quality Management District found that that the "[u]se of a local state-certified apprenticeship program" can result in air pollutant reductions.[2]

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[1] California Workforce Development Board (2020) Putting California on the High Road: A Jobs and Climate Action Plan for 2030 at p. ii, *available at* https://laborcenter.berkeley.edu/wp-content/uploads/2020/09/Putting-California-on-the-High-Road.pdf.

[2] South Coast Air Quality Management District (May 7, 2021) Certify Final Environmental Assessment and Adopt Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions Program, and Proposed Rule 316 – Fees for Rule 2305, Submit Rule 2305 for Inclusion Into the SIP, and Approve

Locating jobs closer to residential areas can have significant environmental benefits. As the California Planning Roundtable noted in 2008:

> People who live and work in the same jurisdiction would be more likely to take transit, walk, or bicycle to work than residents of less balanced communities and their vehicle trips would be shorter. Benefits would include potential reductions in both vehicle miles traveled and vehicle hours traveled.[3]

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Moreover, local hire mandates and skill-training are critical facets of a strategy to reduce vehicle miles traveled (VMT). As planning experts Robert Cervero and Michael Duncan have noted, simply placing jobs near housing stock is insufficient to achieve VMT reductions given that the skill requirements of available local jobs must match those held by local residents.[4] Some municipalities have even tied local hire and other workforce policies to local development permits to address transportation issues. Cervero and Duncan note that:

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> In nearly built-out Berkeley, CA, the approach to balancing jobs and housing is to create local jobs rather than to develop new housing. The city's First Source program encourages businesses to hire local residents, especially for entry- and intermediate-level jobs, and sponsors vocational training to ensure residents are employment-ready. While the program is voluntary, some 300 businesses have used it to date, placing more than 3,000 city residents in local jobs since it was launched in 1986. When needed, these carrots are matched by sticks, since the city is not shy about negotiating corporate participation in First Source as a condition of approval for development permits.

Recently, the State of California verified its commitment towards workforce development through the Affordable Housing and High Road Jobs Act of 2022,

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Supporting Budget Actions, *available at* http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf?sfvrsn=10.

[3] California Planning Roundtable (2008) Deconstructing Jobs-Housing Balance at p. 6, *available at* https://cproundtable.org/static/media/uploads/publications/cpr-jobs-housing.pdf

[4] Cervero, Robert and Duncan, Michael (2006) Which Reduces Vehicle Travel More: Jobs-Housing Balance or Retail-Housing Mixing? Journal of the American Planning Association 72 (4), 475-490, 482, *available at* http://reconnectingamerica.org/assets/Uploads/UTCT-825.pdf.

otherwise known as Assembly Bill No. 2011 ("**AB2011**"). AB2011 amended the Planning and Zoning Law to allow ministerial, by-right approval for projects being built alongside commercial corridors that meet affordability and labor requirements. 13 CONT

The City should consider utilizing local workforce policies and requirements to benefit the local area economically and to mitigate greenhouse gas, improve air quality, and reduce transportation impacts.

II. THE PROJECT WOULD BE APPROVED IN VIOLATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. Background Concerning the California Environmental Quality Act

The California Environmental Quality Act is a California statute designed to inform decision-makers and the public about the potential significant environmental effects of a project. 14 California Code of Regulations ("**CEQA Guidelines**"), § 15002, subd. (a)(1).[5] At its core, its purpose is to "inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made." *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564. 14

B. Background Concerning Environmental Impact Reports

CEQA directs public agencies to avoid or reduce environmental damage, when possible, by requiring alternatives or mitigation measures. CEQA Guidelines, § 15002, subds. (a)(2)-(3); see also *Berkeley Keep Jets Over the Bay Committee v. Board of Port Comes* (2001) 91 Cal.App.4th 1344, 1354; *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553; *Laurel Heights Improvement Assn.*, 47 Cal.3d at p. 400. The EIR serves to provide public agencies and the public in general with information about the effect that a proposed project is likely to have on the environment and to "identify ways that environmental damage can be avoided or significantly reduced." CEQA Guidelines, § 15002, subd. (a)(2). If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has "eliminated or substantially lessened all significant effects on the environment where feasible" and that any unavoidable significant effects on the environment are

[5] The CEQA Guidelines, codified in Title 14 of the California Code of Regulations, section 15000 et seq., are regulatory guidelines promulgated by the state Natural Resources Agency for the implementation of CEQA. Cal. Pub. Res. Code, § 21083. The CEQA Guidelines are given "great weight in interpreting CEQA except when . . . clearly unauthorized or erroneous." *Center for Biological Diversity v. Dept. of Fish & Wildlife* (2015) 62 Cal.4th 204, 217.

"acceptable due to overriding concerns" specified in Public Resources Code section 21081. See CEQA Guidelines, § 15092, subds. (b)(2)(A)-(B).

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While the courts review an EIR using an 'abuse of discretion' standard, the reviewing court is not to *uncritically* rely on every study or analysis presented by a project proponent in support of its position. *Berkeley Jets*, 91 Cal.App.4th at p. 1355 (quoting *Laurel Heights Improvement Assn.*, 47 Cal.3d at pp. 391, 409 fn. 12) (internal quotations omitted). A clearly inadequate or unsupported study is entitled to no judicial deference. *Id.* Drawing this line and determining whether the EIR complies with CEQA's information disclosure requirements presents a question of law subject to independent review by the courts. *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 515; *Madera Oversight Coalition, Inc. v. County of Madera* (2011) 199 Cal.App.4th 48, 102, 131. As the court stated in *Berkeley Jets*, prejudicial abuse of discretion occurs if the failure to include relevant information precludes informed decision-making and informed public participation, thereby thwarting the statutory goals of the EIR process. 91 Cal.App.4th at p. 1355 (internal quotations omitted).

The preparation and circulation of an EIR is more than a set of technical hurdles for agencies and developers to overcome. *Communities for a Better Environment v. Richmond* (2010) 184 Cal.App.4th 70, 80 (quoting *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 449-450). The EIR's function is to ensure that government officials who decide to build or approve a project do so with a full understanding of the environmental consequences and, equally important, that the public is assured those consequences have been considered. *Id.* For the EIR to serve these goals it must present information so that the foreseeable impacts of pursuing the project can be understood and weighed, and the public must be given an adequate opportunity to comment on that presentation before the decision to go forward is made. *Id.*

A strong presumption in favor of requiring preparation of an EIR is built into CEQA. This presumption is reflected in what is known as the "fair argument" standard under which an EIR must be prepared whenever substantial evidence in the record supports a fair argument that a project may have a significant effect on the environment. *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602; *Friends of "B" St.* v. *City of Hayward* (1980) 106 Cal.3d 988, 1002.

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The fair argument test stems from the statutory mandate that an EIR be prepared for any project that "may have a significant effect on the environment." PRC, § 21151;

see *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.App.3d 68, 75; accord *Jensen v. City of Santa Rosa* (2018) 23 Cal.App.5th 877, 884. Under this test, if a proposed project is not exempt and may cause a significant effect on the environment, the lead agency must prepare an EIR. PRC, §§ 21100 (a), 21151; CEQA Guidelines, § 15064 (a)(1), (f)(1). An EIR may be dispensed with only if the lead agency finds no substantial evidence in the initial study or elsewhere in the record that the project may have a significant effect on the environment. *Parker Shattuck Neighbors v. Berkeley City Council* (2013) 222 Cal.App.4th 768, 785. In such a situation, the agency must adopt a negative declaration. PRC, § 21080, subd. (c)(1); CEQA Guidelines, §§ 15063 (b)(2), 15064(f)(3). 15 CONT

"Significant effect upon the environment" is defined as "a substantial or potentially substantial adverse change in the environment." PRC, § 21068; CEQA Guidelines, § 15382. A project may have a significant effect on the environment if there is a reasonable probability that it will result in a significant impact. *No Oil, Inc.*, 13 Cal.3d at p. 83 fn. 16; see *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 309. If any aspect of the project may result in a significant impact on the environment, an EIR must be prepared even if the overall effect of the project is beneficial. CEQA Guidelines, § 15063(b)(1); see *County Sanitation Dist. No. 2 v. County of Kern* (2005) 127 Cal.App.4th 1544, 1580. 16

This standard sets a "low threshold" for preparation of an EIR. *Consolidated Irrigation Dist. v. City of Selma* (2012) 204 Cal.App.4th 187, 207; *Nelson v. County of Kern* (2010) 190 Cal.App.4th 252; *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 928; *Bowman v. City of Berkeley* (2004) 122 Cal.App.4th 572, 580; *Citizen Action to Serve All Students v. Thornley* (1990) 222 Cal.App.3d 748, 754; *Sundstrom*, 202 Cal.App.3d at p. 310. If substantial evidence in the record supports a fair argument that the project may have a significant environmental effect, the lead agency must prepare an EIR even if other substantial evidence before it indicates the project will have no significant effect. See *Jensen,* 23 Cal.App.5th at p. 886; *Clews Land & Livestock v. City of San Diego* (2017) 19 Cal.App.5th 161, 183; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150; *Brentwood Assn. for No Drilling, Inc. v. City of Los Angeles* (1982) 134 Cal.App.3d 491; *Friends of "B" St.*, 106 Cal.App.3d 988; CEQA Guidelines, § 15064(f)(1). 17

C. Background Concerning Initial Studies, Negative Declarations and Mitigated Negative Declarations

CEQA and CEQA Guidelines are strict and unambiguous about when an MND may be used. A public agency must prepare an EIR whenever substantial evidence supports a "fair argument" that a proposed project "may have a significant effect on the environment." Pub. Res. Code, §§ 21100, 21151; CEQA Guidelines, §§ 15002, subds. (f)(1)-(2), 15063; *No Oil, Inc.*, 13 Cal.3d at p. 75; *Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal.App.4th 98, 111-112. 18

Essentially, should a lead agency be presented with a fair argument that a project may have a significant effect on the environment, the lead agency shall prepare an EIR even though it may also be presented with other substantial evidence that the project will not have a significant effect. CEQA Guidelines, §§ 15064, subds. (f)(1)-(2); see *No Oil Inc., supra*, 13 Cal.3d at p. 75 (internal citations and quotations omitted). Substantial evidence includes "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." CEQA Guidelines, § 15384(a).

The fair argument standard is a "low threshold" test for requiring the preparation of an EIR. *No Oil Inc.*, *supra*, 13 Cal.3d at p. 84; *County Sanitation Dist. No. 2 of Los Angeles County v. County of Kern* (2005) 127 Cal.App.4th 1544, 1579. It "requires the preparation of an EIR where there is substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial[.]" *County Sanitation*, *supra*, 127 Cal.App.4th at p. 1580 (quoting CEQA Guidelines, § 15063(b)(1)). A lead agency may adopt an MND only if "there is no substantial evidence that the project will have a significant effect on the environment." CEQA Guidelines, § 15074(b). 19

Evidence supporting a fair argument of a significant environmental impact triggers preparation of an EIR regardless of whether the record contains contrary evidence. *League for Protection of Oakland's Architectural and Historical Resources v. City of Oakland* (1997) 52 Cal.App.4th 896, 904-905. "Where the question is the sufficiency of the evidence to support a fair argument, deference to the agency's determination is not appropriate[.]" *County Sanitation*, 127 Cal.App.4th at 1579 (quoting *Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1317-1318).

Further, it is the duty of the lead agency, not the public, to conduct the proper environmental studies. "The agency should not be allowed to hide behind its own failure to gather relevant data." *Sundstrom*, 202 Cal.App.3d at p. 311. "Deficiencies in the record may actually enlarge the scope of fair argument by lending a logical plausibility to a wider range of inferences." *Id*; see also *Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1382 (lack of study enlarges the scope of the fair argument which may be made based on the limited facts in the record). 20

Thus, refusal to complete recommended studies lowers the already low threshold to establish a fair argument. The court may not exercise its independent judgment on the omitted material by determining whether the ultimate decision of the lead agency would have been affected had the law been followed. *Environmental Protection Information Center v. Cal. Dept. of Forestry* (2008) 44 Cal.4th 459, 486 (internal citations and quotations omitted). The remedy for this deficiency would be for the trial court to issue a writ of mandate. *Id.* 21

Both the review for failure to follow CEQA's procedures and the fair argument test are questions of law, thus, the de novo standard of review applies. *Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435. "Whether the agency's record contains substantial evidence that would support a fair argument that the project may have a significant effect on the environment is treated as a question of law. *Consolidated Irrigation Dist.*, 204 Cal.App.4th at p. 207; Kostka and Zischke, Practice Under the Environmental Quality Act (2017, 2d ed.) at § 6.76. 22

In an MND context, courts give no deference to the agency. Additionally, the agency or the court should not weigh expert testimony or decide on the credibility of such evidence—this is one of the EIR's functions. As stated in *Pocket Protectors v. City of Sacramento*:

> Unlike the situation where an EIR has been prepared, neither the lead agency nor a court may "weigh" conflicting substantial evidence to determine whether an EIR must be prepared in the first instance. Guidelines section 15064, subdivision (f)(1) provides in pertinent part: if a lead agency is presented with a fair argument that a project may have a significant effect on the environment, the lead agency shall prepare an EIR even though it may also be presented with other substantial evidence that the project will not have a significant effect. Thus, as *Claremont* itself recognized, [c]onsideration is not to be given contrary evidence supporting the preparation of a negative declaration.

(2004) 124 Cal.App.4th 903, 935 (internal citations and quotations omitted).

In cases where it is not clear whether there is substantial evidence of significant environmental impacts, CEQA requires erring on the side of a "preference for resolving doubts in favor of environmental review." *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 332. "The foremost principle under CEQA is that the Legislature intended the act to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language. *Friends of Mammoth v. Board of Supervisors* (1972) 8 Cal.3d 247, 259. 22 CONT

1. There Is a Fair Argument that the Project May Have a Significant Air Quality Impact By Increasing Exposure To Air Pollution In Disadvantaged Communities

The Project, individually and taken together with the operation of other industrial development within the City, will expose the nearby City community to increased air pollution and requires respective studies and mitigation.

According to the California Air Resources Board ("**CARB**"), industrial development, including warehouse projects, can lead to the increase in daily volumes of heavy-duty truck traffic and the operation of on-site equipment that emits toxic diesel, thus contributing to both regional air pollution and climate change.[6] This is especially detrimental to disadvantaged communities located within the vicinity of these warehouse projects. 23

Accordingly, to address the disproportionate impacts of air pollution and particularly such impacts on disadvantaged communities, the State has passed some key pieces of legislation that focus on clean air investment, pollution, mitigation, and environmental regulation. 24

a) Senate Bill 535

Senate Bill 535, passed in 2012, authorized the California Environmental Protection Agency ("**CalEPA**") to identify disadvantaged communities in order to target a share of the investment of Greenhouse Gas Reduction Funds to these communities.[7] The

[6] CARB Comment Letter ("**CARB Letter**") (Apr. 28, 2023) (p. 1), *available at* https://ww2.arb.ca.gov/sites/default/files/2023-05/CARB%20Comments%20-%20NOP%20for%20the%20Mariposa%20Industrial%20Park%20%232%20DEIR%20-%204.28.2023.pdf (accessed on May 19, 2023.)

[7] Sen. Bill No. 535, approved by Governor, Sept. 30, 2012, *available at* https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120SB535

bill requires that funds be allocated for the benefit of disadvantaged communities while recognizing the potential vulnerability of these communities to poor air quality.[8] CalEPA defines a "disadvantaged communities" as "the top 25% highest scoring census tracts in what was then the most current version of CalEnviroScreen, Version 3.0, along with the census tracts that scored in the highest 5% of CalEnviroSceen's Pollution Burden indicator but did not have an overall CalEnviroScreen score."[9]

24 CONT

In its May 2022 final designation, CalEPA has decided to formally designate as disadvantaged communities ("DACs") the four categories of tracts proposed for designation in the Preliminary Designation; i.e.: (1) census tracts with the highest 25 percent of CalEnviroScreen overall scores; (2) census tracts lacking overall scores due to data gaps, but with the highest 5 percent of CalEnviroScreen Pollution Burden scores; (3) census tracts recognized as disadvantaged in CalEPA's most recent SB 535 designation, made in 2017; and (4) areas under the control of federally recognized Tribes.[10]

Based on these four criteria, CalEPA provided an interactive map of DACs,[11] which shows that the Project is near disadvantaged communities.

Accordingly, the City should ensure that the Project will not have an adverse impact on nearby disadvantaged communities.

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b) Senate Bill 1000

Senate Bill 1000, passed in 2016, requires local governments to include environmental justice elements into their general plans where local governments have identified disadvantaged communities when the government will next adopt or revise two (2) or more elements concurrently on or after January 1, 2018.[12] SB 1000 requires that these

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[8] *Id.* at Section 1(b).
[9] CalEPA, *Preliminary Designation of Disadvantaged Communities Pursuant to Senate Bill 535* (Oct. 2021), p. 1, *available at* https://calepa.ca.gov/wp-content/uploads/sites/6/2021/10/2021_CalEPA_Prelim_DAC_1018_English_a.pdf (accessed on May 19, 2023.)
[10] CalEPA's *Final Designation of Disadvantaged Communities Pursuant to Senate Bill* 535, May 2022 - https://calepa.ca.gov/wp-content/uploads/sites/6/2022/05/Updated-Disadvantaged-Communities-Designation-DAC-May-2022-Eng.a.hp_-1.pdf ;
[11] See, CalEPA's Final Designation interactive map: https://calepa.ca.gov/envjustice/ghginvest/
[12] Sen. Bill No. 1000, approved by Governor Sept. 24, 2016, *available at* https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000 (accessed on May 19, 2023.)

environmental justice elements set forth objectives and policies intended to reduce health risks in disadvantaged communities and include policies aimed at reducing community pollution exposure by improving air quality.[13] The purpose is to ensure environmental justice principles are incorporated into the planning process so that disadvantaged community needs are addressed and improvements and programs are prioritized. **26 CONT**

c) Assembly Bill 617

Assembly Bill 617 is aimed at developing "a new community focused program to more effectively reduce to [sic] air pollution and preserve public health" and "directs [CARB] and all local air districts, . . . to take measures to protect communities disproportionately impacted by air pollution."[14] As a result, CARB, in conjunction with local air districts, created the Community Air Protection Program.[15]

The foregoing three (3) bills should be evaluated and included in the Project's environmental analysis in order to address and mitigate any potential negative impacts that the Project may have on air quality and the communities nearby.

2. The City Should Quantify and Discuss the Potential Cancer Risks from Project Operation.

Since the Project Site is located near a community already burdened by various sources of air pollution, the City should revise the health risk assessment ("**HRA**") for the Project to account for all potential health risks from the Project. According to CARB, an "HRA should account for all potential operational health risks from Project-related diesel particulate matter (diesel PM) emission sources, including, but not limited to, **27**

[13] *Id.* at Section 65302(h)(A).

[14] Sacramento Metropolitan Air Quality Management District, *AB 617 Background*, *available at* https://www.airquality.org/air-quality-health/community-air-protection/ab-617-background (accessed on May 19, 2023); *see also* Assem. Bill No. 617, approved by Governor July 26, 2017, *available at* https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617 (accessed on May 19, 2023.)

[15] California Air Resources Board, *AB 617 Community Air Protection Incentives Status Report* (accessed on May 19, 2023), *available at* https://ww2.arb.ca.gov/our-work/programs/community-air-protection-incentives/ab-617-community-air-protection-incentives#:~:text=Specifically%2C%20AB%20617%20directed%20CARB,variety%20of%20strategies%20including%20incentives.

back-up generators, on-site diesel-powered equipment, locomotives, and heavy-duty trucks."[16] 27 CONT

In addition, the HRA should evaluate whether the Project's operation, considered together with past, present, and reasonably foreseeable future projects, would cause a cumulative cancer risk impact on neighboring communities.[17] Therefore, the City should include all air pollution reduction measures listed in Attachment A of the CARB Letter.[18] 28

Assuming that the proposed industrial land uses here would be used for cold storage, it is possible that the trucks and trailers visiting the Project Site could be equipped with Transport Refrigeration Units ("**TRU**").[19] According to CARB, TRUs can emit a significant amount of diesel exhaust while operating near the Project Site, which would expose nearby residences and other sensitive receptors to diesel exhaust emissions, thereby posing a significant cancer risk to the nearby community.[20] Thus, if the Project will be used for cold storage, the City should model air pollutant emissions from on-site TRUs in the environmental study and account for the potential cancer risks that the on-site TRUs may pose in the Project's HRA. 29

If, however, the Project's use of TRUs is unclear or if the Project at this time is proposed with no TRUs and the Project site will not be used for cold storage or TRU trucks, then the City should ensure that any future use of TRUs will be duly accounted for and its impacts mitigation. To do so, the City should include at least one of the following design measures and approval conditions: 30

> A Project design measure requiring contractual language in tenant lease agreements that prohibits tenants from operating TRUs within the Project-site; or

[16] CARB Letter, *supra*, at p. 2.
[17] *Id.*
[18] *Id.* at p. 8, Attachment A.
[19] *See,* https://ww2.arb.ca.gov/sites/default/files/classic//cc/cold-storage/cold-storage1.htm#:~:text=TRUs%20are%20currently%20defined%20as,trailers%2C%20railcars%20and%20shipping%20containers (Dec. 18, 2018) (TRUs are defined as "refrigeration systems that are powered by internal combustion engines (inside the unit housing). They control the environment of temperature-sensitive products that are transported in refrigerated trucks, trailers, railcars and shipping containers.") (accessed on May 19, 2023.)
[20] CARB Letter, *supra*, at p. 2.

A condition requiring a restrictive covenant over the parcel that prohibits the applicant's use of TRUs on the property unless the applicant seeks and receives an amendment to its conditional use permit allowing such use.[21]

30 CONT

3. The City Should Quantify and Discuss the Potential Cancer Risks from Project Construction.

In addition to the potential health risks discussed above, the Project's air quality studies or findings and the Project's HRA should also include health risks associated with construction diesel particulate matter emissions. The Project's construction activities would cause short-term diesel particulate matter emissions both from on-road and off-road diesel equipment.[22] Since the Project's construction activities will likely take place for more than two (2) months, the Project's HRA should discuss the health risks posed for existing residences located near the Project Site while the Project's construction takes place.[23]

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In addition, the HRA should analyze all diesel particulate matter emission sources pertaining to Project construction and evaluate the cancer risks based on the most recent Office of Environmental Health Hazard Assessment's guidance and CARB's HARP2 model.[24]

In sum, City must address, study, and mitigate the Project's reasonably foreseeable air quality impacts, including the localized air pollutant exposure at the neighborhood level, as well as the Project's regional air quality impacts, through a revised HRA.[25]

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4. CEQA Bars the Deferred Development of Environmental Mitigation Measures

CEQA mitigation measures proposed and adopted into an environmental impact report are required to describe what actions that will be taken to reduce or avoid an environmental impact. (CEQA Guidelines § 15126.4(a)(1)(B) [providing

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[21] *Id.* at p. 2.
[22] *Id.* at p. 3.
[23] *Id.*
[24] *Id.*
[25] As stated in the CARB letter, "With regard to greenhouse gas emissions from this project, CARB has been clear that local governments and project proponents have a responsibility to properly mitigate these impacts. CARB's guidance, set out in detail in the Scoping Plan issued in 2017, makes clear that in CARB's expert view, local mitigation is critical to achieving climate goals and reducing greenhouse gases below levels of significance." *Id.* at p. 1. As noted in the CARB Letter (*id.*), the noted concerns are for both the localized air pollutant exposure at the neighborhood level, as well as the Project's regional air quality impacts.

"[f]ormulation of mitigation measures should not be deferred until some future time."].) While the same Guidelines section 15126.5(a)(1)(B) acknowledges an exception to the rule against deferrals, but such exception is narrowly proscribed to situations where "measures may specify performance standards which would mitigate the significant effect of the project and which may be accomplished in more than one specified way." (*Id.*) Courts have also recognized a similar exception to the general rule against deferral of mitigation measures where the performance criteria for each mitigation measure is identified and described in the EIR. (*Sacramento Old City Ass'n v. City Council* (1991) 229 Cal.App.3d 1011.)

33 CONT

Impermissible deferral can occur when an EIR calls for mitigation measures to be created based on future studies or describes mitigation measures in general terms but the agency fails to commit itself to specific performance standards. (*Preserve Wild Santee v. City of Santee* (2012) 210 Cal.App.4th 260, 281 [city improperly deferred mitigation to butterfly habitat by failing to provide standards or guidelines for its management]; *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 671 [EIR failed to provide and commit to specific criteria or standard of performance for mitigating impacts to biological habitats]; *see also Cleveland Nat'l Forest Found. v San Diego Ass'n of Gov'ts* (2017) 17 Cal.App.5th 413, 442 [generalized air quality measures in the EIR failed to set performance standards]; *California Clean Energy Comm. v City of Woodland* (2014) 225 Cal.App.4th 173, 195 [agency could not rely on a future report on urban decay with no standards for determining whether mitigation required]; *POET, LLC v. State Air Resources Bd.* (2013) 218 Cal.App.4th 681, 740 [agency could not rely on future rulemaking to establish specifications to ensure emissions of nitrogen oxide would not increase because it did not establish objective performance criteria for measuring whether that goal would be achieved]; *Gray v. County of Madera* (2008) 167 Cal.App.4th 1099, 1119 [rejecting mitigation measure requiring replacement water to be provided to neighboring landowners because it identified a general goal for mitigation rather than specific performance standard]; *Endangered Habitats League, Inc. v. County of Orange* (2005) 131 Cal.App.4th 777, 794 [requiring report without established standards is impermissible delay].)

The Air Quality Mitigation Measures for the Project results in deferred mitigation by not adequately analyzing the applicability of San Joaquin Valley Air Pollution Control District's ("**SJVAPCD**") Rule 9510. While the IS/MND states that the air quality

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assessment included in Appendix A fulfills the requirements of the majority of the mitigation measures, measure MM AQ-4b is left to be assessed by the applicant prior to the Project's discretionary approval. (IS/MND, p. 51.) This requirement, however, lacks necessary enforcements mechanisms to ensure the assessment is performed and available to the public ***prior*** to any approvals. Further, the mitigation measure itself requires the creation of future, unknown mitigation measures to reduce impacts as necessary. These mitigations must also be made available for public comment to ensure compliance with CEQA. **34 CONT**

As the currently air quality mitigations are speculative in nature, there is a fair argument that there will be a significant air quality impact requiring the preparation of an EIR. **35**

5. There Is a Fair Argument that the Project May Have a Significant Biological Impacts Mandatory Findings of Signficance and an EIR.

The IS/MND fails to outline all mitigation measures necessary to support a finding of no significant impact. As the Project site is located within the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan ("**SJMSCP**") area, the applicant will be required to obtain an incidental take permit and implement further mitigation requirements as defined by the San Joquin Council of Governments ("**SJCOG**"). The City of Stockton, as a Plan Participant, agreed to the terms of the plan. Further mitigations required by the Regional Water Quality Control Board are also expected due to the Project's impacts on the nearby French Camp Slough. However, the potential mitigations have not been included in the IS/MND and no clear description of the performance standards was included in the existing mitigation measures. As such, the biological impact mitigations also engage in impermissible deferred mitigation. **36**

As written, the IS/MND relies on compliance alone to support its findings of no significant impacts on biological resources. However, as explained above, this compliance is completely speculative as the measures required for actual compliance have not been created. Further, the process currently described by the IS/MND is ***not compliant*** with the requirements of the SJMSCP. The Plan states that "Plan Participants shall forward Advisory Agency Notices to the Joint Powers Authority (JPA), as required by Section 8.1.3.2, ***at the beginning of a discretionary project's application review process***." (SJMSCP, p. 5-16)(Emphasis added.) If the JPA determines that the project will require mitigation measures, the JPA' "shall list the applicable Incidental Take Minimization Measures in the written response." (*Id.*) **37**

Further, any mitigation measures required by the JPA are to be ***included as conditions of project approval***. (*Id.*) The IS/MND has failed to clarify whether or not the incidental take permit process has even been initiated. 38

As the requirements of the SJMSCP have not been met, the City's conclusion that there will be no significant impacts on biological resources is entirely unsupported by evidence, and there is a fair argument that the Project may have significant biological resources impacts, necessitating the preparation of an EIR. 39

III. **CONCLUSION**

Based on the foregoing, the City should deny the Project's proposed entitlements and require that an Environmental Impact Report be prepared pursuant to CEQA, consistent with the comments and issues identified in this comment letter. 40

Sincerely,

Grace Holbrook
Attorneys for Carpenters
Local Union #152

Attached:

March 8, 2021 SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling (Exhibit A);

Air Quality and GHG Expert Paul Rosenfeld CV (Exhibit B); and

Air Quality and GHG Expert Matt Hagemann CV (Exhibit C).

EXHIBIT A

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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March 8, 2021

Mitchell M. Tsai
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Subject: Local Hire Requirements and Considerations for Greenhouse Gas Modeling

Dear Mr. Tsai,

Soil Water Air Protection Enterprise ("SWAPE") is pleased to provide the following draft technical report explaining the significance of worker trips required for construction of land use development projects with respect to the estimation of greenhouse gas ("GHG") emissions. The report will also discuss the potential for local hire requirements to reduce the length of worker trips, and consequently, reduced or mitigate the potential GHG impacts.

Worker Trips and Greenhouse Gas Calculations

The California Emissions Estimator Model ("CalEEMod") is a "statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with both construction and operations from a variety of land use projects."[1] CalEEMod quantifies construction-related emissions associated with land use projects resulting from off-road construction equipment; on-road mobile equipment associated with workers, vendors, and hauling; fugitive dust associated with grading, demolition, truck loading, and on-road vehicles traveling along paved and unpaved roads; and architectural coating activities; and paving.[2]

The number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.[3]

[1] "California Emissions Estimator Model." CAPCOA, 2017, *available at:* http://www.aqmd.gov/caleemod/home.
[2] "California Emissions Estimator Model." CAPCOA, 2017, *available at:* http://www.aqmd.gov/caleemod/home.
[3] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.

Specifically, the number and length of vehicle trips is utilized to estimate the vehicle miles travelled ("VMT") associated with construction. Then, utilizing vehicle-class specific EMFAC 2014 emission factors, CalEEMod calculates the vehicle exhaust, evaporative, and dust emissions resulting from construction-related VMT, including personal vehicles for worker commuting.[4]

Specifically, in order to calculate VMT, CalEEMod multiplies the average daily trip rate by the average overall trip length (see excerpt below):

> "$VMT_d = \Sigma(\text{Average Daily Trip Rate}_i * \text{Average Overall Trip Length}_i)_n$
>
> Where:
>
> n = Number of land uses being modeled."[5]

Furthermore, to calculate the on-road emissions associated with worker trips, CalEEMod utilizes the following equation (see excerpt below):

> "$\text{Emissions}_{pollutant} = VMT * EF_{running,pollutant}$
>
> Where:
>
> $\text{Emissions}_{pollutant}$ = emissions from vehicle running for each pollutant
>
> VMT = vehicle miles traveled
>
> $EF_{running,pollutant}$ = emission factor for running emissions."[6]

Thus, there is a direct relationship between trip length and VMT, as well as a direct relationship between VMT and vehicle running emissions. In other words, when the trip length is increased, the VMT and vehicle running emissions increase as a result. Thus, vehicle running emissions can be reduced by decreasing the average overall trip length, by way of a local hire requirement or otherwise.

Default Worker Trip Parameters and Potential Local Hire Requirements

As previously discussed, the number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.[7] In order to understand how local hire requirements and associated worker trip length reductions impact GHG emissions calculations, it is important to consider the CalEEMod default worker trip parameters. CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act ("CEQA") requires that such changes be justified by substantial evidence.[8] The default number of construction-related worker trips is calculated by multiplying the

[4] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14-15.
[5] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 23.
[6] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.
[7] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.
[8] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 1, 9.

number of pieces of equipment for all phases by 1.25, with the exception of worker trips required for the building construction and architectural coating phases.[9] Furthermore, the worker trip vehicle class is a 50/25/25 percent mix of light duty autos, light duty truck class 1 and light duty truck class 2, respectively."[10] Finally, the default worker trip length is consistent with the length of the operational home-to-work vehicle trips.[11] The operational home-to-work vehicle trip lengths are:

> "[B]ased on the *location* and *urbanization* selected on the project characteristic screen. These values were *supplied by the air districts or use a default average for the state*. Each district (or county) also assigns trip lengths for urban and rural settings" (emphasis added). [12]

Thus, the default worker trip length is based on the location and urbanization level selected by the User when modeling emissions. The below table shows the CalEEMod default rural and urban worker trip lengths by air basin (see excerpt below and Attachment A).[13]

Worker Trip Length by Air Basin		
Air Basin	**Rural (miles)**	**Urban (miles)**
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
Mojave Desert	16.8	10.8
Mountain Counties	16.8	10.8
North Central Coast	17.1	12.3
North Coast	16.8	10.8
Northeast Plateau	16.8	10.8
Sacramento Valley	16.8	10.8
Salton Sea	14.6	11
San Diego	16.8	10.8
San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	**16.47**	**11.17**
Minimum	**10.80**	**10.80**
Maximum	**19.80**	**14.70**
Range	**9.00**	**3.90**

[9] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.
[10] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.
[11] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14.
[12] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 21.
[13] "Appendix D Default Data Tables." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-84 – D-86.

As demonstrated above, default rural worker trip lengths for air basins in California vary from 10.8- to 19.8-miles, with an average of 16.47 miles. Furthermore, default urban worker trip lengths vary from 10.8- to 14.7-miles, with an average of 11.17 miles. Thus, while default worker trip lengths vary by location, default urban worker trip lengths tend to be shorter in length. Based on these trends evident in the CalEEMod default worker trip lengths, we can reasonably assume that the efficacy of a local hire requirement is especially dependent upon the urbanization of the project site, as well as the project location.

Practical Application of a Local Hire Requirement and Associated Impact

To provide an example of the potential impact of a local hire provision on construction-related GHG emissions, we estimated the significance of a local hire provision for the Village South Specific Plan ("Project") located in the City of Claremont ("City"). The Project proposed to construct 1,000 residential units, 100,000-SF of retail space, 45,000-SF of office space, as well as a 50-room hotel, on the 24-acre site. The Project location is classified as Urban and lies within the Los Angeles-South Coast County. As a result, the Project has a default worker trip length of 14.7 miles.[14] In an effort to evaluate the potential for a local hire provision to reduce the Project's construction-related GHG emissions, we prepared an updated model, reducing all worker trip lengths to 10 miles (see Attachment B). Our analysis estimates that if a local hire provision with a 10-mile radius were to be implemented, the GHG emissions associated with Project construction would decrease by approximately 17% (see table below and Attachment C).

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO_2e)	3,623
Amortized Construction GHG Emissions (MT CO_2e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,024
Amortized Construction GHG Emissions (MT CO_2e/year)	100.80
% Decrease in Construction-related GHG Emissions	***17%***

As demonstrated above, by implementing a local hire provision requiring 10 mile worker trip lengths, the Project could reduce potential GHG emissions associated with construction worker trips. More broadly, any local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

This serves as an example of the potential impacts of local hire requirements on estimated project-level GHG emissions, though it does not indicate that local hire requirements would result in reduced construction-related GHG emission for all projects. As previously described, the significance of a local hire requirement depends on the worker trip length enforced and the default worker trip length for the project's urbanization level and location.

[14] "Appendix D Default Data Tables." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-85.

Disclaimer

SWAPE has received limited discovery. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

Location Type	Location Name	Rural H-W (miles)	Urban H-W (miles)
Air Basin	Great Basin	16.8	10.8
Air Basin	Lake County	16.8	10.8
Air Basin	Lake Tahoe	16.8	10.8
Air Basin	Mojave Desert	16.8	10.8
Air Basin	Mountain	16.8	10.8
Air Basin	North Central	17.1	12.3
Air Basin	North Coast	16.8	10.8
Air Basin	Northeast	16.8	10.8
Air Basin	Sacramento	16.8	10.8
Air Basin	Salton Sea	14.6	11
Air Basin	San Diego	16.8	10.8
Air Basin	San Francisco	10.8	10.8
Air Basin	San Joaquin	16.8	10.8
Air Basin	South Central	16.8	10.8
Air Basin	South Coast	19.8	14.7
Air District	Amador County	16.8	10.8
Air District	Antelope Valley	16.8	10.8
Air District	Bay Area AQMD	10.8	10.8
Air District	Butte County	12.54	12.54
Air District	Calaveras	16.8	10.8
Air District	Colusa County	16.8	10.8
Air District	El Dorado	16.8	10.8
Air District	Feather River	16.8	10.8
Air District	Glenn County	16.8	10.8
Air District	Great Basin	16.8	10.8
Air District	Imperial County	10.2	7.3
Air District	Kern County	16.8	10.8
Air District	Lake County	16.8	10.8
Air District	Lassen County	16.8	10.8
Air District	Mariposa	16.8	10.8
Air District	Mendocino	16.8	10.8
Air District	Modoc County	16.8	10.8
Air District	Mojave Desert	16.8	10.8
Air District	Monterey Bay	16.8	10.8
Air District	North Coast	16.8	10.8
Air District	Northern Sierra	16.8	10.8
Air District	Northern	16.8	10.8
Air District	Placer County	16.8	10.8
Air District	Sacramento	15	10

Air District	San Diego	16.8	10.8
Air District	San Joaquin	16.8	10.8
Air District	San Luis Obispo	13	13
Air District	Santa Barbara	8.3	8.3
Air District	Shasta County	16.8	10.8
Air District	Siskiyou County	16.8	10.8
Air District	South Coast	19.8	14.7
Air District	Tehama County	16.8	10.8
Air District	Tuolumne	16.8	10.8
Air District	Ventura County	16.8	10.8
Air District	Yolo/Solano	15	10
County	Alameda	10.8	10.8
County	Alpine	16.8	10.8
County	Amador	16.8	10.8
County	Butte	12.54	12.54
County	Calaveras	16.8	10.8
County	Colusa	16.8	10.8
County	Contra Costa	10.8	10.8
County	Del Norte	16.8	10.8
County	El Dorado-Lake	16.8	10.8
County	El Dorado-	16.8	10.8
County	Fresno	16.8	10.8
County	Glenn	16.8	10.8
County	Humboldt	16.8	10.8
County	Imperial	10.2	7.3
County	Inyo	16.8	10.8
County	Kern-Mojave	16.8	10.8
County	Kern-San	16.8	10.8
County	Kings	16.8	10.8
County	Lake	16.8	10.8
County	Lassen	16.8	10.8
County	Los Angeles-	16.8	10.8
County	Los Angeles-	19.8	14.7
County	Madera	16.8	10.8
County	Marin	10.8	10.8
County	Mariposa	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Merced	16.8	10.8
County	Modoc	16.8	10.8
County	Mono	16.8	10.8
County	Monterey	16.8	10.8
County	Napa	10.8	10.8

County	Nevada	16.8	10.8
County	Orange	19.8	14.7
County	Placer-Lake	16.8	10.8
County	Placer-Mountain	16.8	10.8
County	Placer-	16.8	10.8
County	Plumas	16.8	10.8
County	Riverside-	16.8	10.8
County	Riverside-	19.8	14.7
County	Riverside-Salton	14.6	11
County	Riverside-South	19.8	14.7
County	Sacramento	15	10
County	San Benito	16.8	10.8
County	San Bernardino-	16.8	10.8
County	San Bernardino-	19.8	14.7
County	San Diego	16.8	10.8
County	San Francisco	10.8	10.8
County	San Joaquin	16.8	10.8
County	San Luis Obispo	13	13
County	San Mateo	10.8	10.8
County	Santa Barbara-	8.3	8.3
County	Santa Barbara-	8.3	8.3
County	Santa Clara	10.8	10.8
County	Santa Cruz	16.8	10.8
County	Shasta	16.8	10.8
County	Sierra	16.8	10.8
County	Siskiyou	16.8	10.8
County	Solano-	15	10
County	Solano-San	16.8	10.8
County	Sonoma-North	16.8	10.8
County	Sonoma-San	10.8	10.8
County	Stanislaus	16.8	10.8
County	Sutter	16.8	10.8
County	Tehama	16.8	10.8
County	Trinity	16.8	10.8
County	Tulare	16.8	10.8
County	Tuolumne	16.8	10.8
County	Ventura	16.8	10.8
County	Yolo	15	10
County	Yuba	16.8	10.8
Statewide	Statewide	16.8	10.8

Worker Trip Length by Air Basin		
Air Basin	**Rural (miles)**	**Urban (miles)**
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
Mojave Desert	16.8	10.8
Mountain Counties	16.8	10.8
North Central Coast	17.1	12.3
North Coast	16.8	10.8
Northeast Plateau	16.8	10.8
Sacramento Valley	16.8	10.8
Salton Sea	14.6	11
San Diego	16.8	10.8
San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	**16.47**	**11.17**
Mininum	**10.80**	**10.80**
Maximum	**19.80**	**14.70**
Range	**9.00**	**3.90**

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1969	213.1969	0.0601	0.0000	214.6993
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6826	1,721.6826	0.1294	0.0000	1,724.9187
2023	0.6148	3.3649	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5295	1,627.5295	0.1185	0.0000	1,630.4925
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9078	52.9078	8.0200e-003	0.0000	53.1082
Maximum	**4.1619**	**4.1142**	**6.1625**	**0.0189**	**1.3058**	**0.1201**	**1.4259**	**0.3460**	**0.1128**	**0.4588**	**0.0000**	**1,721.6826**	**1,721.6826**	**0.1294**	**0.0000**	**1,724.9187**

2.1 Overall Construction

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1967	213.1967	0.0601	0.0000	214.6991
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6823	1,721.6823	0.1294	0.0000	1,724.9183
2023	0.6148	3.3648	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5291	1,627.5291	0.1185	0.0000	1,630.4921
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9077	52.9077	8.0200e-003	0.0000	53.1082
Maximum	**4.1619**	**4.1142**	**6.1625**	**0.0189**	**1.3058**	**0.1201**	**1.4259**	**0.3460**	**0.1128**	**0.4588**	**0.0000**	**1,721.6823**	**1,721.6823**	**0.1294**	**0.0000**	**1,724.9183**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4103	1.4103
2	12-1-2021	2-28-2022	1.3613	1.3613
3	3-1-2022	5-31-2022	1.1985	1.1985
4	6-1-2022	8-31-2022	1.1921	1.1921
5	9-1-2022	11-30-2022	1.1918	1.1918
6	12-1-2022	2-28-2023	1.0774	1.0774
7	3-1-2023	5-31-2023	1.0320	1.0320
8	6-1-2023	8-31-2023	1.0260	1.0260

9	**9-1-2023**	**11-30-2023**	1.0265	1.0265
10	**12-1-2023**	**2-29-2024**	2.8857	2.8857
11	**3-1-2024**	**5-31-2024**	1.6207	1.6207
		Highest	2.8857	2.8857

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

3.0 Construction Detail

Construction Phase

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0012**	**51.0012**	**0.0144**	**0.0000**	**51.3601**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	**2.9000e-003**	**0.0641**	**0.0233**	**2.0000e-004**	**6.4100e-003**	**2.1000e-004**	**6.6200e-003**	**1.7300e-003**	**2.0000e-004**	**1.9300e-003**	**0.0000**	**19.6816**	**19.6816**	**1.2800e-003**	**0.0000**	**19.7136**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0011**	**51.0011**	**0.0144**	**0.0000**	**51.3600**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	**2.9000e-003**	**0.0641**	**0.0233**	**2.0000e-004**	**6.4100e-003**	**2.1000e-004**	**6.6200e-003**	**1.7300e-003**	**2.0000e-004**	**1.9300e-003**	**0.0000**	**19.6816**	**19.6816**	**1.2800e-003**	**0.0000**	**19.7136**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7061**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	**7.7000e-004**	**6.0000e-004**	**6.8100e-003**	**2.0000e-005**	**1.9700e-003**	**2.0000e-005**	**1.9900e-003**	**5.2000e-004**	**1.0000e-005**	**5.4000e-004**	**0.0000**	**1.7801**	**1.7801**	**5.0000e-005**	**0.0000**	**1.7814**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7060**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	**7.7000e-004**	**6.0000e-004**	**6.8100e-003**	**2.0000e-005**	**1.9700e-003**	**2.0000e-005**	**1.9900e-003**	**5.2000e-004**	**1.0000e-005**	**5.4000e-004**	**0.0000**	**1.7801**	**1.7801**	**5.0000e-005**	**0.0000**	**1.7814**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5405**	**103.5405**	**0.0335**	**0.0000**	**104.3776**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	**1.6400e-003**	**1.2700e-003**	**0.0144**	**4.0000e-005**	**4.1600e-003**	**3.0000e-005**	**4.2000e-003**	**1.1100e-003**	**3.0000e-005**	**1.1400e-003**	**0.0000**	**3.7579**	**3.7579**	**1.1000e-004**	**0.0000**	**3.7607**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5403**	**103.5403**	**0.0335**	**0.0000**	**104.3775**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	**1.6400e-003**	**1.2700e-003**	**0.0144**	**4.0000e-005**	**4.1600e-003**	**3.0000e-005**	**4.2000e-003**	**1.1100e-003**	**3.0000e-005**	**1.1400e-003**	**0.0000**	**3.7579**	**3.7579**	**1.1000e-004**	**0.0000**	**3.7607**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	**2.8000e-004**	**2.1000e-004**	**2.4400e-003**	**1.0000e-005**	**7.7000e-004**	**1.0000e-005**	**7.7000e-004**	**2.0000e-004**	**1.0000e-005**	**2.1000e-004**	**0.0000**	**0.6679**	**0.6679**	**2.0000e-005**	**0.0000**	**0.6684**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	**2.8000e-004**	**2.1000e-004**	**2.4400e-003**	**1.0000e-005**	**7.7000e-004**	**1.0000e-005**	**7.7000e-004**	**2.0000e-004**	**1.0000e-005**	**2.1000e-004**	**0.0000**	**0.6679**	**0.6679**	**2.0000e-005**	**0.0000**	**0.6684**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1324**	**293.1324**	**0.0702**	**0.0000**	**294.8881**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	**0.4616**	**2.0027**	**3.9885**	**0.0152**	**1.2243**	**0.0121**	**1.2363**	**0.3278**	**0.0112**	**0.3390**	**0.0000**	**1,408.7952**	**1,408.7952**	**0.0530**	**0.0000**	**1,410.1208**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1321**	**293.1321**	**0.0702**	**0.0000**	**294.8877**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	**0.4616**	**2.0027**	**3.9885**	**0.0152**	**1.2243**	**0.0121**	**1.2363**	**0.3278**	**0.0112**	**0.3390**	**0.0000**	**1,408.7952**	**1,408.7952**	**0.0530**	**0.0000**	**1,410.1208**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2789**	**286.2789**	**0.0681**	**0.0000**	**287.9814**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	**0.4135**	**1.5218**	**3.5707**	**0.0144**	**1.1953**	**9.8700e-003**	**1.2051**	**0.3200**	**9.1400e-003**	**0.3292**	**0.0000**	**1,327.3369**	**1,327.3369**	**0.0462**	**0.0000**	**1,328.4916**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2785**	**286.2785**	**0.0681**	**0.0000**	**287.9811**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	**0.4135**	**1.5218**	**3.5707**	**0.0144**	**1.1953**	**9.8700e-003**	**1.2051**	**0.3200**	**9.1400e-003**	**0.3292**	**0.0000**	**1,327.3369**	**1,327.3369**	**0.0462**	**0.0000**	**1,328.4916**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	**3.7000e-004**	**2.7000e-004**	**3.1200e-003**	**1.0000e-005**	**1.0700e-003**	**1.0000e-005**	**1.0800e-003**	**2.8000e-004**	**1.0000e-005**	**2.9000e-004**	**0.0000**	**0.8963**	**0.8963**	**2.0000e-005**	**0.0000**	**0.8968**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	**3.7000e-004**	**2.7000e-004**	**3.1200e-003**	**1.0000e-005**	**1.0700e-003**	**1.0000e-005**	**1.0800e-003**	**2.8000e-004**	**1.0000e-005**	**2.9000e-004**	**0.0000**	**0.8963**	**0.8963**	**2.0000e-005**	**0.0000**	**0.8968**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	**5.9000e-004**	**4.1000e-004**	**4.9200e-003**	**2.0000e-005**	**1.8100e-003**	**1.0000e-005**	**1.8200e-003**	**4.8000e-004**	**1.0000e-005**	**4.9000e-004**	**0.0000**	**1.4697**	**1.4697**	**4.0000e-005**	**0.0000**	**1.4706**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	**5.9000e-004**	**4.1000e-004**	**4.9200e-003**	**2.0000e-005**	**1.8100e-003**	**1.0000e-005**	**1.8200e-003**	**4.8000e-004**	**1.0000e-005**	**4.9000e-004**	**0.0000**	**1.4697**	**1.4697**	**4.0000e-005**	**0.0000**	**1.4706**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	**0.0101**	**6.9900e-003**	**0.0835**	**2.8000e-004**	**0.0307**	**2.3000e-004**	**0.0309**	**8.1500e-003**	**2.2000e-004**	**8.3700e-003**	**0.0000**	**24.9407**	**24.9407**	**6.1000e-004**	**0.0000**	**24.9558**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	**0.0101**	**6.9900e-003**	**0.0835**	**2.8000e-004**	**0.0307**	**2.3000e-004**	**0.0309**	**8.1500e-003**	**2.2000e-004**	**8.3700e-003**	**0.0000**	**24.9407**	**24.9407**	**6.1000e-004**	**0.0000**	**24.9558**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

7.0 Water Detail

7.1 Mitigation Measures Water

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.7974	6,234.7974	1.9495	0.0000	6,283.5352
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.5674	15,251.5674	1.9503	0.0000	15,278.5288
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.5269	14,807.5269	1.0250	0.0000	14,833.1521
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.3989	2,361.3989	0.7177	0.0000	2,379.3421
Maximum	**237.1630**	**46.4588**	**49.5629**	**0.1517**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**15,251.5674**	**15,251.5674**	**1.9503**	**0.0000**	**15,278.5288**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.7974	6,234.7974	1.9495	0.0000	6,283.5352
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.5674	15,251.5674	1.9503	0.0000	15,278.5288
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.5269	14,807.5269	1.0250	0.0000	14,833.1520
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.3989	2,361.3989	0.7177	0.0000	2,379.3421
Maximum	**237.1630**	**46.4588**	**49.5629**	**0.1517**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**15,251.5674**	**15,251.5674**	**1.9503**	**0.0000**	**15,278.5288**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	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	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	**0.1916**	**4.1394**	**1.5644**	**0.0136**	**0.4346**	**0.0139**	**0.4485**	**0.1176**	**0.0133**	**0.1309**		**1,463.0568**	**1,463.0568**	**0.0927**		**1,465.3750**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	**0.1916**	**4.1394**	**1.5644**	**0.0136**	**0.4346**	**0.0139**	**0.4485**	**0.1176**	**0.0133**	**0.1309**		**1,463.0568**	**1,463.0568**	**0.0927**		**1,465.3750**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	**0.0772**	**0.0530**	**0.7250**	**2.0600e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**204.9786**	**204.9786**	**6.0400e-003**		**205.1296**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	**0.0772**	**0.0530**	**0.7250**	**2.0600e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**204.9786**	**204.9786**	**6.0400e-003**		**205.1296**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	**0.0857**	**0.0589**	**0.8056**	**2.2900e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**227.7540**	**227.7540**	**6.7100e-003**		**227.9217**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	**0.0857**	**0.0589**	**0.8056**	**2.2900e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**227.7540**	**227.7540**	**6.7100e-003**		**227.9217**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	**0.0803**	**0.0532**	**0.7432**	**2.2100e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**219.7425**	**219.7425**	**6.0600e-003**		**219.8941**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	**0.0803**	**0.0532**	**0.7432**	**2.2100e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**219.7425**	**219.7425**	**6.0600e-003**		**219.8941**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.6857	8,800.6857	0.2429		8,806.7582
Total	**3.6242**	**15.3350**	**33.1995**	**0.1247**	**9.8688**	**0.0949**	**9.9637**	**2.6381**	**0.0883**	**2.7263**		**12,697.2339**	**12,697.2339**	**0.4665**		**12,708.8966**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.6857	8,800.6857	0.2429		8,806.7582
Total	**3.6242**	**15.3350**	**33.1995**	**0.1247**	**9.8688**	**0.0949**	**9.9637**	**2.6381**	**0.0883**	**2.7263**		**12,697.2339**	**12,697.2339**	**0.4665**		**12,708.8966**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.4408	8,478.4408	0.2190		8,483.9160
Total	**3.3229**	**11.9468**	**30.5127**	**0.1203**	**9.8688**	**0.0797**	**9.9485**	**2.6381**	**0.0738**	**2.7118**		**12,252.3170**	**12,252.3170**	**0.4172**		**12,262.7460**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.4408	8,478.4408	0.2190		8,483.9160
Total	**3.3229**	**11.9468**	**30.5127**	**0.1203**	**9.8688**	**0.0797**	**9.9485**	**2.6381**	**0.0738**	**2.7118**		**12,252.3170**	**12,252.3170**	**0.4172**		**12,262.7460**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	**0.0566**	**0.0361**	**0.5133**	**1.5900e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**158.7723**	**158.7723**	**4.1000e-003**		**158.8748**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	**0.0566**	**0.0361**	**0.5133**	**1.5900e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**158.7723**	**158.7723**	**4.1000e-003**		**158.8748**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	**0.0535**	**0.0329**	**0.4785**	**1.5400e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**153.8517**	**153.8517**	**3.7600e-003**		**153.9458**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	**0.0535**	**0.0329**	**0.4785**	**1.5400e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**153.8517**	**153.8517**	**3.7600e-003**		**153.9458**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.0852	1,641.0852	0.0401		1,642.0886
Total	**0.5707**	**0.3513**	**5.1044**	**0.0165**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,641.0852**	**1,641.0852**	**0.0401**		**1,642.0886**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.0852	1,641.0852	0.0401		1,642.0886
Total	**0.5707**	**0.3513**	**5.1044**	**0.0165**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,641.0852**	**1,641.0852**	**0.0401**		**1,642.0886**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	**237.2328**	**46.4651**	**47.3319**	**0.1455**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**14,630.3099**	**14,630.3099**	**1.9499**	**0.0000**	**14,657.2663**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	**237.2328**	**46.4651**	**47.3319**	**0.1455**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**14,630.3099**	**14,630.3099**	**1.9499**	**0.0000**	**14,657.2663**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	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	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	**0.2019**	**4.1943**	**1.5706**	**0.0133**	**0.4346**	**0.0141**	**0.4487**	**0.1176**	**0.0135**	**0.1311**		**1,430.6932**	**1,430.6932**	**0.0955**		**1,433.0812**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	**0.2019**	**4.1943**	**1.5706**	**0.0133**	**0.4346**	**0.0141**	**0.4487**	**0.1176**	**0.0135**	**0.1311**		**1,430.6932**	**1,430.6932**	**0.0955**		**1,433.0812**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	**0.0858**	**0.0587**	**0.6629**	**1.9400e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**193.0052**	**193.0052**	**5.6800e-003**		**193.1472**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	**0.0858**	**0.0587**	**0.6629**	**1.9400e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**193.0052**	**193.0052**	**5.6800e-003**		**193.1472**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	**0.0954**	**0.0652**	**0.7365**	**2.1500e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**214.4502**	**214.4502**	**6.3100e-003**		**214.6080**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	**0.0954**	**0.0652**	**0.7365**	**2.1500e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**214.4502**	**214.4502**	**6.3100e-003**		**214.6080**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	**0.0896**	**0.0589**	**0.6784**	**2.0800e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**206.9139**	**206.9139**	**5.7000e-003**		**207.0563**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	**0.0896**	**0.0589**	**0.6784**	**2.0800e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**206.9139**	**206.9139**	**5.7000e-003**		**207.0563**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.9013	8,286.9013	0.2282		8,292.6058
Total	**4.0156**	**15.5266**	**30.9685**	**0.1186**	**9.8688**	**0.0957**	**9.9645**	**2.6381**	**0.0891**	**2.7271**		**12,075.9763**	**12,075.9763**	**0.4663**		**12,087.6341**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.9013	8,286.9013	0.2282		8,292.6058
Total	**4.0156**	**15.5266**	**30.9685**	**0.1186**	**9.8688**	**0.0957**	**9.9645**	**2.6381**	**0.0891**	**2.7271**		**12,075.9763**	**12,075.9763**	**0.4663**		**12,087.6341**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	**3.6978**	**12.1065**	**28.3496**	**0.1144**	**9.8688**	**0.0803**	**9.9491**	**2.6381**	**0.0743**	**2.7124**		**11,655.1325**	**11,655.1325**	**0.4151**		**11,665.5099**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	**3.6978**	**12.1065**	**28.3496**	**0.1144**	**9.8688**	**0.0803**	**9.9491**	**2.6381**	**0.0743**	**2.7124**		**11,655.1325**	**11,655.1325**	**0.4151**		**11,665.5099**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	**0.0633**	**0.0400**	**0.4677**	**1.5000e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**149.5081**	**149.5081**	**3.8500e-003**		**149.6043**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	**0.0633**	**0.0400**	**0.4677**	**1.5000e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**149.5081**	**149.5081**	**3.8500e-003**		**149.6043**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	**0.0601**	**0.0364**	**0.4354**	**1.4500e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**144.8706**	**144.8706**	**3.5300e-003**		**144.9587**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	**0.0601**	**0.0364**	**0.4354**	**1.4500e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**144.8706**	**144.8706**	**3.5300e-003**		**144.9587**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.2860	1,545.2860	0.0376		1,546.2262
Total	**0.6406**	**0.3886**	**4.6439**	**0.0155**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,545.2860**	**1,545.2860**	**0.0376**		**1,546.2262**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.2860	1,545.2860	0.0376		1,546.2262
Total	**0.6406**	**0.3886**	**4.6439**	**0.0155**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,545.2860**	**1,545.2860**	**0.0376**		**1,546.2262**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7654	210.7654	0.0600	0.0000	212.2661
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6554	1,418.6554	0.1215	0.0000	1,421.6925
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4412	1,342.4412	0.1115	0.0000	1,345.2291
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6355	44.6355	7.8300e-003	0.0000	44.8311
Maximum	**4.1592**	**4.0240**	**5.1546**	**0.0155**	**0.9509**	**0.1175**	**1.0683**	**0.2518**	**0.1103**	**0.3621**	**0.0000**	**1,418.6554**	**1,418.6554**	**0.1215**	**0.0000**	**1,421.6925**

2.1 Overall Construction

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7651	210.7651	0.0600	0.0000	212.2658
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6550	1,418.6550	0.1215	0.0000	1,421.6921
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4409	1,342.4409	0.1115	0.0000	1,345.2287
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6354	44.6354	7.8300e-003	0.0000	44.8311
Maximum	**4.1592**	**4.0240**	**5.1546**	**0.0155**	**0.9509**	**0.1175**	**1.0683**	**0.2518**	**0.1103**	**0.3621**	**0.0000**	**1,418.6550**	**1,418.6550**	**0.1215**	**0.0000**	**1,421.6921**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4091	1.4091
2	12-1-2021	2-28-2022	1.3329	1.3329
3	3-1-2022	5-31-2022	1.1499	1.1499
4	6-1-2022	8-31-2022	1.1457	1.1457
5	9-1-2022	11-30-2022	1.1415	1.1415
6	12-1-2022	2-28-2023	1.0278	1.0278
7	3-1-2023	5-31-2023	0.9868	0.9868
8	6-1-2023	8-31-2023	0.9831	0.9831

9	**9-1-2023**	**11-30-2023**	0.9798	0.9798
10	**12-1-2023**	**2-29-2024**	2.8757	2.8757
11	**3-1-2024**	**5-31-2024**	1.6188	1.6188
		Highest	2.8757	2.8757

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

3.0 Construction Detail

Construction Phase

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0012**	**51.0012**	**0.0144**	**0.0000**	**51.3601**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	**2.6500e-003**	**0.0639**	**0.0209**	**2.0000e-004**	**5.6200e-003**	**2.0000e-004**	**5.8200e-003**	**1.5300e-003**	**1.9000e-004**	**1.7200e-003**	**0.0000**	**18.9847**	**18.9847**	**1.2600e-003**	**0.0000**	**19.0161**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0011**	**51.0011**	**0.0144**	**0.0000**	**51.3600**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	**2.6500e-003**	**0.0639**	**0.0209**	**2.0000e-004**	**5.6200e-003**	**2.0000e-004**	**5.8200e-003**	**1.5300e-003**	**1.9000e-004**	**1.7200e-003**	**0.0000**	**18.9847**	**18.9847**	**1.2600e-003**	**0.0000**	**19.0161**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7061**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	**5.8000e-004**	**4.3000e-004**	**4.8700e-003**	**1.0000e-005**	**1.3400e-003**	**1.0000e-005**	**1.3500e-003**	**3.6000e-004**	**1.0000e-005**	**3.7000e-004**	**0.0000**	**1.2225**	**1.2225**	**4.0000e-005**	**0.0000**	**1.2234**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7060**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	**5.8000e-004**	**4.3000e-004**	**4.8700e-003**	**1.0000e-005**	**1.3400e-003**	**1.0000e-005**	**1.3500e-003**	**3.6000e-004**	**1.0000e-005**	**3.7000e-004**	**0.0000**	**1.2225**	**1.2225**	**4.0000e-005**	**0.0000**	**1.2234**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5405**	**103.5405**	**0.0335**	**0.0000**	**104.3776**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	**1.2200e-003**	**9.0000e-004**	**0.0103**	**3.0000e-005**	**2.8300e-003**	**2.0000e-005**	**2.8600e-003**	**7.5000e-004**	**2.0000e-005**	**7.8000e-004**	**0.0000**	**2.5808**	**2.5808**	**8.0000e-005**	**0.0000**	**2.5828**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5403**	**103.5403**	**0.0335**	**0.0000**	**104.3775**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	**1.2200e-003**	**9.0000e-004**	**0.0103**	**3.0000e-005**	**2.8300e-003**	**2.0000e-005**	**2.8600e-003**	**7.5000e-004**	**2.0000e-005**	**7.8000e-004**	**0.0000**	**2.5808**	**2.5808**	**8.0000e-005**	**0.0000**	**2.5828**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	**2.1000e-004**	**1.5000e-004**	**1.7400e-003**	**1.0000e-005**	**5.2000e-004**	**0.0000**	**5.3000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.4587**	**0.4587**	**1.0000e-005**	**0.0000**	**0.4590**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	**2.1000e-004**	**1.5000e-004**	**1.7400e-003**	**1.0000e-005**	**5.2000e-004**	**0.0000**	**5.3000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.4587**	**0.4587**	**1.0000e-005**	**0.0000**	**0.4590**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1324**	**293.1324**	**0.0702**	**0.0000**	**294.8881**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	**0.3578**	**1.9125**	**2.9812**	**0.0119**	**0.8696**	**9.4100e-003**	**0.8790**	**0.2336**	**8.7800e-003**	**0.2424**	**0.0000**	**1,105.9771**	**1,105.9771**	**0.0451**	**0.0000**	**1,107.1039**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1321**	**293.1321**	**0.0702**	**0.0000**	**294.8877**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	**0.3578**	**1.9125**	**2.9812**	**0.0119**	**0.8696**	**9.4100e-003**	**0.8790**	**0.2336**	**8.7800e-003**	**0.2424**	**0.0000**	**1,105.9771**	**1,105.9771**	**0.0451**	**0.0000**	**1,107.1039**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2789**	**286.2789**	**0.0681**	**0.0000**	**287.9814**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	**0.3177**	**1.4420**	**2.6646**	**0.0112**	**0.8490**	**7.3700e-003**	**0.8564**	**0.2281**	**6.8500e-003**	**0.2349**	**0.0000**	**1,042.5294**	**1,042.5294**	**0.0392**	**0.0000**	**1,043.5090**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2785**	**286.2785**	**0.0681**	**0.0000**	**287.9811**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	**0.3177**	**1.4420**	**2.6646**	**0.0112**	**0.8490**	**7.3700e-003**	**0.8564**	**0.2281**	**6.8500e-003**	**0.2349**	**0.0000**	**1,042.5294**	**1,042.5294**	**0.0392**	**0.0000**	**1,043.5090**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	**2.8000e-004**	**1.9000e-004**	**2.2300e-003**	**1.0000e-005**	**7.3000e-004**	**1.0000e-005**	**7.3000e-004**	**1.9000e-004**	**1.0000e-005**	**2.0000e-004**	**0.0000**	**0.6156**	**0.6156**	**2.0000e-005**	**0.0000**	**0.6160**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	**2.8000e-004**	**1.9000e-004**	**2.2300e-003**	**1.0000e-005**	**7.3000e-004**	**1.0000e-005**	**7.3000e-004**	**1.9000e-004**	**1.0000e-005**	**2.0000e-004**	**0.0000**	**0.6156**	**0.6156**	**2.0000e-005**	**0.0000**	**0.6160**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	**4.4000e-004**	**2.9000e-004**	**3.5100e-003**	**1.0000e-005**	**1.2300e-003**	**1.0000e-005**	**1.2400e-003**	**3.3000e-004**	**1.0000e-005**	**3.4000e-004**	**0.0000**	**1.0094**	**1.0094**	**3.0000e-005**	**0.0000**	**1.0100**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	**4.4000e-004**	**2.9000e-004**	**3.5100e-003**	**1.0000e-005**	**1.2300e-003**	**1.0000e-005**	**1.2400e-003**	**3.3000e-004**	**1.0000e-005**	**3.4000e-004**	**0.0000**	**1.0094**	**1.0094**	**3.0000e-005**	**0.0000**	**1.0100**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	**7.4800e-003**	**4.9300e-003**	**0.0596**	**1.9000e-004**	**0.0209**	**1.6000e-004**	**0.0211**	**5.5500e-003**	**1.5000e-004**	**5.7000e-003**	**0.0000**	**17.1287**	**17.1287**	**4.3000e-004**	**0.0000**	**17.1394**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	**7.4800e-003**	**4.9300e-003**	**0.0596**	**1.9000e-004**	**0.0209**	**1.6000e-004**	**0.0211**	**5.5500e-003**	**1.5000e-004**	**5.7000e-003**	**0.0000**	**17.1287**	**17.1287**	**4.3000e-004**	**0.0000**	**17.1394**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

7.0 Water Detail

7.1 Mitigation Measures Water

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.4166	6,163.4166	1.9475	0.0000	6,212.1039
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.4890	12,150.4890	0.9589	0.0000	12,174.4615
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.1808	2,313.1808	0.7166	0.0000	2,331.0956
Maximum	**237.0219**	**46.4415**	**40.8776**	**0.1240**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,493.4403**	**12,493.4403**	**1.9485**	**0.0000**	**12,518.5707**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.4166	6,163.4166	1.9475	0.0000	6,212.1039
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.4890	12,150.4890	0.9589	0.0000	12,174.4615
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.1808	2,313.1808	0.7166	0.0000	2,331.0955
Maximum	**237.0219**	**46.4415**	**40.8776**	**0.1240**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,493.4403**	**12,493.4403**	**1.9485**	**0.0000**	**12,518.5707**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	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	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	**0.1760**	**4.1265**	**1.3884**	**0.0131**	**0.3810**	**0.0135**	**0.3946**	**0.1034**	**0.0129**	**0.1163**		**1,409.5212**	**1,409.5212**	**0.0912**		**1,411.8015**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	**0.1760**	**4.1265**	**1.3884**	**0.0131**	**0.3810**	**0.0135**	**0.3946**	**0.1034**	**0.0129**	**0.1163**		**1,409.5212**	**1,409.5212**	**0.0912**		**1,411.8015**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	**0.0584**	**0.0375**	**0.5139**	**1.4100e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**140.7359**	**140.7359**	**4.2200e-003**		**140.8414**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	**0.0584**	**0.0375**	**0.5139**	**1.4100e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**140.7359**	**140.7359**	**4.2200e-003**		**140.8414**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	**0.0649**	**0.0417**	**0.5710**	**1.5700e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**156.3732**	**156.3732**	**4.6900e-003**		**156.4904**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	**0.0649**	**0.0417**	**0.5710**	**1.5700e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**156.3732**	**156.3732**	**4.6900e-003**		**156.4904**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	**0.0607**	**0.0376**	**0.5263**	**1.5100e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**150.8754**	**150.8754**	**4.2400e-003**		**150.9813**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	**0.0607**	**0.0376**	**0.5263**	**1.5100e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**150.8754**	**150.8754**	**4.2400e-003**		**150.9813**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.5585	6,042.5585	0.1697		6,046.8000
Total	**2.8378**	**14.7106**	**24.5142**	**0.0971**	**7.0087**	**0.0741**	**7.0828**	**1.8799**	**0.0691**	**1.9490**		**9,939.1067**	**9,939.1067**	**0.3933**		**9,948.9384**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.5585	6,042.5585	0.1697		6,046.8000
Total	**2.8378**	**14.7106**	**24.5142**	**0.0971**	**7.0087**	**0.0741**	**7.0828**	**1.8799**	**0.0691**	**1.9490**		**9,939.1067**	**9,939.1067**	**0.3933**		**9,948.9384**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.4028	5,821.4028	0.1529		5,825.2254
Total	**2.5807**	**11.3809**	**22.5017**	**0.0936**	**7.0088**	**0.0595**	**7.0682**	**1.8799**	**0.0552**	**1.9350**		**9,595.2790**	**9,595.2790**	**0.3511**		**9,604.0554**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.4028	5,821.4028	0.1529		5,825.2254
Total	**2.5807**	**11.3809**	**22.5017**	**0.0936**	**7.0088**	**0.0595**	**7.0682**	**1.8799**	**0.0552**	**1.9350**		**9,595.2790**	**9,595.2790**	**0.3511**		**9,604.0554**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	**0.0427**	**0.0255**	**0.3633**	**1.0900e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**109.0150**	**109.0150**	**2.8600e-003**		**109.0866**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	**0.0427**	**0.0255**	**0.3633**	**1.0900e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**109.0150**	**109.0150**	**2.8600e-003**		**109.0866**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	**0.0403**	**0.0233**	**0.3384**	**1.0600e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**105.6336**	**105.6336**	**2.6300e-003**		**105.6992**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	**0.0403**	**0.0233**	**0.3384**	**1.0600e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**105.6336**	**105.6336**	**2.6300e-003**		**105.6992**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	**0.4296**	**0.2481**	**3.6098**	**0.0113**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,126.7583**	**1,126.7583**	**0.0280**		**1,127.4583**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	**0.4296**	**0.2481**	**3.6098**	**0.0113**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,126.7583**	**1,126.7583**	**0.0280**		**1,127.4583**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	**237.0656**	**46.4460**	**39.6338**	**0.1195**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,035.3440**	**12,035.3440**	**1.9482**	**0.0000**	**12,060.6013**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	**237.0656**	**46.4460**	**39.6338**	**0.1195**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,035.3440**	**12,035.3440**	**1.9482**	**0.0000**	**12,060.6013**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**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**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	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	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	**0.1835**	**4.1800**	**1.4144**	**0.0128**	**0.3810**	**0.0137**	**0.3948**	**0.1034**	**0.0131**	**0.1165**		**1,380.3262**	**1,380.3262**	**0.0941**		**1,382.6791**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	**0.1835**	**4.1800**	**1.4144**	**0.0128**	**0.3810**	**0.0137**	**0.3948**	**0.1034**	**0.0131**	**0.1165**		**1,380.3262**	**1,380.3262**	**0.0941**		**1,382.6791**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	**0.0638**	**0.0415**	**0.4755**	**1.3300e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**132.5649**	**132.5649**	**3.9900e-003**		**132.6646**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	**0.0638**	**0.0415**	**0.4755**	**1.3300e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**132.5649**	**132.5649**	**3.9900e-003**		**132.6646**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	**0.0709**	**0.0462**	**0.5284**	**1.4800e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**147.2943**	**147.2943**	**4.4300e-003**		**147.4051**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	**0.0709**	**0.0462**	**0.5284**	**1.4800e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**147.2943**	**147.2943**	**4.4300e-003**		**147.4051**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	**0.0665**	**0.0416**	**0.4861**	**1.4300e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**142.1207**	**142.1207**	**4.0000e-003**		**142.2207**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	**0.0665**	**0.0416**	**0.4861**	**1.4300e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**142.1207**	**142.1207**	**4.0000e-003**		**142.2207**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.9354	5,691.9354	0.1602		5,695.9408
Total	**3.0904**	**14.8350**	**23.2704**	**0.0926**	**7.0087**	**0.0749**	**7.0836**	**1.8799**	**0.0699**	**1.9498**		**9,481.0104**	**9,481.0104**	**0.3984**		**9,490.9691**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.9354	5,691.9354	0.1602		5,695.9408
Total	**3.0904**	**14.8350**	**23.2704**	**0.0926**	**7.0087**	**0.0749**	**7.0836**	**1.8799**	**0.0699**	**1.9498**		**9,481.0104**	**9,481.0104**	**0.3984**		**9,490.9691**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	**2.8211**	**11.4799**	**21.2591**	**0.0893**	**7.0088**	**0.0601**	**7.0688**	**1.8799**	**0.0557**	**1.9356**		**9,155.1981**	**9,155.1981**	**0.3538**		**9,164.0437**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	**2.8211**	**11.4799**	**21.2591**	**0.0893**	**7.0088**	**0.0601**	**7.0688**	**1.8799**	**0.0557**	**1.9356**		**9,155.1981**	**9,155.1981**	**0.3538**		**9,164.0437**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	**0.0469**	**0.0282**	**0.3349**	**1.0300e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**102.6928**	**102.6928**	**2.7000e-003**		**102.7603**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	**0.0469**	**0.0282**	**0.3349**	**1.0300e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**102.6928**	**102.6928**	**2.7000e-003**		**102.7603**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	**0.0444**	**0.0257**	**0.3114**	**1.0000e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**99.5045**	**99.5045**	**2.4700e-003**		**99.5663**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	**0.0444**	**0.0257**	**0.3114**	**1.0000e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**99.5045**	**99.5045**	**2.4700e-003**		**99.5663**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	**0.4734**	**0.2743**	**3.3220**	**0.0107**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,061.3818**	**1,061.3818**	**0.0264**		**1,062.0410**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	**0.4734**	**0.2743**	**3.3220**	**0.0107**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,061.3818**	**1,061.3818**	**0.0264**		**1,062.0410**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,623
Amortized (MT CO2e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,024
Amortized (MT CO2e/year)	100.80
% Decrease in Construction-related GHG Emissions	***17%***

EXHIBIT B

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

SOIL WATER AIR PROTECTION ENTERPRISE
2656 29th Street, Suite 201
Santa Monica, California 90405
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Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Thesis on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years' experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from unconventional oil drilling operations, oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, and many other industrial and agricultural sources. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at dozens of sites and has testified as an expert witness on more than ten cases involving exposure to air contaminants from industrial sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P**., (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004.* New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality.* 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld. (**1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*.. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the United States District Court For The District of New Jersey
Duarte et al, *Plaintiffs,* vs. United States Metals Refining Company et. al. *Defendant.*
Case No.: 2:17-cv-01624-ES-SCM
Rosenfeld Deposition. 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk, *Plaintiffs,* vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" *Defendant.*
Case No.: 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition. 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No.: No. BC615636
Rosenfeld Deposition, 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No.: No. BC646857
Rosenfeld Deposition, 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiff vs. The 3M Company et al., Defendants
Case: No 1:16-cv-02531-RBJ
Rosenfeld Deposition, 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No 1923
Rosenfeld Deposition, 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintiffs vs. Chevron Corporation, et al., Defendants
Cause No C12-01481
Rosenfeld Deposition, 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition, 8-23-2017

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No.: LC102019 (c/w BC582154)
Rosenfeld Deposition, 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., *Plaintiffs,* vs. Meritor Inc., et al., *Defendants*
Case Number: 4:16-cv-52-DMB-JVM
Rosenfeld Deposition: July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No.: No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial, March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No.: RG14711115
Rosenfeld Deposition, September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No.: LALA002187
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Jerry Dovico, et al., Plaintiffs vs. Valley View Sine LLC, et al., Defendants
Law No,: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Doug Pauls, et al.,, et al., Plaintiffs vs. Richard Warren, et al., Defendants
Law No,: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action N0. 14-C-30000
Rosenfeld Deposition, June 2015

In The Third Judicial District County of Dona Ana, New Mexico
Betty Gonzalez, et al. Plaintiffs vs. Del Oro Dairy, Del Oro Real Estate LLC, Jerry Settles and Deward DeRuyter, Defendants
Rosenfeld Deposition: July 2015

In The Iowa District Court For Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No 4980
Rosenfeld Deposition: May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case Number CACE07030358 (26)
Rosenfeld Deposition: December 2014

In the United States District Court Western District of Oklahoma
Tommy McCarty, et al., Plaintiffs, v. Oklahoma City Landfill, LLC d/b/a Southeast Oklahoma City Landfill, et al. Defendants.
Case No. 5:12-cv-01152-C
Rosenfeld Deposition: July 2014

In the County Court of Dallas County Texas
Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant.*
Case Number cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial: April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., *Plaintiffs,* vs. Republic Services, Inc., et al., *Defendants*
Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition: October 2012

In the United States District Court of Southern District of Texas Galveston Division
Kyle Cannon, Eugene Donovan, Genaro Ramirez, Carol Sassler, and Harvey Walton, each Individually and on behalf of those similarly situated, *Plaintiffs,* vs. BP Products North America, Inc., *Defendant.*
Case 3:10-cv-00622
Rosenfeld Deposition: February 2012
Rosenfeld Trial: April 2013

In the Circuit Court of Baltimore County Maryland
Philip E. Cvach, II et al., *Plaintiffs* vs. Two Farms, Inc. d/b/a Royal Farms, Defendants
Case Number: 03-C-12-012487 OT
Rosenfeld Deposition: September 2013

EXHIBIT C

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Industrial Stormwater Compliance
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 25 years of experience in environmental policy, assessment and remediation. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) while also working with permit holders to improve hydrogeologic characterization and water quality monitoring.

Matt has worked closely with U.S. EPA legal counsel and the technical staff of several states in the application and enforcement of RCRA, Safe Drinking Water Act and Clean Water Act regulations. Matt has trained the technical staff in the States of California, Hawaii, Nevada, Arizona and the Territory of Guam in the conduct of investigations, groundwater fundamentals, and sampling techniques.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2014;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 100 environmental impact reports since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, Valley Fever, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at industrial facilities.
- Manager of a project to provide technical assistance to a community adjacent to a former Naval shipyard under a grant from the U.S. EPA.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.
- Expert witness on two cases involving MTBE litigation.
- Expert witness and litigation support on the impact of air toxins and hazards at a school.
- Expert witness in litigation at a former plywood plant.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.

- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt taught physical geology (lecture and lab and introductory geology at Golden West College in Huntington Beach, California from 2010 to 2014.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examination, 2009-2011.

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Tsai (TSAI-1)

Response to TSAI-1-1
The commenter provides introductory remarks. No response is required.

Response to TSAI-1-2
The commenter summarizes project details. No response is required.

Response to TSAI-1-3
The commenters describes their membership. No response is required.

Response to TSAI-1-4
The commenter provides introductory remarks. No response is required.

Response toTSAI-1-5
The commenter incorporates other comments submitted on the Draft IS/MND. No response is required.

Response to TSAI-1-6
The commenter requests notice for any upcoming hearing. The comment is noted. No further response is required.

Response to TSAI-1-7
The commenter requests that a local workforce be used to construct the proposed project. This comment is beyond the purview of CEQA, although the document acknowledges that the proposed project would provide employment opportunities for local residents and that the unemployment rate in the Stockton-Lodi Metropolitan Area would provide a substantial number of available workers for hire.

Response to TSAI-1-8
Refer to Response to TSAI-1-7.

Response to TSAI-1-9
Refer to Response to TSAI-1-7.

Response toTSAI-1-10
Refer to Response to TSAI-1-7.

Response to TSAI-1-11
Refer to response to TSAI-1-7.

Response to TSAI-1-12
Refer to Response to TSAI-1-7.

Response to TSAI-1-13
Refer to Response to TSAI-1-7.

Response to TSAI-1-14
The Draft IS/MND confirms that the proposed project would not result in any significant and unavoidable impacts; accordingly, preparation of an EIR including analysis of project alternatives is not warranted under CEQA.

Response toTSAI-1-15
Refer to Response to TSAI-1-14.

Response to TSAI-1-16
Refer to Response to TSAI-1-14.

Response to TSAI-1-17
Refer to Response to TSAI-1-14.

Response to TSAI-1-18
Refer to Response to TSAI-1-14.

Response to TSAI-1-19
Refer to Response to TSAI-1-14.

Response toTSAI-1-20
Refer to Response to TSAI-1-14.

Response to TSAI-1-21
Refer to Response to TSAI-1-14.

Response to TSAI-1-22
Refer to Response to TSAI-1-14.

Response to TSAI-1-23
The commenters asserts that the proposed project would have a cumulatively significant air quality impact on disadvantaged communities located within the project vicinity. The Draft IS/MND demonstrates that the proposed project would not have any significant impacts. See Response to BLUM-1-7 related to project impacts to nearby disadvantaged communities.

Response to TSAI-1-24
The commenter provides background information on SB 535, identification of disadvantaged communities. The commenter states that the proposed project is near disadvantaged communities. The comment does not raise any specific environmental issue in the Draft IS/MND. No response is needed.

Response toTSAI-1-25
The commenter states that the City should ensure that the proposed project would not have an adverse impact on nearby disadvantaged communities. The proposed project's impact on nearby sensitive receptors, which are disadvantaged communities, is appropriately analyzed and disclosed in the Draft IS/MND. See Response to BLUM-1-8.

Response to TSAI-1-26
SB 1000 directs cities and counties to incorporate environmental justice into the General Plan update process when two or more elements are being updated. SB 1000 does not apply to the preparation of an IS/MND when the current General Plan does not contain an Environmental Justice Element and no policies have been adopted to direct the analysis of potential impacts.

Of relevance here, neither the ARB nor the Valley Air District has recommended significance thresholds be adjusted for environmental justice considerations, and thus neither entity recommends the evaluation of the same as part of the CEQA process. The conclusions of the MND confirm that the proposed project would not result in any significant unavoidable impacts to any local community or the public at large.

Response to TSAI-1-27
The commenter asserts that the City should prepare an HRA that includes all potential operational health risks from project-related diesel particulate matter (diesel PM) emission sources, including, but not limited to, backup generators, on-site diesel-powered equipment, locomotives, and heavy-duty trucks. The proposed project's operation health risk impacts are appropriately analyzed and disclosed in the Draft IS/MND. See Response to BLUM-1-82 through BLUM-1-86. No further analysis is needed.

Response to TSAI-1-28
The commenter states that the HRA should evaluate whether the proposed project's operation, considered together with past, present and reasonably foreseeable future projects, would cause a cumulative cancer risk impact on neighboring communities, and therefore include all air pollution reduction measures listed in Attachment A of the ARB letter.

As stated, the proposed project's operational health risk impacts are appropriately analyzed and disclosed in the Draft IS/MND. See Response to BLUM1-82 through BLUM-1-86. No further analysis or response is needed.

Response to TSAI-1-29
The commenter states that "if the project will be used for cold storage, the City should model air pollutant emissions from on-site TRUs."

The proposed project does not include cold storage. MM GHG-1e expressly limits the project use to dry storage only. As previously stated, the proposed project's health risk impacts are appropriately analyzed and disclosed in the Draft IS/MND within the HRA, which was conducted according to the latest OEHHA guidance and takes into account the proposed project's attributes. See Response to BLUM-1-82 through BLUM-1-86. No further analysis or response is needed.

Response to TSAI-1-30
The commenter states that if TRUs will not be utilized then the City should ensure that any future use of TRUs will be prevented by use of restrictive covenant as a part of the conditions of approval. As previously stated, the proposed project's health risk impacts are appropriately analyzed and disclosed in the Draft IS/MND within the HRA, which was conducted according to the latest OEHHA guidance and includes the use of the HARP2 model. See Response to BLUM-1-82 through BLUM-1-86, and Response to TSAI-1-29. No further analysis or response is needed.

Response to TSAI-1-31
The commenter asserts that the proposed project's HRA should also include health risks associated with construction diesel particulate matter emissions and should follow OEHHA guidance and utilize the HARP2 model when calculating potential health risks. As demonstrated in Section 2.3, Air Quality, Impact c) (page 44 to 49) of the Draft IS/MND, the proposed project's construction health risk impacts to nearby sensitive receptors were appropriately analyzed and disclosed. The proposed project's construction health risk impacts would be less than significant. Therefore, no further analysis or response is needed.

Response to TSAI-1-32
The commenter states that the City must address, study and mitigate the proposed project's reasonably foreseeable air quality impacts, including the localized air pollutant exposure at the neighborhood level, as well as the proposed project's regional air quality impacts, through a revised HRA.

As previously stated, the Draft IS/MND properly addressed and studied the proposed project's reasonably foreseeable air quality impacts according to guidance and recommendations set forth by the Valley Air District, including for localized air pollutant exposures at the neighborhood level. The analysis in the Draft IS/MND includes an HRA which was conducted pursuant to the most current OEHHA guidance. No further response or analysis is needed.

Response to TSAI-1-33
The commenter summarizes CEQA requirements and case laws related to mitigation measures and deferral of mitigation. This comment does not raise any project-specific environmental issues, no response is needed.

Response to TSAI-1-34
The commenter asserts that MM AQ-4b is deferred mitigation because it lacks necessary enforcement mechanisms to ensure the assessment is performed and available to the public prior to project approval. The City disagrees. General Plan MM AQ-4b requires the applicant to comply with Valley Air District Rule 9510 which requires air impact assessment and fee payment (if necessary) based on Valley Air District Indirect Source Review thresholds. These thresholds are distinct from the air emission thresholds set forth by the Valley Air District for the purpose of CEQA analysis. The proposed project's emissions are appropriately compared to the Valley Air District CEQA thresholds as shown in Section 2.3 Air Quality of the Draft IS/MND. The proposed project would not exceed any emission thresholds as shown in Tables 1 through 5 in the Draft IS/MND. Therefore, although General Plan MM AQ-4b (compliance with Valley Air District Rule 9510) is applicable to the proposed project because it applies to all development projects subject to CEQA, it is not needed to reduce an air quality impact. See *Oakland Heritage Alliance v. City of Oakland* (2011) 195 CA4th 884, 906 ("a condition requiring compliance with regulations is a common and reasonable mitigation measure and may be proper where it is reasonable to expect compliance.")

Furthermore, in accordance with MM AQ-4b, the applicant has assessed the proposed project and submitted the Indirect Source Review application package to the Valley Air District in accordance with Rule 9510. On December 20, 2024, the Valley Air District approved the application package and

deemed that no additional fees or mitigation is needed. Thus, the requirements in MM AQ-4b have been met.

No further analysis is necessary.

Response to TSAI-1-35
The commenter states that "As the currently air quality mitigations are speculative in nature, there is a fair argument that there will be a significant air quality impact requiring the preparation of an EIR." As demonstrated above, the proposed project's environmental impacts have been appropriately analyzed and disclosed. The proposed project would not result in any significant impact that would not be reduced by implementation of mitigation measures. Therefore, no additional analysis or preparation of EIR is necessary.

Response to TSAI-1-36
Section 2.4, Biological Resources, of the Draft IS/MND includes a comprehensive analysis of potential impacts and also identifies MM BIO 1 through MM BIO-6 to ensure that impacts are avoided or minimized to the greatest extent possible

Response to TSAI-1-37
Refer to Response to TSA- 1-36.

Response to TSAI-1-38
As stated in Section 2.4 Biological Resources, of the Draft IS/MND, the SJCOG offers compensatory mitigation for loss of Valley Oak Woodland and Forest through the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) permitting process. Potential impacts to valley oak woodland are typically addressed through the payment of fees or purchase of banking credits prior to or at the time of issuance of building permits. Per communication with the SJCOG in April 2022, no permanent setback is required to avoid impacts on the riparian corridor. The proposed project would implement all water quality protection measures imposed by the SJCOG and the RWQCB, and therefore any potential indirect impacts on aquatic special-status species would be reduced to less than significant.

Response to TSAI-1-39
Refer to Response to TSAI-1-36 and TSAI-1-38.

Response to TSAI-1-40
The comment in opposition to the proposed project is noted and will be forwarded to the decision-makers for their consideration.

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South McKinley Avenue East Industrial Project

Mitigation Monitoring and Reporting Program

FCS
An ADEC Innovation

Mitigation Monitoring and Reporting Program for the South McKinley Avenue East Industrial Project Initial Study/Mitigated Negative Declaration City of Stockton, San Joaquin County, California

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Prepared by:
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Contact: Mary Bean, Project Director
Elizabeth Johnson, Senior Project Manager

Report Date: October 24, 2024

PREFACE

Section 21081.6 of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15097 require a Lead Agency to adopt a Mitigation Monitoring and Reporting Program (MMRP) whenever it adopts a Mitigated Negative Declaration (MND) in conjunction with a project approval. The purpose of the MMRP is to ensure compliance with the mitigation measures during project implementation.

The Draft IS/MND prepared for the proposed South McKinley Avenue East Industrial Project (proposed project) concluded that project implementation could result in potentially significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval that reduce these potential impacts to a less than significant level. This MMRP documents how and when the mitigation measures adopted by the Lead Agency will be implemented and confirms that potential environmental impacts are reduced to less than significant levels as identified in the Draft IS/MND.

This document does not discuss those subjects that the environmental analysis demonstrates would result in less than significant impacts and for which no mitigation was proposed or necessary.

Table 1: South McKinley Avenue East Industrial Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
2.3 Air Quality					
MM AQ-4b: Prior to discretionary approval, applicants for development projects that are subject to the California Environmental Quality Act (CEQA) shall assess their projects to the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Rule 9510 Applicability Thresholds as follows: • 50 residential units; • 2,000 square feet of commercial space; • 25,000 square feet of light industrial space; • 100,000 square feet of heavy industrial space; • 20,000 square feet of medical office space; • 39,000 square feet of general office space; • 9,000 square feet of education space; • 10,000 square feet of government space; • 20,000 square feet of recreational space; or • 9,000 square feet of space not identified above. Applicants for development projects subject to CEQA that do not meet the SJVAPCD Rule 9510 Applicability Thresholds shall assess whether project-related construction and operational emissions exceed the SJVAPCD 100 pounds per day ambient air quality screening threshold. Applicants for development projects that exceed this ambient air quality screening threshold shall prepare or have prepared an ambient air quality analysis, consistent with the SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), to assess whether the subject development project would cause or contribute to a violation of any California Ambient Air Quality Standard or National Ambient Air Quality Standard. The ambient air quality analysis shall identify measures to reduce impacts, as necessary.	Incorporation of air quality analysis recommendations into all construction management and design plans; submission to City.	Prior to discretionary approval.	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Recommended measures may include those identified in MM AQ-2 and MM AQ-3. The related recommendations of the ambient air quality analysis shall be incorporated into all construction management and design plans and shall be submitted to the City and verified by the City's Planning and Engineering Division.					
2.4 Biological Resources					
MM BIO-1: Prior to any disturbance activities (including vegetation removal and grading), the applicant shall obtain a San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) permit from San Joaquin Council of Governments (SJCOG) to mitigate for impacts to SJMSCP-covered species and their habitats. The applicant shall implement all requirements and conditions stated in the SJMSCP permit. Coverage involves compensation for habitat impacts on covered species through implementation of Incidental Take Minimization Measures (ITMMs) and payment of fees for conversion of lands that may provide habitat for covered species.	Provide proof of implementation of all requirements and conditions.	Prior to any disturbance activities.	City of Stockton.		
MM BIO-2a: Avoidance and Minimization of Indirect Temporary Impacts to Water Quality and Riparian Habitat • The project applicant shall obtain a Construction General Permit from the Regional Water Quality Control Board (RWQCB). The applicant shall ensure that the project Civil Engineer prepares all required stormwater planning documents consistent with the requirements of the RWQCB (e.g., a Storm Water Pollution Prevention Plan [SWPPP] that complies with current National Pollutant Discharge Elimination System [NPDES]; Best Management Practices [BMPs] to control the pollutants in stormwater runoff, and/or a Storm Water Management Plan [SWMP]) shall be developed and integrated into the project plan.	Review construction plans.	During construction activities.	City of Stockton		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
MM BIO-2b: No Work Within the Riparian Corridor and Creek Bed or Banks • No work (including vegetation removal) shall take place within the riparian corridor of French Camp Slough unless specifically permitted by the California Department of Fish and Wildlife (CDFW) or Regional Water Quality Control Board (RWQCB). • Prior to construction the applicant shall install silt fencing including the placement of straw wattles between all construction areas and the riparian corridor to avoid impacts to water quality by grading and construction. A qualified Biologist shall be on-site to monitor the installation of fencing. Fencing shall be in place and regularly maintained during project implementation.	Review construction plans.	During construction activities.	City of Stockton.		
MM BIO-2c: Avoidance and Minimization of Indirect Permanent Impacts to Water Quality and Riparian Habitat • The applicant shall install post-construction stormwater management measures and establish a long-term maintenance plan. This requirement is intended to ensure that the post-construction conditions at the project site do not cause or contribute to direct or indirect water quality impacts (i.e., pollution and/or hydromodification) upstream and downstream. Specifically, the discharger shall demonstrate compliance with the post-construction standards set forth in the General Permit. The discharger is responsible for all compliance issues including all annual fees until the Notice of Termination (NOT) has been filed and approved by the local Regional Water Quality Control Board (RWQCB). • The applicant shall establish permanent fencing to keep trash and other debris from moving off-site into the aquatic or riparian habitats of French Camp Slough.	Review construction plans.	During construction activities.	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
MM BIO-3: Protection of Active Bird Nests (includes pre-construction survey and implementation of avoidance buffer, if found). • Removal of trees shall be limited to only those necessary to construct the proposed project as reflected in the relevant project approval documents. • If the proposed project requires trees to be removed during the nesting season, pre-construction surveys shall be conducted no more than 10 days prior to the start of ground or vegetation disturbance (including tree removal) to determine whether or not active nests are present. • If an active nest is located during pre-construction surveys, a qualified Biologist shall determine an appropriately sized avoidance buffer based on the species and anticipated disturbance level. (The California Department of Fish and Wildlife [CDFW] recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors.) A qualified Biologist shall delineate the avoidance buffer using Environmentally Sensitive Area fencing, pin flags, and/or yellow caution tape. The buffer zone shall be maintained around the active nest site(s) until the young have fledged and are foraging independently. No construction activities or construction foot traffic is allowed to occur within the avoidance buffer(s). • The qualified Biologist shall monitor the active nest during construction activities to prevent any potential impacts that may result from the construction of the proposed project, until the young have fledged.	Conduct pre-construction surveys; if active nest is located, implement appropriate buffer; retain qualified biologist.	During construction activities.	City of Stockton.		
MM BIO-4: Roosting Bat Pre-construction Survey and Avoidance Prior to the start of construction (e.g., prior to any earthmoving or ground-disturbing activity), a qualified	Conduct pre-construction surveys; if roosting bats are located, implement	Prior to the start of construction, no more than 14 days	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Biologist with relevant roosting bat experience shall conduct a survey for special-status bats during the appropriate time of day to maximize detectability to determine whether bat species are roosting near the work area no less than 7 days and no more than 14 days prior to beginning ground disturbance and/or construction. Survey methodology may include visual surveys of bats (e.g., observation of bats during foraging period), inspection for suitable habitat, bat sign (e.g., guano), or use of ultrasonic detectors (Anabat, etc.). Visual surveys will include trees within 500 feet of project construction activities. Not more than 2 weeks prior to building demolition, the project applicant shall ensure that a qualified Biologist (i.e., one familiar with the identification of bats and signs of bats) survey buildings proposed for demolition for the presence of roosting bats or evidence of bats. If no roosting bats or evidence of bats are found in the structure, demolition may proceed. If the Biologist determines or presumes bats are present, the Biologist shall exclude the bats from suitable spaces by installing one-way exclusion devices. After the bats vacate the space, the Biologist shall close off the space to prevent recolonization. Building demolition shall only commence after the Biologist verifies 7 to 10 days later that the exclusion methods have successfully prevented bats from returning. To avoid impacts on young non-volant (i.e., non-flying) bats, the Biologist shall only conduct bat exclusion and eviction from May 1 through October 1. Exclusion efforts may be restricted during periods of sensitive activity (e.g., during hibernation or while females in maternity colonies are nursing young) as determined by the Biologist.	appropriate buffer; retain qualified biologist.	prior to beginning ground disturbance.			
MM BIO-5: The project applicant shall implement GP NCR-2.18 Minimize Lighting Impacts for the portion of the project site that is visible from the riparian corridor of French Camp	Review construction plans.	During construction activities.	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Slough. The applicant shall ensure that lighting associated with new development or facilities (including street lighting, recreational facilities, and parking) shall be designed to prevent artificial lighting from illuminating adjacent natural areas at a level greater than 1 foot-candle above ambient conditions.					
MM BIO-6: The applicant shall prepare and submit a tree report to the City of Stockton. The tree report shall include the location, species, and diameter at 24 inches above grade (for multi-trunked trees the combined total trunk diameter shall be used for all trunks measuring 6 inches or greater measured at 24 inches above actual grade). The tree report shall list the number of ordinance-size trees proposed to be removed. For ordinance-size trees to be removed, the applicant shall obtain a tree removal permit from the City of Stockton. If ordinance-size valley oaks are proposed to be removed, then mitigation for loss of these valley oaks can be covered through valley oak woodland mitigation as required by the San Joaquin Council of Governments (SJCOG) and defined in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJCMSCP) permit to be obtained by the applicant.	Verify submission of tree report.	Prior to issuance of Grading Permit	City of Stockton.		
2.5 Cultural Resources and Tribal Cultural Resources					
MM CUL-1: An Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology shall provide full-time archaeological monitoring both on-site and off-site for the new sewer line connection in South McKinley Avenue, for all ground disturbance, including, but not limited to, grubbing, clearing, grading, and trenching into previously undisturbed soils. It is always possible that ground-disturbing activities during construction may uncover previously unknown, buried	Retain qualified Archeologist; if cultural resources are discovered, adhere to Archeologist's recommendations.	During all ground disturbance activities.	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
cultural resources. In the event that buried cultural resources are discovered during construction, operations shall stop in the immediate vicinity of the find and a qualified Archaeologist shall be consulted to determine whether the resource requires further study. The qualified Archaeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Potentially significant cultural resources consist of but are not limited to stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. Any previously undiscovered resources found during construction within the project area shall be recorded on appropriate California Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA criteria. If the resources are determined to be unique historic resources as defined under Section 15064.5 of the CEQA Guidelines, mitigation measures shall be identified by the Archaeological Monitor and recommended to the Lead Agency. Appropriate mitigation measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds. No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.					

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
MM CUL-2: In the event of an accidental discovery or recognition of any human remains, Public Resources Code Section 5097.98 must be followed. For purposes of this project, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken: 1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine whether the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The Most Likely Descendant (MLD) may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resources Section 5097.98, or 2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project site in a location not subject to further subsurface disturbance: • The NAHC is unable to identify a MLD or the MLD failed to make a recommendation within 48 hours after being notified by the commission. • The descendant identified fails to make a recommendation.	Retain qualified Archeologist during all earthmoving activities; in the event of the discovery of human remains, contact NAHC and the County Coroner and halt all excavation on-site or nearby.	During construction activities.	City of Stockston, NAHC.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
• The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC fails to provide measures acceptable to the landowner.					
2.7 Geology and Soils					
MM GEO-1: The proposed project shall adhere to the site preparation, grading, foundation support, earthwork, and other recommendations of the Geotechnical Exploration for the project site prepared by ENGEO Incorporated on June 20, 2022.	Verify incorporation of recommendations in Geotechnical Exploration into project plans.	Prior to any ground disturbance activities.	City of Stockton.		
MM GEO-2: All construction-related earth-disturbing activities that would impact previously undisturbed sediments on the project site shall be monitored closely by a qualified Paleontologist to recover any fossil remains discovered quickly and professionally while not impeding development. Should any significant paleontological resources (e.g., bones, teeth,) be unearthed, all construction activities shall be diverted at least 15 feet from the find until a professional Paleontologist has assessed it and, if deemed significant, salvaged the fossil(s) in a timely manner. Collected fossils shall be deposited in an appropriate repository, such as the University of California Museum of Paleontology (UCMP), where they would be properly curated and made available for future research.	Retain qualified Paleontologist; in the event of the discovery of significant paleontological remains, divert construction activities by at least 15 feet.	During any ground disturbance activities.	City of Stockton.		
2.8 Greenhouse Gas Emissions					
MM GHG-1a: All buildings shall be designed to provide infrastructure to support use of electric-powered forklifts and/or other interior vehicles.	Verify construction plans.	Prior to start of construction activities.	City of Stockton.		
MM GHG-1b: Only electric-powered off-road equipment (e.g., forklifts, indoor material handling equipment, etc.) shall be utilized on-site for daily warehouse and business	Verify construction plans.	During project operation.	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
operations. The project developer/facility owner shall disclose this requirement to all tenants/business entities prior to the signing of any lease agreement. In addition, the limitation to use only electric-powered off-road equipment shall be included in all leasing agreements.					
MM GHG-1c: All landscaping equipment used at the facility shall be electric or battery powered. The design of the building should provide for outlets on the outside of buildings or in other accessible areas to facilitate the use of electrically powered landscape equipment.	Verify construction plans.	During project operation.	City of Stockton.		
MM GHG-1d: All buildings shall be designed to facilitate future retrofit of all current natural gas systems and appliances to electric replacements.	Verify construction plans.	Prior to start of construction activities.	City of Stockton.		
MM GHG-1e: The warehouse use will be limited to dry storage.	Verify construction plans.	During project operation.	City of Stockton.		
MM GHG-1f: Prior to the issuance of a building permit, the Community Development Department, Planning Division shall confirm that the Project is designed to include the following: The buildings' electrical room shall be sufficiently sized to hold additional panels that may be needed to supply power for the future installation of electric vehicle (EV) truck charging stations on the site. Conduit should be installed from the electrical room to tractor trailer parking spaces in a logical location(s) on the site determined by the project applicant during construction document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology **becomes commercially available and the buildings are being served by trucks with electric-powered engines.**	Verify construction plans.	Prior to issuance of a building permit.	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
2.9 Hazards and Hazardous Materials					
MM HAZ-1: Prior to project approval, the project applicant shall contract a qualified firm to complete a Phase II Environmental Site Assessment (Phase II ESA) at the project site. The Phase II ESA shall further investigate the debris pile on-site through soil sampling. The project applicant shall implement all measures recommended by the Phase II ESA prior to issuance of grading permits.	Verify completion of a Phase II ESA and incorporation of all recommended measures; review construction plans.	Prior to project approval.	City of Stockton.		
2.17 Transportation					
MM TRANS-1: Transportation Demand Management The project shall implement the following Transportation Demand Management (TDM) strategies as detailed in the Transportation Impact Analysis (TIA): 1. Pedestrian Network Improvements. Provide a safe and accessible pedestrian network that links the project site to other areas. The proposed project would provide design elements that enhance walkability and connectivity, including low-speed internal roadways. The proposed project will also close the City's sidewalk gap and provide a connection to the City's existing sidewalk network. 2. Electric Vehicle Parking and Neighborhood Electric Vehicle (NEV) Network The project will provide NEV parking, charging facilities, striping, and signage. 3. Commuter Trip Reduction Program The proposed project would implement a Commuter Trip Reduction (CTR) program. The following strategies would be implemented as part of the program: a. Implement a Commuter Trip Reduction Program i. TDM Coordinator: This person would be responsible for implementing and managing the proposed project's TDM plan,	Verify implementation of all TDM strategies; review construction plans.	Prior to start of construction activities.	City of Stockton.		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
ensure all employees are aware of all available transportation options, and serve as the point of contact for all employees to answer any TDM-related questions. The following services would be provided by the TDM Coordinator: • Provide information packets to all new employees. • Set up and maintain an on-site and/or online TDM board/kiosk with information on non-auto transportation alternatives and promotional programs. • Provide trip planning assistance to employees considering an alternative mode, including carpool/vanpool ride-matching and bicycle buddy matching services. • The appointed Transportation Coordinator would provide transportation information packets to all new residents and employees upon move-in. The packets would include local and regional bikeway maps, bicycling resources, local and regional transit maps, locations of nearest transit stops, local and regional transit schedules of adjacent routes, trip planning resources, ride-matching/sharing programs, and contact information for the Transportation Coordinator. The new tenant information packets would also be made available to employees via the on-site and/or online TDM board. ii. TDM Marketing/TDM board The TDM Coordinator will maintain an on-site TDM board with information on transportation alternatives. The information provided should contain information on: • Local and regional transit routes					

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
• Ride-matching services and any available discount/incentive programs • Trip planning resources in San Joaquin County and the City of Stockton • Safety tips for cyclists and pedestrians To be effective, the coordinator will need to update the board with up-to-date information, commuter alerts, and new proposed TDM measures or incentives. Along with this board, the TDM Coordinator will also need to continuously promote TDM measures through marketing. Marketing can be accomplished through the following measures: - Yearly survey of employees on their modes of transportation to work - Marketing campaigns/events to encourage alternative travel modes - Produce courses/guides that promote the benefits of alternative transportation iii. Ride Sharing/Carpooling TDM Coordinator would set up a ride sharing/carpooling program that can increase vehicle occupancy and reduces the number of vehicles driving the same trip, resulting in decreased TDM. To encourage carpooling, the proposed project would provide a designated on-site passenger loading space and provide an on-site and/or online message board for coordinating rides. The coordinator would also provide information on the Van Go! Rideshare service as part of the TDM Board and the new employee guide. This service can be used throughout San Joaquin County and is booked through an online website or mobile application. Up to three people in the group can use this service with					

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
the first 5 miles driven costs $4 per person. Any additional miles after those first five miles using the service cost $0.50 per person. iv. Alternative Work Schedule Program TDM Coordinator would setup an alternative work schedules program that can help reduce peak-period commute and accommodate ride sharing. Alternative work schedules include: • Flextime: Employees can work within a given time period rather than a rigid schedule. For example, a company typically working from 8:00 to 4:30 can have some employees work from 7:30 to 4:00 and others from 9:00 to 5:30. • Compressed Work Week: Employees work longer but fewer days. They can do a 4/40 schedule (four 10-hour work weeks), or a 9/80 schedule (9-hour work days and a day off every two weeks). a. Price Parking Program A Price Parking Program is meant to charge employees for parking at the work site instead of providing free parking. By charging for parking, employees will be encouraged to find alternative modes of transportation to work. The revenue received by the price parking program would be used to fund parts of the CTR program. The parking program would charge daily parking instead of monthly parking to increase parking prices and decrease accessibility of employees paying parking. Employees would pay through an electronic pay box. Guests and employees who only drive occasionally would					

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
pay through the TDM Coordinator at the front office/counter. b. Freight Transport Management A Freight Transport Management Program would be implemented to mitigate truck traffic and would be coordinated by a Logistics Manager. This manager can improve fright transportation efficiency with the following measures: • Improve scheduling and routing to reduce freight vehicle mileage and empty backhauls. • The Logistics Manager can schedule freight deliveries making sure that they deliver as much shipment as possible. This will reduce the number of freight trips with half hauls or trips with empty backhauls. • Organize regional delivery systems so fewer vehicle trips are needed to distribute goods. • The Logistics Manager can contact regional warehouses to allow sharing of resources and freight consolidation. If two warehouses within the same area are delivering similar products, they can coordinate and share a single truck instead of using two trucks for the delivery. • Implement weight distance charges. • A special impact fee would be charged to freight based on the number of miles traveled. • Change freight delivery times to reduce congestion.					

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
• The Logistics Manager would schedule more truck deliveries between the off-peak hours instead of peak hours.					
MM TRANS-2: The proposed project shall only allow trucks to exit and not enter from the southernmost project driveway in order to prevent collisions.	Verify construction plans.	During project operation.	City of Stockton.		

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE RELATED TO THE "ZONING MAP," IN SECTION 16.16.030 OF THE STOCKTON MUNICIPAL CODE, TO PREZONE AND ZONE PROPERTIES TO INDUSTRIAL, LIMITED (IL) LOCATED AT 6505 SOUTH MCKINLEY AVENUE (APN 193-020-34) (APPLICATION NO. P23-0125)

On November 19, 2023, the applicant, Anil Yadav, applied for all of the required entitlements, including a request to Prezone Assessor's Parcel Number APN 193-020-34 to Industrial, Limited (IL) Zone, for the purposes of future industrial development, including a warehouse building. The legal parcel is approximately 7.88 acres and is currently located in the unincorporated area of San Joaquin County but in the City's sphere of influence (the Project); and

On April 10, 2025, the Planning Commission conducted a public hearing on the Project application, in compliance with SMC Section 16.88.040, at which point all persons wishing to be heard were provided such opportunity, and the Planning Commission voted 6-0 in support of the Project; and

On May 15, 2025, a public notice for the subject application was published in the local newspaper in accordance with the Stockton Municipal Code (SMC) Section 16.88.030; and

At the June 3, 2025, City Council hearing, the public hearing was continued to the July 15, 2025, City Council hearing; and

On July 15, 2025, the City Council conducted a public hearing on the Project application, in compliance with SMC Section 16.88.040, at which point all persons wishing to be heard were provided such opportunity; now, therefore,

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

SECTION I. FINDINGS AND INTENT

The City Council of the City of Stockton finds, pursuant to SMC Section 16.116.050(B), that:

A. The proposed Prezone action ensures and maintains internal consistency with the general land uses, objectives, policies, programs, and actions of all elements of the General Plan on balance. The 2040 General Plan Land Use Map designates the subject site Industrial. Pursuant to Table 2-1 (General Plan Relationship to Development Code) of the General Plan, the IL Zone is compatible with the General Plan Land Use Map designation of Industrial.

B. The proposed Prezone action would not create any inconsistencies with SMC Title 16 (Development Code) since it pertains to the Zoning Map only. The text of Title 16 (Development Code) would remain unchanged under this action.

C. The proposed Prezone action would further the following General Plan policies:

i. Goal LU-4: Attract and retain companies that offer high-quality jobs with wages that are competitive with the region and state.

ii. Policy LU-4.2: Attract employment- and tax-generating businesses that support the economic diversity of the city.

iii. Policy LU-6.2: Prioritize development and redevelopment of vacant, underutilized, and blighted infill areas.

D. The proposed Prezone action will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City because the IL Zone designation will, as noted above, be compatible with General Plan Land Use Map designation applicable to the site.

E. The proposed Prezone action complies with the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines, because a Mitigated Negative Declaration (MND) has been prepared and the analysis included therein demonstrates where feasible, application of mitigation measures that would reduce the impacts to a level of less than significant, from the Project, including the Prezone action.

F. Based on the information included in the accompanying MND, the subject site would be physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation and anticipated land use development.

SECTION II. PREZONING AND ZONING CLASSIFICATION

G. That the Zoning Map, attached as Exhibit 1, particularly referred to in SMC Section 16.16.030, and by reference made a part hereof, said Code is hereby amended to provide an Industrial, Limited (IL) Zone designation for Assessor's Parcel Number 193-020-34 immediately.

SECTION III. SEVERABILITY

If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof had been deleted.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

_____
KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

POR. SECS. 12 & 13, C. M. WEBER GRANT

THIS MAP IS FOR ASSESSMENT USE ONLY

EXHIBIT 1

193–02

1707

SAN JOAQUIN COUNTY CALIFORNIA ASSESSOR

1" = 600'

DISCLAIMER
The sole purpose of this document is for the assessment and collection of County property taxes. County makes no representation or warranty, express or implied, about the completeness, accuracy, reliability or authenticity of the information set forth in this document. Therefore, this document should not be relied upon to determine the legal ownership of any specific parcel(s), nor to facilitate any real property transaction(s) between private parties. County is not liable for any loss or damage whatsoever arising from or in connection with the use of or reliance upon this document(s)

APN #	: 19302034
CURRENT JURISDICTION	: SAN JOAQUIN COUNTY
CITY PLANNING AREA	: STOCKTON
GENERAL PLAN	: I/L
ZONING	: AU-20
PROPOSED JURISDICTION	: CITY OF STOCKTON
PROPOSED ZONING	: IL

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
94–95	35		
96–97	38		
99–00	40		
01–02	42		
06–07	43		
11–12	46	49	
12–13	51	53	
16–17	55		
20–21	56	58	

PROJECT SITE

A – P.M. Bk. 03 Pg. 081
B – R.S. Bk. 09 Pg. 132
C – R.S. Bk. 17 Pg. 057
D – P.M. Bk. 06 Pg. 092
E – R.S. Bk. 28 Pg. 028
F – R.S. Bk. 30 Pg. 004
– P.M. Bk. 20 Pg. 079
G – R.S. Bk. 32 Pg. 146
H – R.S. Bk. 14 Pg. 079

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk.193 Pg.02
County of San Joaquin, Calif.

06–07

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL AGENCY FORMATION COMMISSION FOR THE ANNEXATION OF ASSESSOR'S PARCEL NUMBER 193-020-34, WITH RELATED CITY SERVICES PLAN, INCLUDING PROPOSED DETACHMENT FROM THE FRENCH CAMP MCKINLEY FIRE DISTRICT

On May 10, 2023, the applicant, Go Industrial, submitted a request to, amongst other requests, to annex Assessor's Parcel Number (APN) 193-020-34, abutting portions of South McKinley Avenue; and

The petition for annexation is a formal request by an applicant to have the identified property incorporated into the City obtaining access to City services; and

Pursuant to California Government Code section 56653 of the Cortese/Knox Local Government Reorganization Act of 1985, the San Joaquin County Local Agency Formation Commission (SJLAFCo) requires that any application for a change of organization or reorganization be accompanied by a plan for providing services to the affected property; and

The applicant has proposed that services be provided pursuant to the City Services Plan attached as Exhibit 1; and

In accordance with section 56375(a)(7) of the Cortese/Knox Local Government Reorganization Act of 1985 and the policies of the SJLAFCo, the City Council has concurrently with this resolution adopted an ordinance to prezone APN 193-020-34 to Industrial, Limited (IL) Zone; and

The annexation action would also include the applicant's requested detachment from the French Camp McKinley Rural Fire District. The detachment will be subject to an agreement by the developer to mitigate the district's loss of property taxes. Future services, including fire services, will be provided by the City of Stockton; and

On April 10, 2025, the Planning Commission held a duly noticed public hearing, pursuant to Stockton Municipal Code (SMC) Section 16.116.040(D), to consider the proposed Prezoning, at which all interested parties had the opportunity to be heard; and at said meeting the Planning Commission considered, and recommended approval to the City Council for prezoning the parcel to Industrial, Limited (IL) to conform with the General Plan land use designation of Industrial; and

On July 15, 2025, the City Council held a duly noticed public hearing pursuant to Stockton Municipal Code Section 16.216.070, at which time all interested parties had the opportunity to be heard. After consideration of the project, the City Council

considered and adopted a Mitigated Negative Declaration (MND) for the Project in compliance with the California Environmental Quality Act (CEQA); now, therefore,

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

Annexation:

Pursuant to Stockton Municipal Code Sections 16.216.070(H)(2) and 16.216.080, the following findings of fact are made to support the annexation request:

SMC 16.216.070(H)(2)

a) *The unincorporated property is within, or will be within, the urban services area of the City*.

The subject territory is located within the urban services area of the City, as shown in Exhibit 2: Annexation Map.

b) *The property has been prezoned with City of Stockton zoning designations.*

APN 193-020-34 has been prezoned to Industrial, Limited (IL) zoning, as described above.

c) *The proposal is contiguous to existing City limits.*

The subject territory is contiguous to the existing City limits, as shown in Exhibit 2: Annexation Map. The subject territory abuts South McKinley Avenue which is directly to the east. The subject territory also is directly continuous to a parcel to the north, which is APN 193-020-59.

d) *The proposal does not split lines of assessment or ownership.*

The proposed annexation does not split a line of assessment and includes a future subdivision map application to ensure property ownership lines align with the City limit boundary established by the annexation. This finding is supported by SJ LAFCo Policy 10 (Definite and Certain Boundaries) which requires: (a) all boundaries shall be and certain and conform to lines of assessment or ownership; and (b) acknowledgement by the City of Stockton that the Commission may impose a condition on the annexation requiring the recordation of a parcel map to avoid creating remnants of legal lots.

e) *The proposal does not create islands or areas in which it would be difficult to provide City services*.

The proposal does not create islands or areas in which it would not be easy to provide City services. The subject territory includes a parcel immediately adjacent to South McKinley Avenue which has the requisite infrastructure (e.g., water, sewer, stormwater) located within its right-of-way. The proposal utilizes said services without creating a feature that may make their delivery difficult to other areas.

f) *The proposal is consistent with the land uses, objectives, policies, and programs of the General Plan; any applicable specific plan, precise road plan, or master development Plan; and other adopted goals and policies of the City.*

The 2040 General Plan Land Use Map designates the subject site as Industrial. Pursuant to Table 2-1 (General Plan Relationship to Development Code) of the General Plan, the IL Zone is compatible with Industrial General Plan Land Use Map designation.

The proposed annexation would further the following General Plan policies:

- Goal LU-4: Attract and retain companies that offer high-quality jobs with wages that are competitive with the region and state.
- Policy LU-4.2: Attract employment- and tax-generating businesses that support the economic diversity of the City.
- Policy LU-6.2: Prioritize development and redevelopment of vacant, underutilized, and blighted infill areas.

Consistency of the annexation proposed with these policies is demonstrated through its ability to enable development of a new industrial land use in a vacant and contiguous location to the existing City limits.

SMC 16.216.080

A) The proposal is contiguous to existing County boundaries or other jurisdiction(s) party to the detachment or reorganization.

The subject territory is contiguous to the existing City limits, as shown in Exhibit 2: Annexation Map. The subject territory abuts South McKinley Avenue which is directly to the east. The subject territory also is directly continuous to a parcel to the north, which is APN 193-020-59.

B) The County Surveyor has determined that the boundaries of the proposal are definite and certain.

The County Surveyor has determined that the boundaries of the proposal are definite and certain.

C) The proposal does not split lines of assessment or ownership.

The proposal does not split lines of assessment or ownership.

D) The proposal does not create islands or areas in which it would be difficult to provide appropriate services.

The proposed annexation does not split a line of assessment and includes a future subdivision map application to ensure property ownership lines align with the City limit boundary established by the annexation. This finding is supported by San Joaquin County Local Formation Agency Commission Policy 10 (Definite and Certain Boundaries) which requires: (a) all boundaries shall be and certain and conform to lines of assessment or ownership; and (b) acknowledgement by the City of Stockton that the Commission may impose a condition on the annexation requiring the recordation of a parcel map to avoid creating remnants of legal lots.

E) The proposal is consistent with the land uses, objectives, policies, and programs of the General Plan, any applicable specific plan or master development plan, and other adopted goals and policies of the City and other applicable jurisdiction(s).

The 2040 General Plan Land Use Map designates the subject site as Industrial. Pursuant to Table 2-1 (General Plan Relationship to Development Code) of the General Plan, the IL Zone is compatible with Industrial General Plan Land Use Map designation.

The proposed annexation would further the following General Plan policies:

- Goal LU-4: Attract and retain companies that offer high-quality jobs with wages that are competitive with the region and state.
- Policy LU-4.2: Attract employment- and tax-generating businesses that support the economic diversity of the City.
- Policy LU-6.2: Prioritize development and redevelopment of vacant, underutilized, and blighted infill areas.

Consistency of the annexation proposed with these policies is demonstrated through its ability to enable development of a new industrial land use in a vacant and contiguous location to the existing City limits.

Conclusion

As referenced above, per SMC 16.216.070(H)(2) and 16.216.080, all findings of fact can be made to approve the annexation request.

1. The foregoing recitals are true and correct and incorporated here by reference.

2. The City Council considered and adopted a Mitigated Negative Declaration (MND) for the Project in compliance with the California Environmental Quality Act (CEQA).

3. The City Manager is authorized to file with the San Joaquin County Local Agency Formation Commission, as described in Exhibit 1 (City Services Plan), and Exhibit 2 (Annexation Map).

4. The San Joaquin County Local Agency Formation Commission is hereby requested to approve the above-noted annexation of territory to the City of Stockton as depicted on Exhibit 2, Annexation Map.

5. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

ADMINISTRATIVE REVIEW DRAFT
ANNEXATION REPORT
GOINDUSTRIAL ANNEXATION
ANNEXATION FILE NO. _____

JANUARY 18, 2024

1.0 INTRODUCTION AND PROJECT INFORMATION

This report provides background information and analysis in support of the proposed George Oliver (GO) Industrial Annexation to the City of Stockton. The report addresses annexation compliance with applicable San Joaquin Local Agency Formation Commission (LAFCo) rules and regulations, describes the plan for provision of City services to the annexation area, analyzes the fiscal effects of the annexation, and documents the availability of adequate potable water supply to the project. The contents of this document are as follows:

1.0 Introduction and Project Information

2.0 Consistency of Proposed Annexation with LAFCo Policy

3.0 City Services Plan for Proposed Annexation Area

4.0 Fiscal Effects of Proposed Annexation

5.0 Availability of Adequate Water Supply

The George Oliver (GO) Industrial Annexation project proposes the annexation of one parcel, APN 193-02-034, into the City of Stockton (City). The proposed annexation area, hereinafter referred to as the "subject site," is located on 6505 South McKinley Avenue south of Stockton (Figures 1 through 5). The Stockton city limits are on the northern boundary of the subject site. The subject site is approximately 11.7 acres.

The subject site is currently within the land use jurisdiction of San Joaquin County; it has a County General Plan designation of Limited Industrial (I/L) and a zoning designation of AU-20 (Agriculture-Urban Reserve; 20-acre minimum parcel size). The subject site is designated Industrial in the City of Stockton General Plan, as is much of the surrounding area. The subject site is within the City of Stockton's existing Sphere of Influence but is outside the 10-year planning horizon.

The City has received and is processing an application for annexation, pre-zoning, and industrial development of the subject site, including preparation of an environmental review document in accordance with the California Environmental Quality Act (CEQA). The project proposes to pre-zone the subject site as IL – Industrial, Limited. The City approvals, which will take effect upon annexation of the subject site to the City, would permit proposed development of a warehouse building approximately 184,200 square feet

in floor area (Figure 6), along with associated on-site utility services, site improvements (Figure 7) and an extension of a City sewer line to the subject site (Figure 8). Proposed pre-zoning and development are consistent with the existing Industrial designation under the City's General Plan.

2.0 CONSISTENCY OF PROPOSED ANNEXATION WITH LAFCO POLICY REQUIREMENTS

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (California Government Code Section 56000 *et seq.*) provides LAFCo with its authority, procedures, and functions. The Act gives LAFCo power to "approve or disapprove with or without amendment, wholly, partially or conditionally," proposals concerning the formation of cities and special districts, annexation or detachment of territory to/from cities and special districts, and other changes in jurisdiction or organization of local government agencies.

Criteria for project consistency with the Cortese-Knox-Hertzberg Act are identified in California Government Code Section 56668. Evaluation for the necessary findings of consistency of the proposed annexation with Section 56668 is shown in the following narrative. The narrative provides information in support of each of the subject findings for the proposed annexation as summarized in Table 1 below.

TABLE 1
PROJECT CONSISTENCY WITH SECTION 56668

Factors Considered	Consistency Finding
(a) Population and population density; land area and land use; assessed valuation; topography, natural boundaries, and drainage basins; proximity to other populated areas; and the likelihood of significant growth in the area, and in adjacent incorporated and unincorporated areas, during the next 10 years.	The project is consistent with this factor. The subject site is designated for Industrial use under the Stockton General Plan. The project site is adjacent to the Stockton City limits to the north and east, and French Camp Slough forms a natural boundary between City and County. Significant industrial/ warehouse development has occurred in the area, and the proposed development on the subject site would be consistent with this. The Stockton Municipal Services Review (MSR) is expected to be modified to include the subject site in the 10-year planning horizon.
(b) The need for organized community services; the present cost and adequacy of governmental services and controls in the	The project is consistent with this factor. This document contains the City Services Plan for the subject site, which describes

Factors Considered	Consistency Finding
area; probable future needs for those services and controls; and probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.	services that will be available to the subject site, the means which these services will be provided, and project impacts on affected public agencies. The subject site can be provided with public services by the City of Stockton and other existing agencies.
(c) The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on the local governmental structure of the county.	The project is in a developing industrial area, and the site is designated for industrial development. The site would be transferred from the jurisdiction of San Joaquin County to the City of Stockton. This would have no significant impact on either entity. The site would be detached from the French Camp-McKinley Fire District. However, as described in Section 4.3, it is expected that adverse revenue impacts to the Fire District would be avoided.
(d) The conformity of both the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies and priorities in Section 56377.	The project is in a developing industrial area, and the site is designated for industrial development. The proposed annexation would permit a logical extension of existing ongoing industrial development in the southeast Stockton region.
(e) The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by Section 56016.	The project is consistent with this factor. An Agricultural Conversion Statement prepared for the project found that no agricultural land, as defined by CEQA Guidelines Appendix G or by the Cortese-Knox-Hertzberg Act, exists on the subject site.
(f) The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors of	The project is consistent with this factor. The subject site is adjacent to the City boundary to the north and east and represents a logical extension of those boundaries. No islands or corridors of unincorporated territory would be created.

Factors Considered	Consistency Finding
unincorporated territory, and other similar matters affecting the proposed boundaries.	
(g) A regional transportation plan adopted pursuant to Section 65080.	The project is consistent with this factor. The SJCOG adopted a Regional Transportation Plan in 2022, and the project would not conflict with the goals and projects in the adopted Regional Transportation Plan.
(h) The proposal's consistency with city or county general and specific plans.	The project is consistent with this factor. The subject site has been designated for Industrial use by the Stockton General Plan and has been zoned Agriculture-Urban Reserve by San Joaquin County, indicating anticipated future urban development.
(i) The sphere of influence of any local agency that may be applicable to the proposal being reviewed.	The project is consistent with this factor. The subject site is within the City of Stockton Sphere of Influence, as indicated in the Stockton MSR.
(j) The comments of any affected local agency or other public agency.	To date, no comments from local agencies have been received. A CEQA document for the project is in preparation and will be released for review by local agencies.
(k) The ability of the newly formed or receiving entity to provide the services that are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.	The project is consistent with this factor. This document contains the City Services Plan for the subject site, which describes services that will be available to the subject site, the means by which these services will be provided, and impacts on affected public agencies. The subject site can be provided with public services by the City of Stockton and other agencies.
(l) Timely availability of water supplies adequate for projected needs as specified in Section 65352.5.	The project is consistent with this factor. Sections 3.1 and 5.0 of this document evaluate water supplies and their adequacy to support the proposed development.

Factors Considered	Consistency Finding
(m) The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments consistent with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7.	As the proposed development of the subject site would be for industrial use, the project would have no impact on shares of regional housing needs.
(n) Any information or comments from the landowner or landowners, voters, or residents of the affected territory.	No comments have been received from landowners, voters, or residents on the proposed annexation.
(o) Any information relating to existing land use designations.	The project is consistent with this factor. The subject site has been designated for Industrial use by the Stockton General Plan and has been zoned Agriculture-Urban Reserve by San Joaquin County, indicating anticipated future urban development.
(p) The extent to which the proposal will promote environmental justice.	The CEQA document for the project will discuss environmental justice issues associated with the proposed development. The project is expected to provide additional jobs that would be available to lower-income residents. The project is in an industrial area with no nearby residential communities; as such, it is not expected to impose environmental burdens on such communities.
(q) Information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone pursuant to Section 51178 or maps that identify land determined to be in a state responsibility area pursuant to Section 4102 of the	The subject site is not within a State Responsibility Area as indicated by the Fire Hazard Severity Zone map prepared for State Responsibility Areas in San Joaquin County by CalFire.

Factors Considered	Consistency Finding
Public Resources Code, if it is determined that such information is relevant to the area that is the subject of the proposal.	

3.0 CITY SERVICES PLAN

Pursuant to California Government Code Section 56653, the San Joaquin LAFCo requires that any application for a change of organization or reorganization be accompanied by a plan for providing services. The plan must include the following information:

(a) An enumeration and description of the services to be extended to the affected territory.

(b) The level and range of those services.

(c) An indication of when those services can feasibly be extended to the affected territory.

(d) An indication of any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.

(e) Information with respect to how those services will be financed.

The following City Services Plan meets the above requirements (a) through (d) with respect to annexation of the subject site. The subject site would require extension of existing City services, including public safety and utilities. Overall, existing public services, with improvements proposed as part of the project, would be adequate to serve the subject site and planned industrial development. The proposed level and range of services to be provided are described in more detail below. The design and construction of required infrastructure improvements, both on- and off-site, will be the responsibility of the project developers, as will be required by project conditions of approval and subject to engineering approval by the City. Information with respect to how those services will be financed is provided in Section 4.0, which will meet requirement (e) above.

The City of Stockton provides a full range of municipal services. These municipal services include public safety (police, fire, paramedics, building), sanitation (solid waste disposal, sanitary wastewater, and stormwater utility), potable water utility, community development, library, parks and recreation, and general administrative services. Public safety and general services will be extended to the subject site upon annexation. Utility services will be provided upon completion and connection of required on-site and off-site improvements.

3.1 DOMESTIC WATER SERVICE

Water systems in the City of Stockton Metropolitan Area use a combination of treated surface water and pumped groundwater from City wells. Stockton water purveyors include the City of Stockton Municipal Utilities Department (COSMUD), California Water Service Company, and San Joaquin County maintenance districts. Should the annexation be approved, water service to the subject site would be provided by COSMUD. COSMUD provides water to service areas in North Stockton and South Stockton; the subject site is in the South Stockton service area.

Sources of water provided by COSMUD include purchases from the Stockton East Water District (SEWD) and the Woodbridge Irrigation District (WID), groundwater wells, and surface water from the Sacramento-San Joaquin Delta through the City's Delta Water Supply Project (DWSP). Water from SEWD is treated at its water treatment plant east of Stockton. Prior to operation of the DWSP in 2012, the City's planned delivery and allocation of SEWD treated water was 17,500 acre-feet per year, which was 37.6 percent of SEWD's total supplies. As of 2020, the City used 6,939 acre-feet from SEWD. The City augments this water supply with purchases from the WID. By agreement, the City purchases 6,500 acre-feet of water annually from the WID for municipal and industrial use, with another 6,500 acre-feet to become potentially available annually by 2030.

The DWSP provides the majority of the potable water supply for the City's service areas. It draws water from the San Joaquin River and treats the water at a plant in north Stockton. This plant currently treats an average of 30 million gallons per day (mgd). The projected 2035 capacity of the DWSP is 60 mgd, with an annual production of approximately 50,000 acre-feet per year. The City's supply from the San Joaquin River is curtailed annually from February through June of each year due to restrictions imposed by the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife.

The DWSP has the objectives of reducing groundwater overdraft and of protecting the underlying groundwater basin from further saltwater intrusion and water quality degradation. Extensive groundwater pumping in the past has caused movement of the saline waters eastward from under the Delta. With the DWSP now online, the City uses less groundwater in wet and average years, but it increases groundwater use in dry years to make up for reductions in surface water deliveries. The City has determined that the sustainable groundwater yield is 0.75 acre-feet per acre per year, equivalent to a groundwater yield of approximately 50,000 acre-feet per year. Based on available monitoring data, extraction rates appear to be below the maximum sustainable yield of the groundwater basin. Table 2 below shows the available water supply and projected demand with the project.

The South Stockton water system pumps from groundwater wells and receives surface water from the SEWD Water Treatment Plant, supplied in large part by the DWTP. There are seven active groundwater wells. with pump design flows ranging from 900 to 2,500 gallons per minute. Surface water from the SEWD Water Treatment Plant is supplied to the South Stockton water distribution system via a 42-inch diameter pipeline from the plant known as the South Stockton Aqueduct.

TABLE 2
WATER SUPPLY AND PROJECT WATER DEMAND

	2025	2035	2045
Projected City Water Supply (acre-feet)	77,300	85,200	85,400
Projected Water Demand (acre-feet)	34,789	43,161	48,444
Project Demand (acre-feet)*	16	16	16
Water Surplus (acre-feet)	42,495	42,023	36,940

Source: City of Stockton 2020 Urban Water Management Plan.
* See Section 5.0 of this document for how this demand was estimated.

The South Stockton water system distributes water from the DWSP, SEWD, and groundwater wells. The entire system is one pressure zone with the lowest elevation (5 feet above mean sea level) on the western side of the system and the highest elevation (30 feet above mean sea level) on the eastern side. Additionally, there are two tanks, each with a capacity of three million gallons, located near the Weston Ranch Subdivision in southwest Stockton. City distribution lines provide water service to development in the South Stockton area.

The subject site is currently within the service area for the Stockton potable water system, and connection to the system will be available upon annexation. On-site lines would be installed to provide water to future development, and the on-site water system would connect to the City's system through a new water main extension. The developer(s) will comply with plumbing, metering, and other water conservation measures in effect in the City of Stockton, including the policies in the City's 2020 Urban Water Management Plan (UWMP). The existing water connection fee charged by COSMUD for non-residential development varies from approximately $2,264 to $293,754 or higher, depending on the size of the water meter.

3.2 WASTEWATER

The subject site is not presently connected to a wastewater collection and treatment system and contains no individual wastewater disposal systems. Should the annexation be approved, the subject site would be served by the City's existing wastewater collection and treatment system.

The Stockton Regional Wastewater Control Facility (RWCF) provides primary, secondary, and tertiary treatment of municipal wastewater gathered from the city as a whole. The RWCF has a designed flow capacity of 55 mgd and average daily flow rate of 31.7 mgd. Treated effluent from the RWCF is dechlorinated and discharged to the San Joaquin River.

The RWCF operations are regulated by the City's National Pollutant Discharge Elimination System (NPDES) Permit.

The City's wastewater collection system is divided into 14 designated subareas or "systems." The subject site would upon annexation be incorporated within Wastewater Collection System No. 8. Pump stations are located throughout Stockton and are integral to the sanitary sewer collection system. Most of the pump stations discharge to pressure lines that convey flow directly to the RWCF or to an available gravity sewer.

There are currently no sewer mains on or adjacent to the project site. The developer proposes an extension of a 10-inch sewer line along McKinley Avenue to the subject site from an existing 10-inch sanitary sewer main located in McKinley Avenue, near Sperry Road to the north. On-site sewer lines will be installed to provide service to future development, and the on-site system would connect to the proposed sewer extension. An onsite pump station would be necessary with the proposed extension.

The subject site is within the South of Calaveras River Sanitary Connection fee area. The existing sewer connection fee in that area is $2,850 per single family residential unit equivalent.

3.3 STORM DRAINAGE

The City of Stockton is situated just east of the Sacramento - San Joaquin Delta, a low-lying region of sloughs and channels near the confluence of the Sacramento and San Joaquin Rivers. Waters in the Delta region eventually discharge into Suisun Bay. The city and surrounding areas depend on creeks, rivers, and sloughs to collect and convey storm runoff to the San Joaquin River and the Delta. The primary watercourses include the San Joaquin River, Bear Creek, Mosher Slough, Five Mile Slough, Fourteen Mile Slough, Calaveras River and Stockton Diverting Canal, Smith Canal, and French Camp and Walker Sloughs. The subject site is adjacent to French Camp Slough, which is a tributary of the San Joaquin River.

The Stormwater Utility Division of COSMUD operates and maintains 620 miles of storm drains, 72 pump stations, and over 100 discharge pipes that collect and route runoff from the streets and gutters to local rivers, creeks, and sloughs. Most storm drains and pump stations have adequate capacity to collect stormwater. There are currently no storm drainage mains on or adjacent to the project site.

Like other industrial development in the vicinity, subject site development will include new onsite stormwater collection and detention facilities. On-site runoff, along with runoff from the adjacent segment of McKinley Avenue, would be collected by storm drains and conveyed to two parallel underground storage pipes, each approximately 750 feet long by 8 feet wide. The runoff would be held in these pipes until it can be discharged to a ditch along the northern boundary of the subject site. Runoff discharged into this ditch would eventually reach French Camp Slough, which has not been identified as a stream with issues regarding capacity to accept storm drainage. On this basis, potential project impacts related to flooding are considered less than significant with implementation of proposed

on-site storm drainage features and compliance with the City's water quality permit, described below.

Stormwater discharges from the Stockton urbanized area contain substantial urban runoff pollution. Five Mile Slough, Mosher Slough, the Stockton Deep Water Channel, and the San Joaquin River are listed as "water quality impaired". The City of Stockton is responsible for controlling storm water pollution and protecting water quality. This is accomplished through local management of the federal and state programs for implementation of the Clean Water Act's NPDES program. Stormwater quality is governed by the Central Valley Regional Water Quality Control Board (RWQCB) Order No. R5-2016-0040, NPDES No. CAS0085324. The City's Grading and Erosion Control Ordinance and the Storm Water Management and Discharge Control Ordinance establish local oversight of the general permit system and effective control of storm water quality impacts. The design of drainage facilities is regulated by the City. The City Department of Public Works Standard Specifications Section 71, Sanitary Sewers and Storm Sewers, and Section 79, Storm Water Basins, cover much of the design criteria for these facilities.

The City's General Plan includes policies that require that stormwater drainage planning be addressed in conjunction with new development, including requirements for inclusion of Best Management Practices (BMPs) that reduce stormwater runoff pollution in new development. Any costs associated with new facilities, including ongoing maintenance of these facilities, must be met or offset by the project.

3.4 SOLID WASTE DISPOSAL

City ordinance requires collection of municipal refuse. This ordinance would apply to development on the subject site upon annexation. The City's franchise haulers provide solid waste collection in Stockton. The waste provider bills the property owner monthly for collection service, based on the size of collection container utilized. Industrial waste – such as construction and demolition debris and waste generated by industrial operations – may only be collected and hauled with a valid City-issued Industrial Waste Collector Permit. There are currently two waste haulers permitted to collect and transport industrial waste within the City of Stockton limits: Republic Services and Waste Management.

Solid waste generated in the City of Stockton is disposed of at existing County-owned and private landfill facilities. There is currently no shortage of space available at the County-owned landfills, with one estimated to have available capacity to 2048 and another to 2082.

Recent information regarding individual jurisdiction diversion of solid waste from landfills is no longer available. The most recent information from 2006 indicates that about 33% of the City of Stockton's solid waste is landfilled while the remainder is handled by one or more of the City's waste diversion (recycling) programs. To increase construction and demolition debris recycling, the City adopted a Construction and Demolition Debris Ordinance in 2008; the ordinance requires construction and demolition contractors to divert from the landfill 50% of all waste generated, by weight, and to document these reductions in written reports filed with the City. Upon annexation of the subject site, construction associated with future development will be subject to this ordinance.

3.5 NATURAL GAS, ELECTRIC, TELEPHONE, AND CATV SERVICES

Pacific Gas and Electric Company (PG&E) currently provides both natural gas and electricity services to the vicinity of the subject site. Local telephone service is provided by AT&T, and cable television service is provided by Xfinity. These systems are obligated to extend service to the subject site on request. Developer/utility company cost-sharing agreements for improvements needed to provide these services will be executed during the design and construction process as required by franchise agreements.

3.6 POLICE PROTECTION

Law enforcement services to the subject site currently are provided by the San Joaquin County Sheriff's Department. Should the subject site be annexed, law enforcement would become the responsibility of the Stockton Police Department. The Police Department serves the area within City limits, covering more than 65 square miles. As of February 2021, the Police Department consists of 486 sworn officers, 47 police telecommunicators, and 179 civilian staff. The staffing level is determined each year by the Stockton City Council and is subject to change as the Council, City Manager, and Chief of Police determine the needs of the city.

The service area is organized into six Community Policing Districts, one of which (Park) is adjacent to the subject site. It is the Police Department's policy to respond to all emergency calls within three to five minutes. Currently, there are no adopted service levels for the Police Department; however, it is understood that a higher level of service may be required as population increases. The project would receive law enforcement service during construction as well as upon completion of development.

Capital costs of Police Department expansion are accounted for by the City's Public Facilities Fee program. The City of Stockton has adopted a Public Facility Fee for police facilities payable upon issuance of a building permit. For warehouse/low density land uses, the fee is $62 per 1,000 square feet. Additionally, Stockton's voters approved Measure A, which instituted a three-quarter cent (0.75%) sales tax to provide funding for law enforcement, crime prevention services, and other essential City services. City voters also approved Measure W, which instituted a one-quarter cent (0.25%) sales tax to provide funding for law enforcement and fire protection services.

3.7 FIRE PROTECTION

The subject site is currently within the French Camp-McKinley Fire Protection District, which serves approximately 16 square miles of unincorporated San Joaquin County centered around the community of French Camp south of Stockton. The Fire District serves the unincorporated area of San Joaquin County between Stockton and Lathrop, and it provides service to the Mountain House community under contract. The nearest Fire District station to the subject site is French Camp Fire Station 11-1 in the community of French Camp at 310 French Camp Road, approximately one-half mile to the south.

Should annexation occur, the subject site would be detached from the French Camp-McKinley Fire District, and fire protection services would become the responsibility of the Stockton Fire Department. The Fire Department provides fire protection, fire prevention, paramedic emergency medical, and other related services to all areas of the City of Stockton and on a contract basis to the Lincoln, Eastside, Boggs Tract, and Country Club Fire Districts. Specific services provided include fire hydrant maintenance, training, fire dispatch, hazardous materials intervention, and weed abatement services. The Fire Department currently serves an area of about 86 square miles and has about 181 total personnel.

The Fire Department currently has twelve stations located throughout the greater Stockton metropolitan area. The closest station to the subject site is Station 5, located on 3499 Manthey Road, approximately two miles to the northwest. The station is equipped with one engine and one grass rig, and is staffed by a captain, an engineer, and a firefighter. Two of the staff are also paramedics. The Stockton General Plan has set a goal of a response time between three and of four minutes to a fire suppression incident. The average response time from Station 5 to a fire call is approximately 6.5 minutes, which is typical for stations located on the City's periphery.

The City is currently exploring the options for construction and staffing of an additional fire station along Mariposa Road to improve Fire Department services and response times to the south Stockton area, including new industrial and warehouse development. The station is proposed to be financed by a Community Facilities District, under which a special tax would be imposed upon new development within the district boundaries. Though it is not known at this time, it is possible that the subject site would be part of this Community Facilities District. The property owner and the district would need an agreement for the subject site to become part of the district.

To provide adequate fire protection services, future development will coordinate with the Fire Department during planning and design phases to ensure site access, response time, sprinkler requirements, water system design, and hydrant placement are acceptable. Improvements to the City of Stockton water system will also be constructed in conformance with City standards and the Uniform Fire Code fire flow standards, and hydrants will be placed in accordance with Fire Department standards. Also, the Stockton Fire Department participates in the California Disaster and Civil Defense Master Mutual Aid Agreement. This agreement allows the City to share resources with all fire department agencies in San Joaquin County and to request assistance from the County fire districts when additional services are required. The City currently provides most of the fire services within and around the City limits, since some of the County fire districts have reduced staffing, supply shortages, or operations on a temporary basis. The existing mutual aid agreement allows the City and County agencies to share resources when needed.

The City has required new warehouse developments to install Early Suppression Fast Response (ESFR) fire sprinkler systems. The purpose of the ESFR systems is to allow for a variety of commodities stored within the structure to be capable of meeting high-bay storage up to five feet below roof deck. They are considered the best engineered fire protection system that the National Fire Protection Association recognizes, capable of flowing up to 100 gallons per minute per nozzle. Their design purpose is to completely

extinguish the fire rather than controlling the spread of fire. Testing results from nationally recognized testing agencies have proven this. It is expected that the City will require the installation of an ESFR system as part of CEQA mitigation or conditions of approval for the project.

As with police facilities, capital costs of fire station expansion are accounted for by the City's Public Facilities Fee program. The City of Stockton has adopted a Public Facility Fee for fire stations payable upon issuance of a building permit. For warehouse/low density land uses, the fee is $54 per 1,000 square feet. As with other Public Facility Fees, these fees would be payable upon issuance of a building permit. In addition, as noted, City voters approved Measure W, which instituted a one-quarter cent (0.25%) sales tax to provide funding for law enforcement and fire protection services.

3.8 SCHOOLS

The subject site is within the boundaries of the Manteca Unified School District (MUSD). The nearest MUSD school to the subject site is French Camp Elementary School in the community of French Camp to the south. District-wide, MUSD student enrollment in kindergarten to 6th grade exceeds available capacity, but the high school enrollment does not do so. The MUSD collects required school impact fees and coordinates with residential developers to ensure that sufficient capacity exists within the school system to accommodate the indirect student population generated by development of the project.

The subject site is proposed for industrial development and the project would result in no residential development or student generation. Indirect student population is expected to be minimal as the majority of jobs created are anticipated to be filled by residents already living within the MUSD or other nearby areas. Nevertheless, the project would contribute developer fees from industrial development in accordance with State law. The MUSD assesses a development impact fee of $0.56 per square foot for warehouses; therefore, the project would generate an estimated $103,152 in impact fees. Project development will contribute to these fees in conjunction with building permit issuance.

3.9 PARKS AND RECREATION FACILITIES

Both San Joaquin County and the City of Stockton provide park and recreational services. The nearest City Park to the subject site is Long Park, on Woodchase Lane approximately two miles to the west of the site. Long Park, a neighborhood park, is equipped with picnic tables, a tot lot, a tennis court, a basketball court, and a softball diamond. The Stockton General Plan establishes policies and standards for the size and siting of parklands.

San Joaquin County also provides parks and recreational facilities available to the public. The nearest County park to the subject site is the Regional Sports Complex, a facility with softball and soccer fields adjacent to Stockton Metropolitan Airport, approximately 2.5 miles east of the site.

No new residential development is proposed on the subject site. Public Facility Fees for parklands are only assessed on new residential development; industrial development as proposed is exempt from parkland fees. However, industrial development would be subject to the payment of Public Facility Fees for community recreation centers. For

warehouse/low density land uses, this fee is $23.25 per 1,000 square feet. As with other Public Facility Fees, these fees would be payable upon issuance of a building permit. Additionally, Stockton's voters approved Measure M, which instituted a one-quarter cent (0.25%) sales tax to provide funding for recreation and library services.

3.10 LIBRARIES

The public library system in the Stockton area is operated jointly by the City and San Joaquin County. The nearest library branch to the subject site is the Weston Ranch Branch Library at 1453 West French Camp Road in Stockton, approximately two miles to the west.

Capital costs of library expansion are accounted for by the City's Public Facilities Fee program. The City of Stockton has adopted a Public Facility Fee for libraries payable upon issuance of a building permit. For warehouse/low density land uses, the fee is $56 per 1,000 square feet. Additionally, as noted, Stockton's voters approved Measure M, which instituted a one-quarter cent (0.25%) sales tax to provide funding for recreation and library services.

3.11 MAINTENANCE OF PUBLIC FACILITIES/OTHER GOVERNMENTAL SERVICES

McKinley Avenue, a public road abutting the northeastern boundary of the subject site, is currently maintained by San Joaquin County. This road is paved but does not have street improvements such as curb, gutter, and sidewalk. Proposed industrial development will require street improvements along the subject site frontage of McKinley Avenue, including additional pavement width, curb, gutter, and sidewalk, all of which would be designed and constructed by the applicant pursuant to City of Stockton standards.

With increased vehicular traffic resulting from the development of the subject site, the need for road maintenance will increase. Future development will be responsible for payment of adopted Public Facility Fees for capital street improvements and traffic signals to fund intersection and roadway segment improvements identified in the City's Street Improvement Plan. For warehouse/low density land uses, street improvement fees are $931.50 per 1,000 square feet, and traffic signal fees would be $83.25 per 1,000 square feet. The City requires that these fees be paid prior to building permit issuance.

Future development on the subject site will also be required to pay a Regional Transportation Impact Fee (RTIF). The RTIF's objectives are to generate funding from new development projects that impact the Regional Transportation Network and to integrate these funds with federal, state, and other local funding to make transportation improvements identified in the RTIF Program. Proposed improvements in the RTIF Program that are in the vicinity of the subject site include widening Interstate 5 from French Camp Road to State Route 120. Assuming future development involves a warehouse as anticipated, the Regional Transportation Impact Fee would be $500 per 1,000 square feet.

Measure K was passed by voters in 1990 and extended for another 30 years by voter approval in 2006. This measure instituted a one-half cent (0.50%) sales tax dedicated to transportation improvement projects in San Joaquin County. Measure K funding is allocated to specific projects including improved highways and local streets, new passenger rail service, regional and interregional bus routes, park-and-ride lots, new bicycle facilities,

and railroad crossings by the San Joaquin Council of Governments. San Joaquin County and cities within the County share 35% of the sales tax revenue for local street repair. The local jurisdictions receive an annual funding allocation for local street repairs and safety and operations improvements. The local share of Measure K funds is distributed by formula based primarily on the City's proportionate share of the overall County population.

4.0 FINANCING OF CITY SERVICES AND FISCAL EFFECTS

California Government Code Section 56653 requires that the plan for services to a subject site include information on how the extension of services would be financed. For the purposes of this analysis, services extensions are classified as 1) public road improvements and utility services such as water, wastewater, storm water, electrical, gas and communication systems that require construction of new pipelines, power lines, pump stations or other physical facilities needed to extend urban services to the subject site, and 2) general City services such as police and fire protection would, generally speaking, be provided without major improvements to capital facilities. These concerns are addressed in the following Sections 4.1 and 4.2, respectively.

4.1 FINANCING OF ROADS AND UTILITY IMPROVEMENTS

Improvements needed to extend public road and utility services to the site would be constructed in conjunction with the development of proposed industrial structures, access, parking and other on-site improvements. These improvements would include off-site improvements to the frontage of McKinley Avenue, any required extension of water and wastewater lines and electrical, gas and communication lines.

As prescribed in the project conditions of approval, the project will be responsible for design and construction of required improvements to City roads and utility systems in accordance with adopted City standards. Unless improvements are deferred per a specific agreement with the City, they will be constructed prior to occupancy of the project site. The costs of extending electrical, gas and communication facilities will be borne by the project and the responsible franchise utility as prescribed in adopted rules and regulations. Costs of operating public infrastructure for the benefit of the project will be met through existing monthly service fee systems established by the City and franchise utilities.

Long-term capital improvement needs associated with new development, including the proposed project, are met through the City's adopted PFFs, which provide for expansion of City offices, libraries, community recreation centers, fire and police stations, street improvements, park land, surface water resource development improvement, air quality, and related administrative costs as these needs are identified. Similarly, the City has also adopted development fees for sanitary sewer and water connections, traffic signals, and street trees, and various local benefit district fees. PFF and connection fee payments are required when building permits are issued, in accordance with the City's adopted fee schedule, which is annually updated to keep pace with infrastructure and public facility costs. As a result, the City operates from year to year with a fee structure that reasonably anticipates and collects fees sufficient to meet capital improvement needs associated with new development.

Along with the PFFs and connection fees, the City also collects development-related fees for the following:

- Agricultural Land Mitigation Program
- Air quality
- County facilities
- Surface water for SEWD ($0.228 per square feet of warehouse/0.60)
- Related administrative costs

Table 3 summarizes the estimated development-related fees for the proposed development of the subject site. These include the City impact fees listed above, along with development impact fees collected by other agencies, such as the Manteca Unified School District and SJCOG. This information is also in Exhibit 7 of this City Services Plan.

TABLE 3
ESTIMATED PUBLIC FACILITY FEES

FEE CATEGORY	ESTIMATED PROJECT FEES
City Impact Fees	$937,251
Habitat/Open Space (SJCOG)	$225,284
School District Fees (MUSD)	$103,152
TOTAL	**$1,265,687**

4.2 FINANCING OF GENERAL SERVICES

This section describes the anticipated revenues to the City of Stockton, which would be the main provider of services. As noted above, the design, engineering, and construction of these services and infrastructure improvements will be financed by developers of the subject site, subject to approval by the City. This section also analyzes financial impacts on the French Camp-McKinley Fire District, which currently provides fire protection services to the subject site and from which the subject site would be detached upon annexation to the City.

4.2.1 Estimated Change in Annual Revenue for City of Stockton

As a Charter City, the City of Stockton benefits from the same revenue sources as general law cities, as well as a utility user tax. The City receives a portion of the property tax collected within the City limits, and it receives franchise payments from electrical distribution, cable television and solid waste collection franchises. As discussed in Section 4.1, the City operates its public utilities (i.e., water and sanitary sewer) as enterprise functions, and it engages in public recreation activities on a quasi-enterprise basis, subsidized by its General Fund (e.g., golf courses, ice arena, civic auditorium).

The major sources of revenue that will be generated by the proposed future development for the City of Stockton General Fund are summarized in Table 4 below. Revenue estimates were generated primarily on a person-served basis, which accounts for project-related population and employee growth. Please see the attached Exhibits 1-6 for more information regarding the derivation of Table 4 calculations. More detailed information regarding specific sources of revenues is provided below.

TABLE 4
ESTIMATED CITY OF STOCKTON REVENUES
RESULTING FROM ANNEXATION AND BUILDOUT OF THE SUBJECT SITE

General Fund Revenue Category	**Total Project**
Property Tax	$17,269
Property Tax: In-Lieu MVF	$36,150
Sales Tax	$5,369
Measure A Transaction Tax	$4,207
Prop. 172 Sales Tax	$1,342
Document Transfer Tax	$11,295
Franchise Tax	$6,414
Hotel/Motel Tax	$1,203
Business License	$5,375
Utility Users Tax	$14,507
Other Revenues	$2,654
Voter-Approved Revenues (except Measure A)	$5,369
TOTAL	**$111,154**

Property Tax

Property tax rates are set at 1% of assessed property value. The potential property tax revenues resulting from the project were based on information provided by the project applicant and the current City/County Revenue Sharing Agreement for annexations. As

shown in Exhibit 3, the estimated assessed valuation on the subject site with proposed development is $23,025,000.

Approximately 61% of every property tax dollar from the subject site is currently allocated among the Manteca Unified School District, San Joaquin Delta Community College, and the State's educational fund. This leaves an "available share" of approximately 39% of the overall property tax revenue, which is divided between the County General Fund, the French Camp-McKinley Fire District, and other County agencies. This division of the property tax is the basis for estimating the property tax the City will receive upon annexation and development of the subject site (see Exhibit 3).

Based upon information from the San Joaquin County Auditor-Controller's Office, upon annexation, approximately 20% of total property tax revenue from the subject site would go to the City. Based on this and the anticipated valuation of the subject site once fully developed, the property tax amount that would be collected by the City would be approximately $17,269 (see Exhibit 3). Current property taxes on the subject site that go to the County General Fund are approximately $596.

Property transfer taxes are taxes charged as a percentage of the value of property that has a transfer of title. It is estimated that the amount of property transfer tax the City would receive after annexation of the subject site would be $11,295. Exhibit 3 provides details on the property transfer tax estimate. This assumes the property would be sold; no tax revenues from this source would be realized if the property does not change ownership.

In 2004, the State Legislature and the Governor agreed to a swap of city and county vehicle license fee revenue for an additional share of property tax revenue to be provided to the local governments. This Property Tax in-Lieu of Motor Vehicle Fees is a substantial source of revenue based on property taxes. It is estimated that the amount of property tax in-lieu of motor vehicle fees associated with the subject site would be $36,150. See Exhibit 3 for development of this estimate.

Sales Tax

The current sales tax rate in the City of Stockton is 9.00%, with the City receiving 2.25% of taxable sales, 1.25% of which is a result of measures approved by City voters (Measure A – 0.75%, Measure W (police and fire) – 0.25%, Measure M (library and recreation) – 0.25%), as well as from the Measure K sales tax imposed throughout San Joaquin County. The proposed development is not a commercial land use and therefore would not directly generate sales tax. However, employees working at the proposed development would generate sales tax revenue through local spending. It is estimated that sales tax generated by employee spending would be approximately $5,369. See Exhibit 4 for development of this estimate.

In addition, the City collects sales tax revenue from Proposition 172, approved by California voters in 1993. Proposition 172 imposes a one-half cent sales tax to provide revenues for public safety services. It is estimated that sales tax generated by Proposition 172 would be approximately $1,342. Additional sales tax revenues would be provided by Measure A for law enforcement services. The project is estimated to generate approximately $4,207. See Exhibits 4 and 6 for development of these estimates.

Utility User Tax

A utility user tax is levied against utility charges for all non-public users of gas, electric, water, telephone, and cable television services. This tax is 6% of a customer's monthly bill. As noted in Table 2 above, future development on the subject site would generate an estimated $14,507 annually in utility user tax revenues. See Exhibit 5 for development of the utility user tax revenue estimate.

Franchise Tax

Franchise taxes are levied upon the providers of natural gas, electric, refuse removal and cable television service. The franchise tax, which is 2% for most utilities and 3% for cable TV, is levied upon the provider rather than the customer and is charged against all utility revenues. The anticipated future development on the subject site would generate approximately $6,414 in franchise tax revenue annually (see Exhibit 1).

Business License Tax

The City of Stockton assesses a business registration fee and a license tax on any person engaged in or carrying on any profession, trade, calling, occupation, or business in the City. Beyond a registration fee of $24, businesses are assessed at varying rates based typically on their gross receipts; gross receipts information for the annexation area is unknown. Future development on the subject site is estimated to yield an annual business license tax revenue of $5,375 (see Exhibit 1).

Other Revenue Sources

The City has a variety of other revenue sources, which are listed in the City's budget. These include charges for services, motor vehicle fees, and revenues from other agencies. Table 2 and Exhibit 1 list these other sources. Future development on the subject site is estimated to yield revenue of $2,654 from these other sources.

4.2.2 Estimated Change in Annual Expenditures for City of Stockton

As discussed in Section 4.1, immediate and future capital costs of the project would be met through developer improvements to public road and utility systems and through payment of the City PFFs and connection fees. The project is industrial in nature and would not result in increases in the resident population of Stockton, with concurrent costs in providing City services. However, the addition of project-related employees would contribute to the "service population" of the City, which could contribute to service costs.

Impacts of proposed future development on the City's water, sanitary sewer, and storm drainage systems would be less than significant. The City's sanitary sewer system has adequate capacity to accommodate additional wastewater from the project, and existing sewer lines in the area can carry the anticipated flow. The City's water system has sufficient supplies to satisfy potential project demand, as discussed in Section 5.0, and no new supplies would need to be obtained. In accordance with City requirements, the project developer would construct the necessary improvements and connections to the City's water and sewer systems and storm drainage facilities to accommodate runoff in accordance with

City standards. Expenses to operate the required City utilities to the subject site are expected to be minimal and would be covered by monthly utility billing to the project activities.

The project would place an incremental demand on the City for future fire and police services. Impacts of the project on public services provided by the City, primarily fire and police protection, would be less than significant with the installation of the fire sprinkler systems required by the City. The project in and of itself would not result in a need for new or expanded fire facilities and services, but as noted, a new fire station is planned in the south Stockton area. Future capital costs for these facilities and services would be met through payment of PFFs, CFD revenues and developer contributions.

The proposed annexation would likely include approximately 850 feet of McKinley Avenue frontage. Improvements would be installed along this frontage and are likely to include widening, turn lanes, acceleration and/or deceleration lanes, shoulders, and intersection improvements at the proposed entry, including street lighting and signage. The frontage improvements would be funded by the developer. The annexed frontage would increase costs to the City for ongoing maintenance. A rough approximation of the increased maintenance cost was obtained by dividing the total miles currently maintained by the City of Stockton into total street maintenance cost, then applying the results to the segments to be annexed. According to the FY 2022/23 budget for the City of Stockton, the City maintains 781 miles of roads at a cost of $14,090,651. Based on these figures, the additional cost to maintain the annexed frontage would be approximately $2,904 annually. Road maintenance costs are met from a variety of sources.

The project is not expected to result in additional costs for schools or parks and recreation, as the project would not increase the resident population. Nonetheless, the project would contribute to future school and park capital needs through payment of school mitigation fees and community recreation center PFFs.

An approximation of maximum potential increases in City services costs associated with the project was calculated by dividing total general fund expenditures per category by the City service population, and by multiplying that factor by the increase in service population on the subject site. Based on the expected increase in service population of 148 (see Exhibit 2), potential service costs to the City would be approximately $105,128. With an additional estimated expenditure of $4,957 related to Measure W services, total City expenditures associated with the proposed development would be $110,085. See Exhibit 8 for a development of the expenditure estimate for the subject site.

4.2.3 Overall Impact of Project on City Budget

As indicated in Table 4, proposed development of the subject site is expected to generate approximately $111,154 in annual revenues to the City. With estimated annual expenditures of $110,085, the City would have adequate annual revenues to provide services to the subject site. In addition, as indicated in Table 3, proposed future development would generate $937,251 in one-time impact fees to the City to cover expenses associated with new or expanded public facilities and services. Additional fees would be paid to MUSD and SJCOG.

In summary, the City would expect to receive substantial revenues from proposed development of the subject site, while the expenses incurred in providing City services to the subject site would be less than the anticipated revenues. Thus, at the project level, the City would likely operate at a budget surplus.

4.3 PROPERTY TAX IMPACT TO THE FRENCH CAMP-MCKINLEY FIRE DISTRICT

Based on information provided by the County Auditor-Controller's Office, the French Camp-McKinley Fire District currently receives approximately 9.4 percent of the general one-percent property tax levy from the subject site. This currently generates approximately $251 of property tax revenue for the Fire District, based on current valuation of the property. Upon annexation and development of the subject site, the assessed valuation of the site would increase substantially. However, as a part of the annexation process, the subject site would be detached from the Fire District, and the Fire District would no longer receive tax revenue from the site.

LAFCo policy dictates that adverse fiscal impacts resulting from such detachments from special districts or annexations that fail to provide adequate mitigation of the adverse impact on the district will not be approved. It is expected that the City and the Fire District will reach an agreement that will reduce adverse revenue impacts on the Fire District resulting from the proposed annexation. The City has accepted such agreements with the Montezuma Fire District for annexation projects in the southeast Stockton area. LAFCo may determine an appropriate temporary mitigation, if any, and impose that temporary mitigation to the extent it is within its powers.

5.0 AVAILABILITY OF ADEQUATE WATER SUPPLY

As noted, California Government Code Section 56668(l) requires an assessment of the timely availability of water supplies for an annexation area. The 2020 UWMP for the City of Stockton's water system assessed the reliability of its water supply for its service area, which includes the subject site. The UWMP includes a description of the water supply sources, projected water use, and a comparison of water supply water demands during normal, single-dry, and multiple-dry years. The definitions of the three water year scenarios, as described by the State Department of Water Resources, are provided below.

1. Average year is a year, or an averaged range of years in the historical sequence that most closely represents median water supply availability to the agency. Normal and average are used interchangeably within the Department of Water Resources guidebook.

2. Single dry year is the year with the lowest water supply availability to the agency.

3. Multiple dry year is the lowest average water supply availability to the agency for a consecutive multiple-year period (three years or more) for a watershed since 1903.

As part of the 2020 UWMP, a Water Supply Reliability Assessment was conducted to determine the reliability of the City's water supply for all three water year scenarios from

2025 to 2045. This Water Supply Reliability Assessment is currently the most up-to-date and reliable source of information regarding the City's long-term water supplies and their reliability. Under the normal water year scenario, water supply would exceed demand by 36,956 to 47,322 acre-feet per year. Under the single dry water year scenario, supply would exceed demand by 13,656 to 21,311 acre-feet per year. Under the fourth year of a multiple dry year scenario, the differences between supply and demand would be at their lowest, with supply exceeding demand by 12,456 to 19,652 acre-feet per year. In a fifth consecutive dry year, the differences between supply and demand are anticipated to increase as SEWD water supply is expected to return to a normal year volume at that time.

The City of Stockton adopted a Water Master Plan Update in 2021. The update included water use factors used in determined water usage by future development in Stockton. The water use factor for industrial uses was 1.4 acre-feet per year per acre. Based on this factor, the anticipated water usage by the proposed development on the subject site would be 16.38 acre-feet per year. As shown in Table 2, the City would have adequate water supplies to accommodate the use by proposed development on the subject site.

EXHIBITS 1-6

ESTIMATED PROJECT REVENUE SOURCES

EXHIBIT 1
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
CITY OF STOCKTON GENERAL FUND REVENUE SUMMARY

Revenue Category	2022-23 City Budget	Revenue per Person Served	Service Population	Total Project
Property Tax	$41,490,000	-	-	$17,269
Property Tax: In-Lieu MVF	$29,165,000	-	-	$36,150
Sales Tax	$66,824,000	-	-	$5,369
Measure A Transaction Tax	$42,080,000	-	-	$4,207
Prop. 172 Sales Tax	$3,109,000	-	-	$1,342
Document Transfer Tax	$1,200,000	-	-	$11,295
Franchise Tax	$17,124,630	$43.34	148	$6,414
Hotel/Motel Tax	$3,211,540	$8.13	148	$1,203
Business License	$14,350,000	$36.32	148	$5,375
Utility Users Tax	$38,731,176	$98.02	148	$14,507
Licenses and Permits	$401,331	-	-	-
Revenue from Other Agencies	$3,903,325	$9.88	148	$1,462
Motor Vehicle License	$200,000	$0.51	148	$75
Charges for Services	$2,981,472	$7.55	148	$1,117
Fire Contracts	$4,705,270	-	-	-
Code Enforcement	$3,959,457	-	-	-
Fines and Forfeitures	$548,863	-	-	-
Sale of Fixed Assets	$60,000	-	-	-
Interfund Reimbursements	$9,091,873	-	-	-
Transfers In	$0	-	-	-
Subtotal - General Fund Revenues	**$285,410,685**			**$105,785**

Measures M, W Revenues	$28,027,000	-	-	$2,684
Measure K Revenues	$8,842,461	-	-	$2,685
TOTAL REVENUES	**$320,280,146**	**--**	**--**	**$111,154**

Source: DPFG, *Economic Benefit Report, Mariposa Industrial Park, City of Stockton, CA*, February 4, 2022.

EXHIBIT 2
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
LAND USE AND DEMOGRAPHICS SUMMARY

I. NON-RESIDENTIAL LAND USES

Non-Residential Land Uses	Square Feet	Average Value (square foot)[1]
Industrial/Warehouse	184,200	$125
TOTAL	**184,200**	–

II. CITY DEMOGRAPHIC DATA

City of Stockton Population [2]	322,489
City of Stockton Employees [3]	145,271
City of Stockton Persons Served [4]	395,125

III. PROJECT DEMOGRAPHICS

Employees [5]	295
Total Employees	**295**
Persons Served Population [6]	148

Sources:
[1] DPFG, *Economic Benefit Report, Mariposa Industrial Park, City of Stockton, CA*, February 4, 2022.
[2] California Department of Finance, E-5 City/County Population and Housing Estimates, 1-1-2022.
[3] City of Stockton Fiscal Year 2023/23 Budget.
[4] City population plus 50% of employees.
[5] Assumes 625 square feet per employee, per USGBC.
[6] Assumes 50% of employees.

EXHIBIT 3
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
PROPERTY TAX REVENUE

I. GENERAL PROPERTY TAX ASSUMPTIONS

Pre-Annexation - 1% General Property Tax Breakdown [1]

Public Agency	Property Tax Breakdown
County General Fund	22.3%
French Camp-McKinley Fire Protection District	9.4%
School districts and other agencies	68.3%
TOTAL	**100.00%**

Property Tax Allocation **Upon Annexation** [1]

Public Agency	Property Tax Breakdown
County General Fund	30.2%
City of Stockton	7.5%
School districts and other agencies	62.3%
TOTAL	**100.00%**

II. SECURED PROPERTY TAX ANALYSIS

Nonresidential Land Use Type	Square Feet	Estimated Valuation	1% General Property Tax	Property Tax to City
Industrial	184,200	$23,025,000	$230,025	$17,269

III. PROPERTY TAX TRANSFER ANALYSIS

Nonresidential Land Use Type	Property Turnover Rate	Estimated Assessed Valuation Turnover	Property Transfer Tax to City	Total Estimated Transfer Tax
Industrial	5.00%	$20,535,000	0.055%	$11,295

IV. PROPERTY TAX VEHICLE LICENSE FEE ANALYSIS

Nonresidential Land Use Type	Total City Assessed Valuation with Project[1]	Percent Change in Assessed Valuation	Total Property Tax In-Lieu of VLF Adopted Revenue[1]	Estimated Property Tax In-Lieu of MVF
Industrial	$26,167,715,583	1.57%	$26,791,495	$36,150

Source: DPFG, *Economic Benefit Report, Mariposa Industrial Park, City of Stockton, CA*, February 4, 2022.
[1] Fiscal Year 2021-22. Breakdown of public agency revenue shares provided by San Joaquin County Assessor's Office.

EXHIBIT 4
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
SALES TAX REVENUE ANALYSIS

I. DIRECT SALES TAX ANALYSIS

Nonresidential Land Use Type	Taxable Spending per Employee per Day [1]	Employees	Total Taxable Spending[2]
Industrial	$10	295	$767,000
TOTAL	**--**	**295**	**$767,000**
Leakage (30%)			**$230,100**
City of Stockton Capture (70%)			**$536,900**
City of Stockton General Fund Sales and Use Tax Revenues:			
City Taxable Spending Capture			$536,900
City Share of Sales Tax		1.00%	$5,369
Project-Derived Sales Tax Revenue to City			**$5,369**
Prop. 172 Sales Tax		**0.25%**	**$1,342**

[1] Source: DPFG, *Economic Benefit Report, Mariposa Industrial Park, City of Stockton, CA*, February 4, 2022.
[2] Assumes 260 working days per year.

EXHIBIT 5
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
UTILITY USERS TAX REVENUE ANALYSIS

	Revenue per Person[1]	Service Population[2]	Total Project Revenue
Utility Users Tax	$98.02	148	$14,507

[1] See Exhibit 1.
[2] See Exhibit 2.

EXHIBIT 6
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
VOTER APPROVED REVENUE ANALYSIS

	Project Taxable Spending [1]	Tax Rate	Project Revenue
San Joaquin County (Measure K) Sales Tax	$536,900	0.500%	$2,685
Stockton Safe Neighborhood Gang and Drug Prevention Police & Fire (Measure W)	$536,900	0.250%	$1,342
Law Enforcement, Crime Prevention, Essential City Services (Measure A)	$536,900	0.750%	$4,027
Library and Recreation - Strong Communities Special Tax (Measure M)	$536,900	0.250%	$1,342
TOTAL			**$9,396**

[1] See Exhibit 4.

EXHIBIT 7

PUBLIC FACILITY AND IMPACT FEE SUMMARY

EXHIBIT 7
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
PUBLIC FACILITY AND IMPACT FEE SUMMARY

Fee Category	**Estimated Project Fees**
City Impact Fees	$937,251
School District Fees (MUSD)	$103,152
Habitat/Open Space (SJCOG)	$225,284
TOTAL	**$1,265,687**

EXHIBIT 8

ESTIMATED PROJECT EXPENDITURES

EXHIBIT 8
CITY OF STOCKTON – PROPOSED GOINDUSTRIAL ANNEXATION
ESTIMATED PROJECT EXPENDITURES

I. CITY EXPENDITURES

Program Appropriations	City Budget [1]	Expense Per Person	Service Population	Total Project
Police	$148,950,532	$388.40	148	$57,483
Fire	$53,398,905	$139.24	148	$20,607
Administration	$20,823,160	$54.30	148	$8,036
Public Works	$19,301,426	$50.33	148	$7,449
Community Services	$7,761,000	$20.24	148	$2,996
Economic Development	$5,348,168	$4.78	148	$707
Capital Improvements	$12,100,000	$31.55	148	$4,669
Debt Service	$6,953,050	-	-	$0
Other Programs	$8,240,530	$21.49	148	$3,181
Subtotal	-	-	-	**$105,128**
Measure W Expenditures	$12,845,623	$33.50	148	$4,957
TOTAL	**-**	**-**	**-**	**$110,085**

II. PROJECT EXPENDITURE ANALYSIS

2022 City of Stockton Persons Served Population [2]: 395,125

Persons Served Population on Subject Site [2]: 148

Total Subject Site Expenditures: $110,085

[1] Source: City of Stockton Fiscal Year 2022/23 Budget
[2] See Exhibit 2.

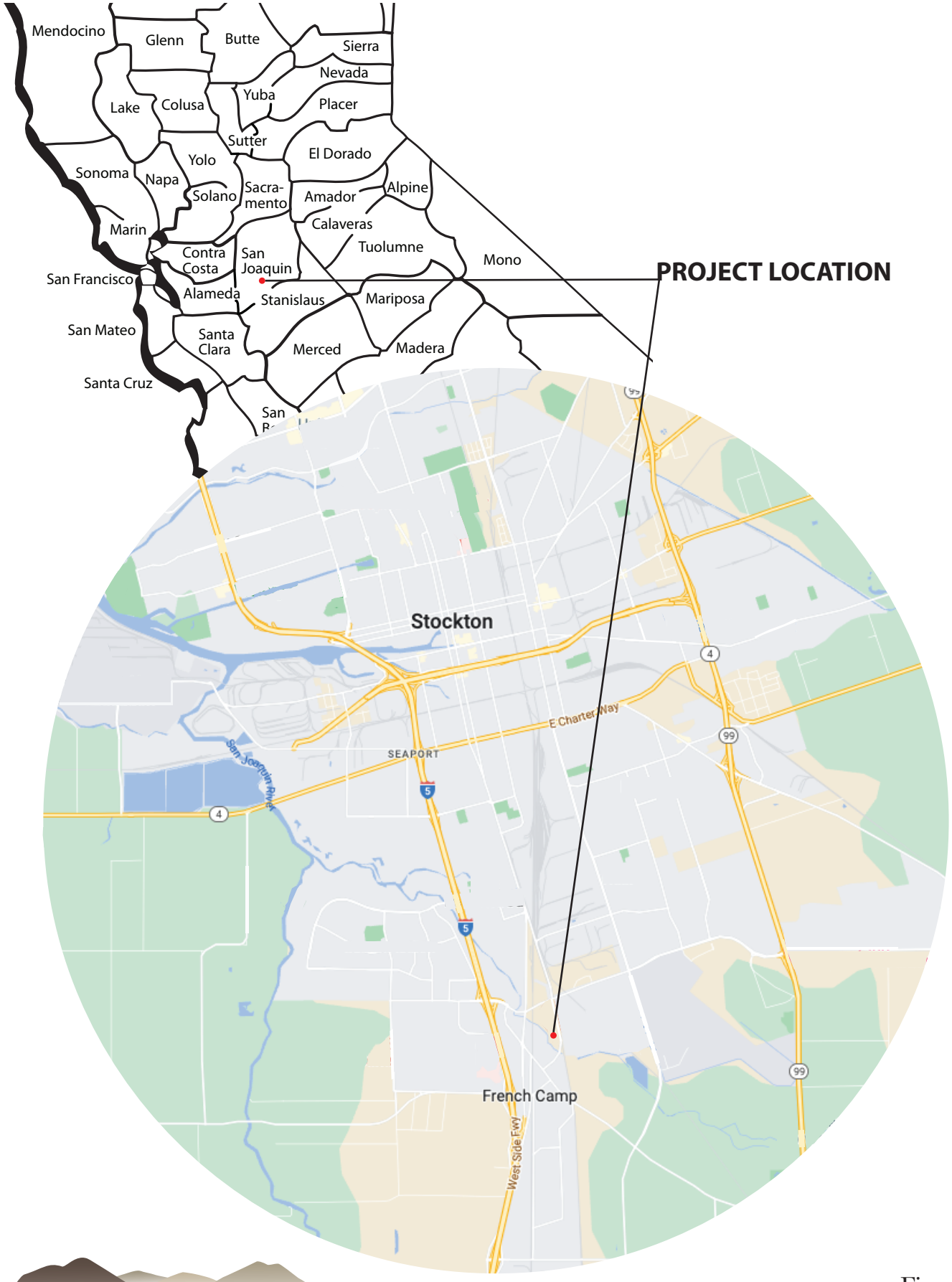
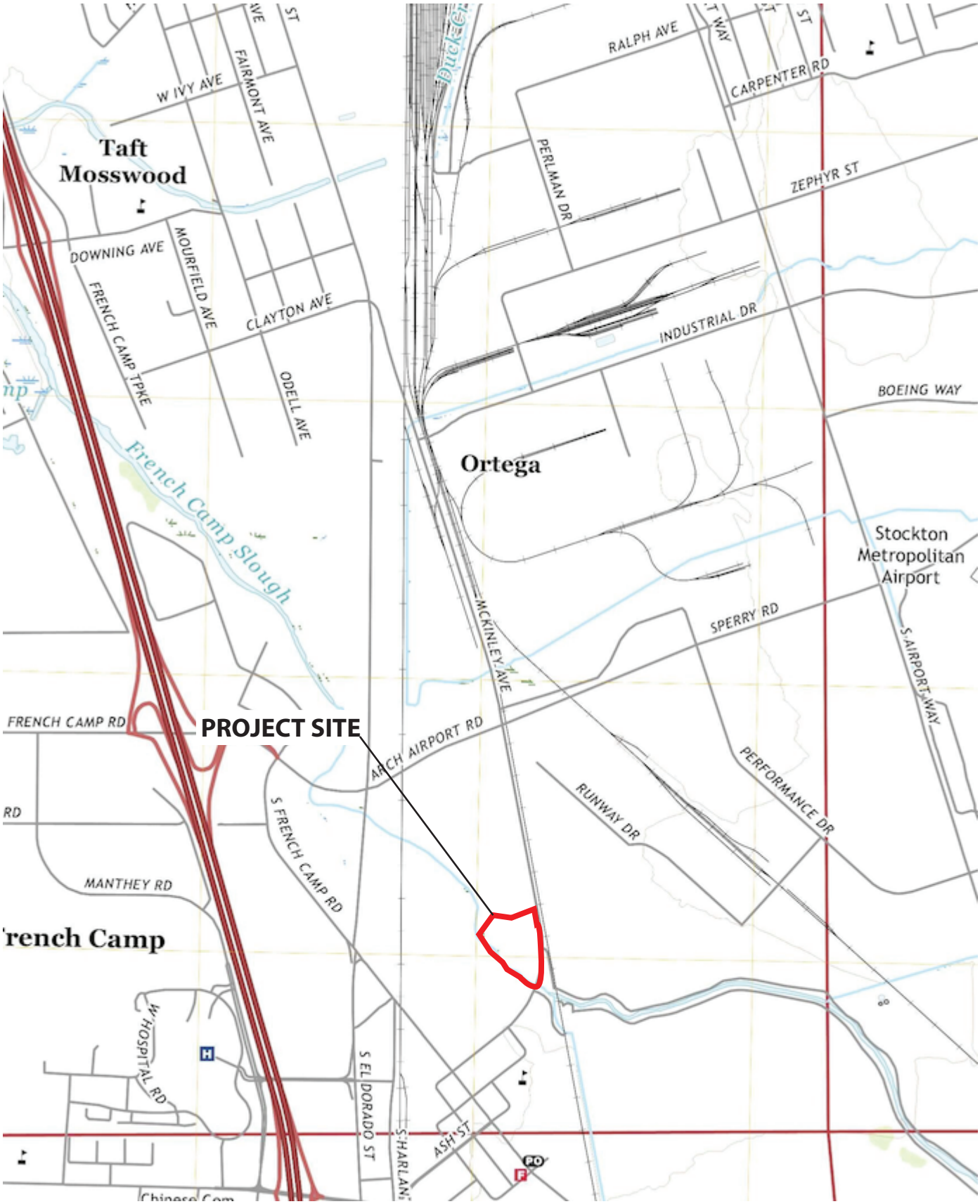


Figure 1
REGIONAL LOCATION MAP

BaseCamp Environmental

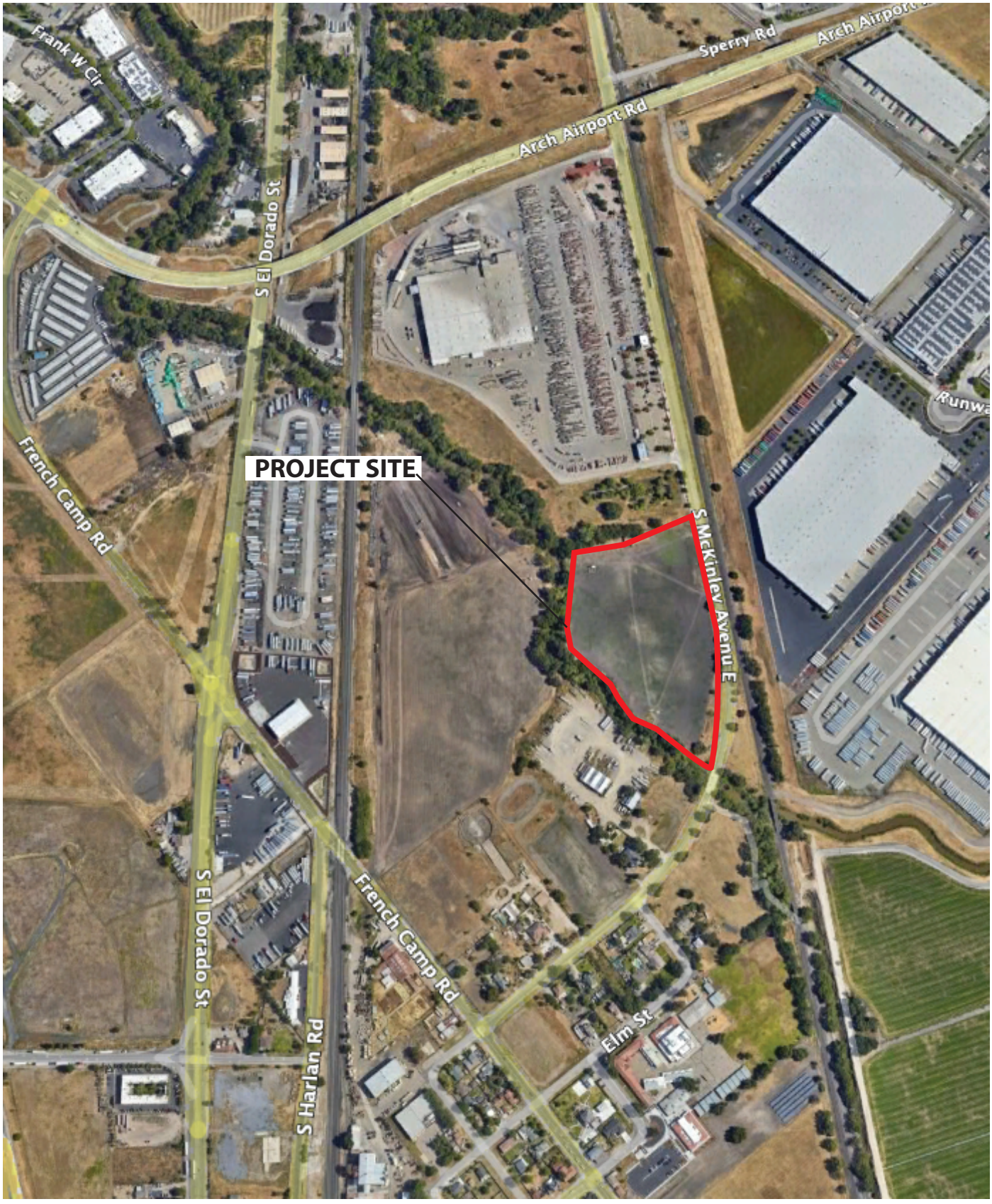
Figure 2
STREET MAP

EXHIBIT 1



BaseCamp Environmental

Figure 3
USGS MAP



SOURCE: Google Maps

BaseCamp Environmental

Figure 4
AERIAL PHOTO

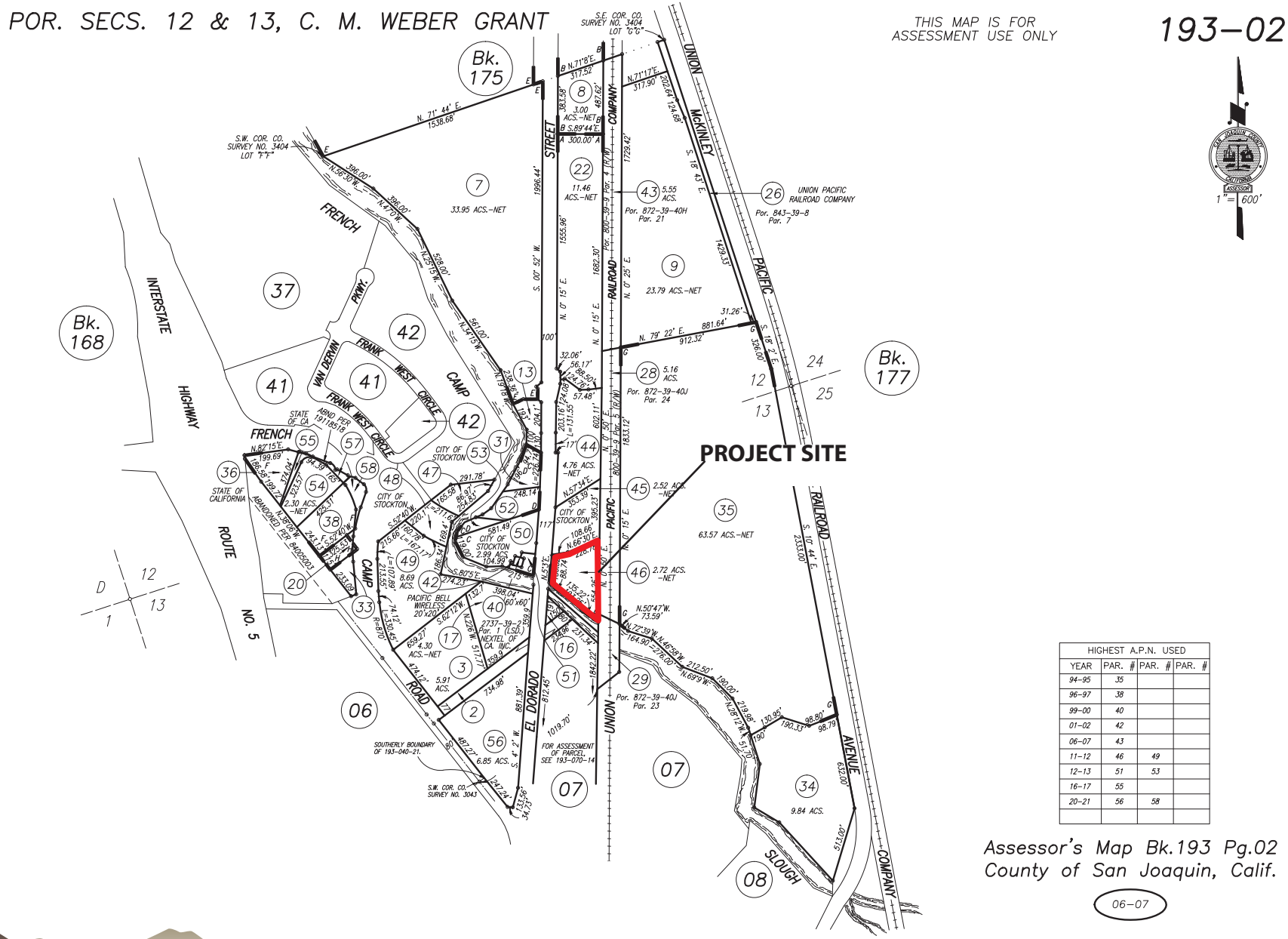
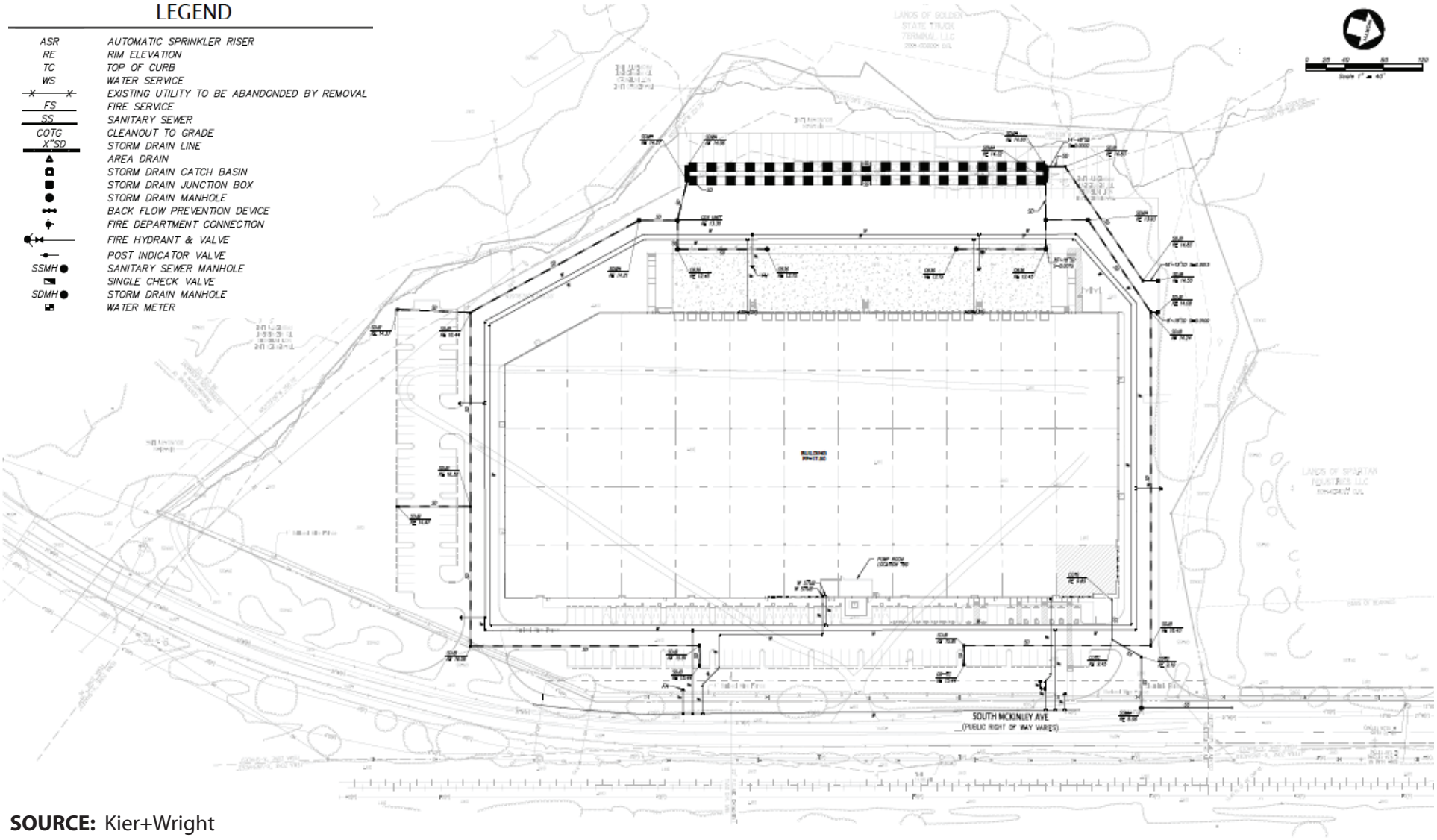


Figure 5
ASSESSOR PARCEL MAP

SOURCE: HPA Architecture

Figure 6
CONCEPTUAL SITE PLAN



SOURCE: Kier+Wright

Figure 7
PRELIMINARY UTILITY PLAN

SOURCE: Kier+Wright

Figure 8
PROPOSED SEWER EXTENSION

LAFC __-25

_____

TO THE CITY OF STOCKTON

EXHIBIT "A" - Annexation Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO REVOCABLE TRUST RECORDED MARCH 22, 2024 AS INSTRUMENT NO. 2024-024121, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND A PORTION OF PARCEL THREE OF THE TRUST TRANSFER DEED RECORDED MARCH 30, 2016 AS INSTRUMENT NO. 2016-035593, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND A PORTION OF SOUTH MCKINLEY AVENUE AND A PORTION OF THE UNION PACIFIC RAILROAD(FORMERLY WESTERN PACIFIC RAILROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE WEST LINE OF MCKINLEY AVENUE WITH THE CENTERLINE OF AN UNNAMED SLOUGH, WHICH EXTENDS EASTERLY FROM THE FRENCH CAMP SLOUGH AS SHOWN ON THE MAP OF SURVEY FILED FOR RECORD IN BOOK 31 OF SURVEYS, PAGE 77, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID DEED (2024-024121) AND BEING ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH MCKINLEY AVENUE;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE NORTH 79° 16' 00" EAST, 136.00 FEET TO THE EAST LINE OF SAID UNION PACIFIC RAILROAD.

THENCE ALONG SAID EAST LINE OF THE UNION PACIFIC RAILROAD SOUTH 10° 44' 00" EAST, 1441.45 FEET TO THE INTERSECTION WITH THE EXTENTION OF THE SOUTHWESTERLY LINE OF SAID DEED (2024-024121);

THENCE ALONG SAID SOUTHWESTERLY EXTENTION AND SOUTHERLY AND WESTERLY LINES OF SAID DEED (2024-024121) FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 53° 39' 06" WEST, 845.17 FEET,
2) NORTH 29° 16' 34" WEST, 185.33 FEET,
3) NORTH 55° 56' 40" WEST, 221.79 FEET,
4) NORTH 02° 55' 39" EAST, 270.60 FEET, AND
5) NORTH 09° 16' 08" WEST, 200.22 FEET TO THE NORTHERLY LINE OF SAID DEED (2024-024121);

THENCE ALONG SAID NORTHERLY LINE FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 61° 04' 00" EAST, 108.00 FEET,
2) NORTH 58° 59' 00" EAST, 130.95 FEET,
3) SOUTH 72° 27' 00" EAST, 190.33 FEET,
4) NORTH 68° 27' 00" EAST, 98.80 FEET, AND

5) NORTH 67° 36' 00" EAST, 98.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 760,456 SQUARE FEET OR 17.4577 ACRES, MORE OR LESS.

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT (GOVERNMENT CODE SECTION 66410) AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

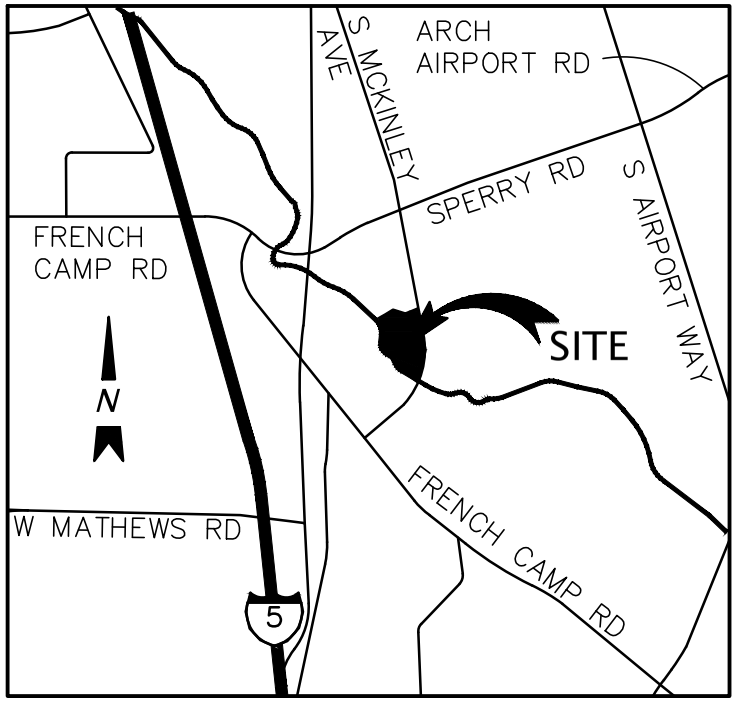
EXHIBIT "B" A PLAT IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

_____ 6/10/2025_____

KC J. KELLER, P.L.S. 9731 DATE



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION.
FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

DATED THIS _____ DAY OF_____ , 2025.

DRAFT

KC JAMES KELLER P.L.S. NO. 9731

PROFESSIONAL LAND SURVEYOR
KC J. KELLER
No. 9731
STATE OF CALIFORNIA

BASIS OF BEARINGS

THE BEARING OF SOUTH 13° 22' 54" EAST TAKEN ON THE MONUMENT LINE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON JULY 13, 2020, IN BOOK 39 OF MAPS AT PAGE 185, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

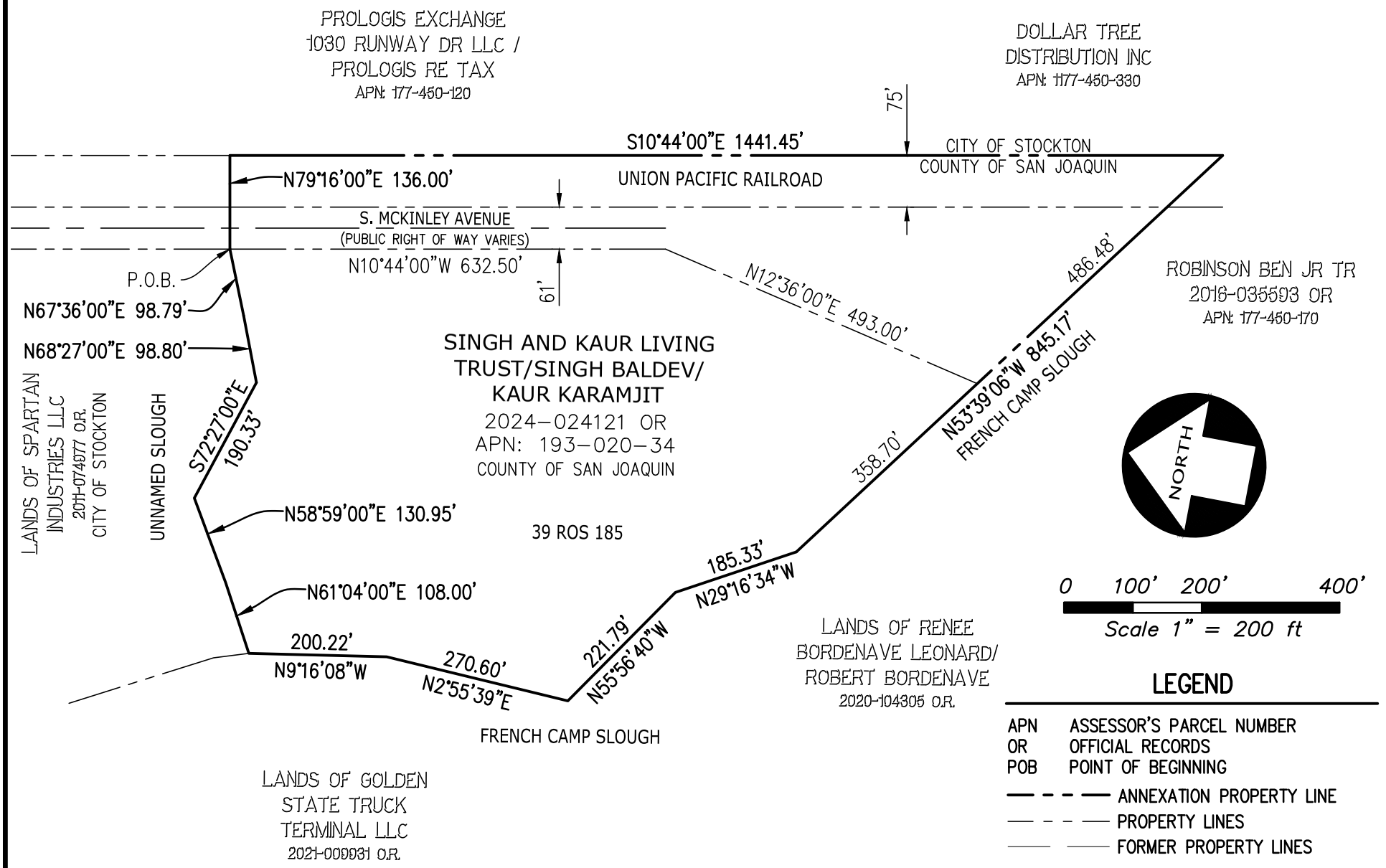
KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT "B" - ANNEXATION PLAT
LAFC __ - 25

TO THE CITY OF STOCKTON
SAN JOAQUIN COUNTY CALIFORNIA

DATE	JUNE, 2025
SCALE	NTS
BY	KJK
JOB NO.	A22058
SHEET	1 OF 2

EXHIBIT 2



KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT "B" - ANNEXATION PLAT
LAFC __ - 25

TO THE CITY OF STOCKTON
SAN JOAQUIN COUNTY CALIFORNIA

DATE	JUNE, 2025
SCALE	1" = 200'
BY	KJK
JOB NO.	A22058
SHEET	2 OF 2

Parcel Map Check Report

Prepared by Kier & Wright
Date: 6/9/2025

Parcel Name: ANNEXATION AREA

North:12,871.9265'	East:13,669.0773'
Segment# 1: Line	
Course: N79°16'00"E	Length: 136.00'
North: 12,897.2549'	East: 13,802.6979'
Segment# 2: Line	
Course: S10°44'00"E	Length: 1,441.45'
North: 11,481.0237'	East: 14,071.1510'
Segment# 3: Line	
Course: N53°39'06"W	Length: 845.17'
North: 11,981.9499'	East: 13,390.4269'
Segment# 4: Line	
Course: N29°16'34"W	Length: 185.33'
North: 12,143.6083'	East: 13,299.7971'
Segment# 5: Line	
Course: N55°56'40"W	Length: 221.79'
North: 12,267.8099'	East: 13,116.0452'
Segment# 6: Line	
Course: N2°55'39"E	Length: 270.60'
North: 12,538.0567'	East: 13,129.8653'
Segment# 7: Line	
Course: N9°16'08"W	Length: 200.22'
North: 12,735.6625'	East: 13,097.6163'
Segment# 8: Line	

Course: N61°04'00"E
North: 12,787.9120'

Length: 108.00'
East: 13,192.1361'

Segment# 9: Line
Course: N58°59'00"E
North: 12,855.3889'

Length: 130.95'
East: 13,304.3625'

Segment# 10: Line
Course: S72°27'00"E
North: 12,797.9972'

Length: 190.33'
East: 13,485.8335'

Segment# 11: Line
Course: N68°27'00"E
North: 12,834.2877'

Length: 98.80'
East: 13,577.7271'

Segment# 12: Line
Course: N67°36'00"E
North: 12,871.9337'

Length: 98.79'
East: 13,669.0630'

Perimeter: 3,927.42'
Error Closure: 0.0160
Error North : 0.00712

Area: 760,455.73Sq.Ft.
Course: N63°28'34"W
East: -0.01427

Precision 1: 245,464.37

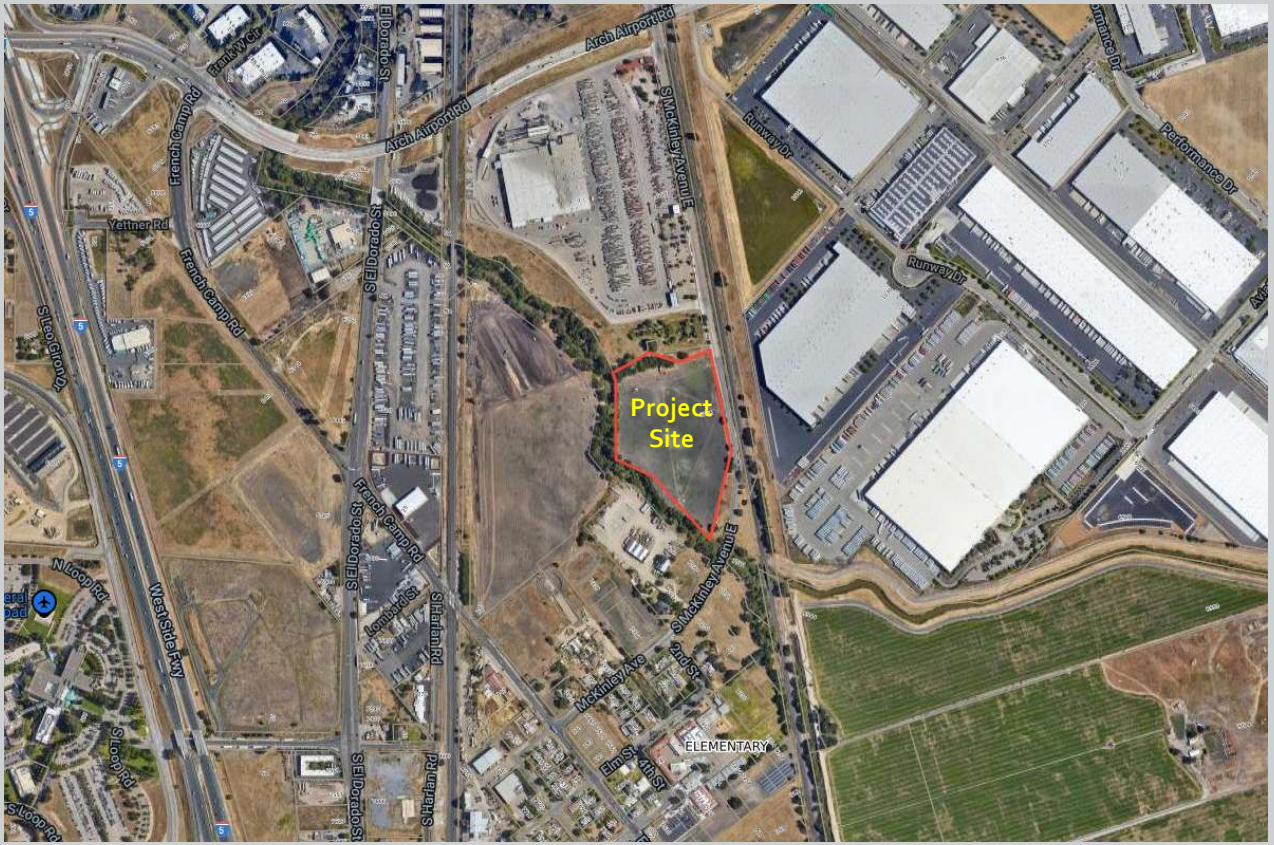
MITIGATED NEGATIVE DECLARATION & PREZONING REQUESTS FOR A PROPOSED INDUSTRIAL DEVELOPMENT AT 6505 SOUTH MCKINLEY AVENUE (APN 193-020-34)

City Council Meeting
Agenda Item 16.1
July 15, 2025

LOCATION

6505 S McKINLEY AVE

The Project site is located just south of Arch Airport Road, due west of I-5.



GENERAL PLAN & ZONING

GENERAL PLAN

Designation of Industrial, which supports Industrial land uses.

ZONING

No current zoning. Site will be pre-zoned to Industrial, Limited (IL) zoning.

PROJECT ENTITLEMENTS

PC Approval

- Design Review Approval for New Construction
- PC Recommendations to City Council for Annexation and CEQA Document
- 3/27/25 PC Hearing
- 4/10/25 Approved with Conditions of Approval

City Council Consideration

- CEQA Document
- Pre-Zoning of Site to IL
- City Services Plan and Filing Application for Annexation into City

LAFCo Consideration

- LAFCo Hearing
- Site is Annexed into City of Stockton

PREZONING

- PROJECT SITE HAS NO CITY ZONING
  Proposal is for Industrial, Limited (IL) Zoning

- PROJECT IS CONSISTENT WITH THE GENERAL PLAN
  General Plan designation is Industrial, and IL Zoning is consistent with this designation.

- PC RECOMMENDATION TO CITY COUNCIL
  The PC recommended approval. With Council's approval, the application can be submitted to LAFCo for annexation to Stockton

ENVIRONMENTAL CLEARANCE

MITIGATED NEGATIVE DECLARATION

EVALUATES IMPACTS SUCH AS:

+ Biological Resources
+ Cultural Resources
+ Geology & Soils
+ Noise, etc.

NOTICE OF AVAILABILITY

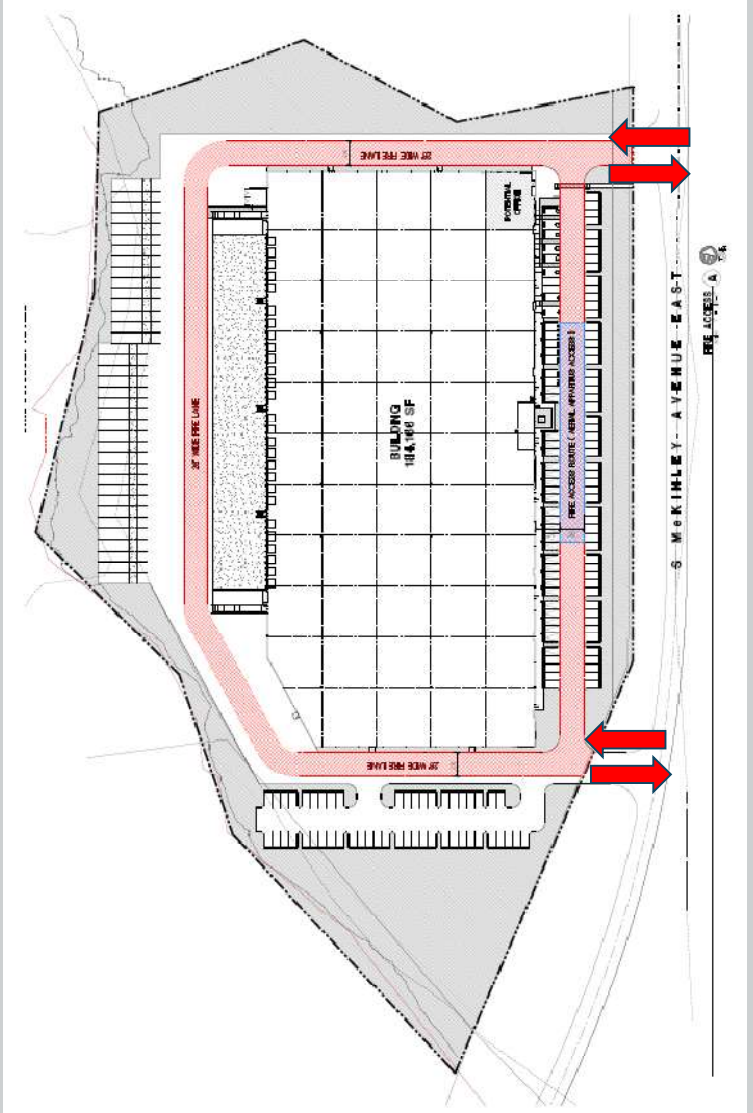
PUBLIC REVIEW OF THE DOCUMENT

+ Ran from August 30, 2024, through September 29, 2024
+ 3 Public Comments received

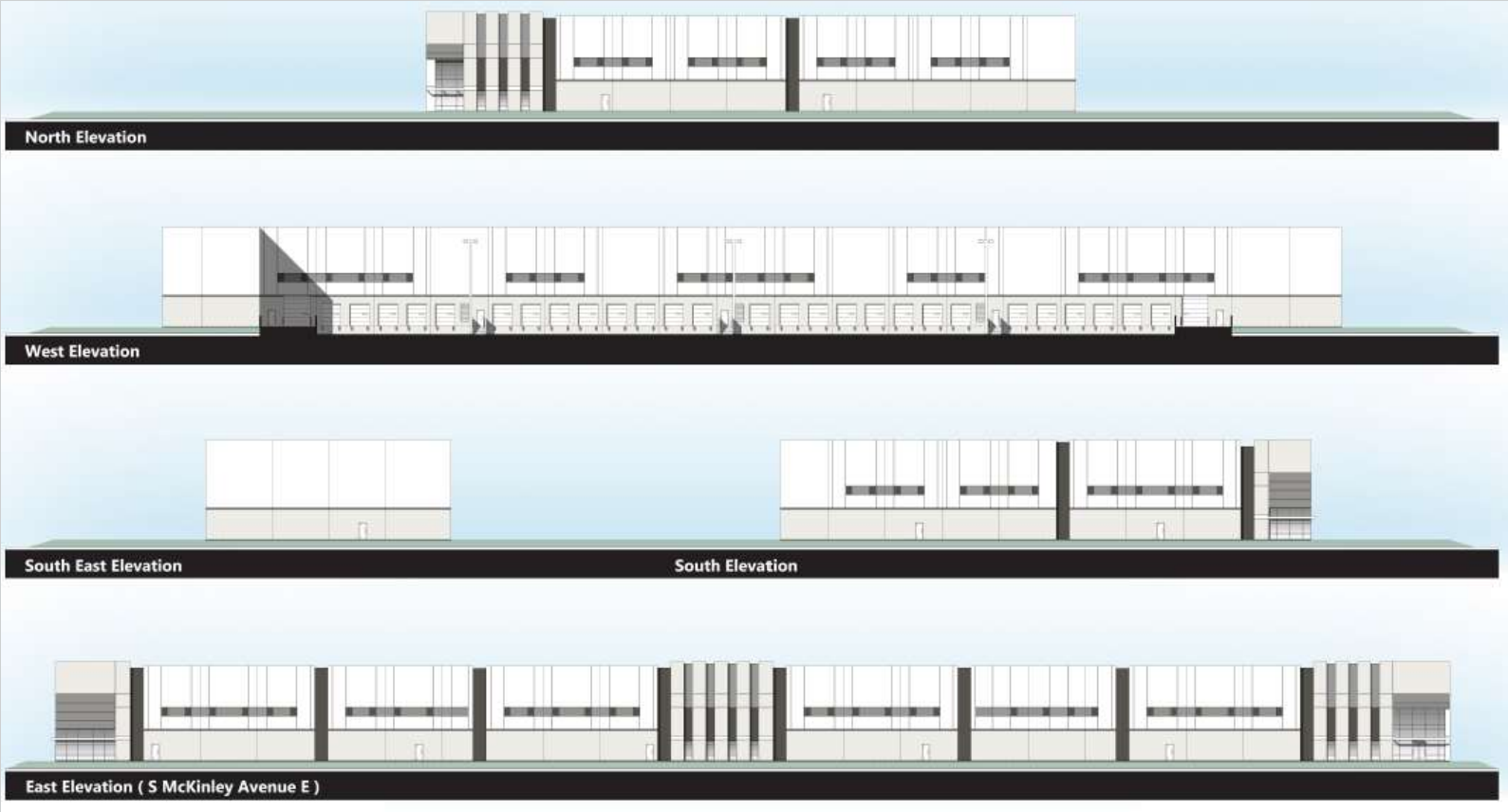
SITE PLAN

Includes:

+ 9.5 Acre Site
+ 184,166 SF Warehouse Building
+ 151 Parking Stalls (Guest & Employee)
+ 42 Truck Trailer Parking Stalls
+ Landscaping throughout



BUILDING ELEVATIONS



PUBLIC COMMENTS

CEQA PROCESS

PUBLIC REVIEW OF THE DOCUMENT

- Posted from August 30, 2024 through September 29, 2024
- 3 Public Comments received

PLANNING COMMISSION HEARING

3/27/2025 Public Hearing

- Commission spoke to adopted Warehouse Ordinance applicability, applicability with AB 98, and additional mitigation measures

4/10/2025 Public Hearing

- Project approved with added conditions for perimeter trees and truck idling

NOTICING

Noticed in the Record and mailers – 5/15/2025

RECOMMENDATION

- **Adopt a Resolution** — Certifying a Mitigated Negative Declaration for the Project
- **Adopt an Ordinance** — For the Pre-zoning of Assessors Parcel Number 193-020-34 to Industrial, Limited (IL)
- **Adopt a Resolution** — Authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission
- **Authorize the City Manager** — To take appropriate and necessary actions to carry out the purpose and intent of the approved resolutions and ordinance

File #: 25-0384, **Version:** 1

REQUEST FOR ANNEXATION AND PREZONING FOR A PROPOSED 217 LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT (MURRAY RANCH) AT 2560 HALL AVENUE (APNS 173-030-110 & 173-040-750) (P23-0346)

RECOMMENDATION

It is recommended that the City Council:

1. Find no further environmental review is necessary under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning);

2. Adopt an ordinance for the Prezoning of APNs 173-030-11 and 173-040-75 to Residential, Low (RL),

3. Adopt a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission; and

4. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the approved resolutions and ordinances.

Summary

Tim Lewis Land Group LP (Applicant) proposes to develop a single-family residential project, also known as “Murray Ranch”, on two (2) vacant parcels totaling approximately 37.4-acres, located in the vicinity south of East Charter Way and South Golden Gate Avenue (Project). The Project site is currently in unincorporated San Joaquin County and the Applicant is requesting annexation into the City of Stockton limits that currently abut the Project site. Annexation would provide the applicant with the benefit of receiving municipal sanitary sewer and sanitary storm utilities and urban services from the Stockton Fire, Police, Public Works and other Departments.

The Project application includes: a Vesting Tentative Map to subdivide the existing parcels into 217 single-family lots ranging from 3,211 to 11,165 square feet (SF) in size, and provide additional common-area lots for landscaping, stormwater basins, and open space, a Planned Development Permit, Heritage Tree Removal Permit, a Waiver and Prezoning to Residential, Low Density and authorization for Annexation.

The Development Code identifies the Planning Commission as the review authority for the requested Vesting Tentative Map, Planned Development Permit, Waiver, and Heritage Tree Removal, and is a recommending body for City Council’s consideration of the prezoning. The Planning Commission does not have decision-making authority over the annexation request, as this requires a

recommendation by the Development Review Committee.

On April 11, 2025, the Planning Commission approved the Vesting Tentative Map, Planned Development Permit, Waiver, and Heritage Tree Removal Permit, which are in compliance with the Stockton Municipal Code (SMC). The Planning Commission also recommended that the City Council adopt an ordinance for prezoning of the site to Residential, Low Density (RL). Additionally, on January 21, 2025, the Development Review Committee (DRC) reviewed the application and recommended approval to the City Council. The Vesting Tentative Map, Planned Development Permit, Waiver, Heritage Tree removal, and prezoning, will only take effect upon City annexation.

The Project furthers General Plan policies aimed at prioritizing development of vacant, underutilized, and blighted infill areas (Policy LU-6.2) and, Goal and Policy, HE-2: Provide a range of housing types, densities, designs, and meet existing and Projected housing needs for all economic segments of Stockton. The Project is compliant with applicable development standards within Stockton Municipal Code Title 16 (Development Code), with approval of a Waiver and Planned Development Permit request.

Staff and the Planning Commission recommend the City Council approve the CEQA environmental determination and prezoning of the Project site to Residential, Low Density, which is consistent with the 2040 General Plan Land Use Map designation of Low Density Residential. Further Staff and the Development Review Committee recommend authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission (LAFCo).

DISCUSSION

Background

The subject site consists of two (2) vacant parcels identified as Assessor's Parcel Numbers (APNs) 173-030-11 and 173-040-75, which are in the general vicinity south of the intersection of East Charter Way and South Golden Gate Avenue (Attachment A - Aerial Photo). APN 173-030-11 has an address of 2560 Hall Avenue and is approximately 28.56 acres. APN 173-040-75 has an address of 2530 East Section Avenue and is approximately 8.84-acres. The overall Project site is approximately 37.4-acres.

The site is bound to the:

- North by mostly vacant land and several single-family residential homes and accessory structures in lands within the County of San Joaquin with a zoning designation of AU-20; and

- South by an established low density single-family neighborhood zoned Residential, Low (RL), lands set aside for a future park zoned Open Space (OS) and vacant lands within the County of San Joaquin with a zoning designation of AU-20; and

- East by railroad tracks and vacant land within the County with a zoning designation of AU-20, and single-family homes also within the County with a zoning designation of R-L; and

- West by single-family homes in the County of San Joaquin with a zoning designation of R-L.

The General Plan Land Use designation for the entirety of the Project site is Low Density Residential (Attachment B - General Plan Land Use Map). Since the site is currently located in the jurisdiction of San Joaquin County, City of Stockton zoning has not been established. With City Council's approval, the site will be prezoned to Residential, Low (RL) Density zoning, which is consistent with the existing General Plan designation and will take effect when the site is officially annexed into the City of Stockton. The surrounding zoning is predominantly Residential, Low Density as shown in Attachment C - Zoning Map.

Project Description

On December 14, 2023, Tim Lewis Land Group LP filed a development application for all required entitlements, including a Vesting Tentative Map, Planned Development Permit, Waiver, and Heritage Tree Removal permit, to establish a proposed residential subdivision development located at the northern terminus of Madrid Drive, which has access to Farmington Road and Juliet Road. This proposed development has been named "Murray Ranch."

The overall Project proposes to subdivide the two (2) existing parcels into 217 single-family residential lots, as well as common area lots for a .14-acre park, .87 acres for open space and 2.06 acres for an infiltration basin to manage stormwater. The Project proposes three (3) different residential lot sizes to provide for variation in home sites; 78 lots will be approximately 45'x80' in size, 49 lots will be approximately 50'x90' in size, and the remaining 90 lots will be approximately 50'x95' in size.

Access to the proposed development would entail extending public streets that were intentionally stubbed to the Project site as part of earlier approved subdivisions to connect when future surrounding development occurs. Existing streets to be extended into the Project site are proposed from the south including Brigham Street, Madrid Drive, and Daniellie Drive that are in the Stockton City limits. These streets serve existing neighborhoods and have direct connections from Juliet Road to Mariposa Road, and from Madrid Drive to Farmington Road which is a signalized intersection. Further, Hall Avenue is currently stubbed on the western boundary of the Project site and a new connection is proposed to provide for complete circulation for the area. Hall Avenue is currently under the jurisdiction of San Joaquin County and serves an existing neighborhood (Mariposa Heights).

Planning Commission Review Authority
The Project application includes a request for a Vesting Tentative Map, which vests the right to develop the property according to the approved plan, even if regulations changes later; a Planned Development Permit which provides flexibility with their lot sizes, lot widths, and setbacks; a Waiver to enable their Project to deviate from the net density (dwelling units/per acre) requirement allowed by the Development Code for parcels with Residential, Low Density zoning; and a Heritage Tree Removal permit. The Planning Commission is the Review Authority for these requests.

STAFF ANALYSIS

To develop the project, the City Council is asked to consider approval of annexation of the Project lands into the City of Stockton and adoption an ordinance for the Prezoning of APNs 173-030-11 and 173-040-75 to Residential, Low Density (RL). Each request and staff analysis are provided below.

Annexation

The Project site is presently located within the jurisdiction of San Joaquin County and is located within the City's Sphere of Influence. The Applicant has requested annexation of the Project site into the City of Stockton and is shown in Attachment D - Annexation Map.

If the annexation request is approved by City Council, the City Manager will be authorized to file an annexation application with the San Joaquin Local Agency Formation Commission (LAFCo).

Development Review Committee

Per SMC 16.212.050(C)(1) the Development Review Committee (DRC) is required to review the Annexation request and forward a recommendation to the Director. On January 30, 2025, the DRC reviewed the Project merits and recommended approval of the Project to the Director.

Prezoning

Since the Project site is presently located within an unincorporated area of the County of San Joaquin, annexation must occur and be preceded by "Prezoning" through a Zoning Map Amendment. The Project, therefore, includes a request to Prezone the site to Residential, Low (RL) zoning (Attachment E - Prezoning Description and Map).

The 2040 General Plan Land Use Map designates the project site as Residential. Pursuant to Table 2 -1 (General Plan Relationship to Development Code) of the General Plan, the RL Zone is compatible with the General Plan Land Use designation of Residential. As reflected in the attached Proposed Ordinance, all necessary findings can be made to support the proposed Prezone action. Upon approval of the Annexation by the San Joaquin Local Agency Formation Commission (LAFCo), the Zoning Map Amendment would become effective and applicable.

Environmental Clearance

Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183, states that "…(P)rojects which are consistent with… general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project."

The proposed Project is consistent with the adopted Envision Stockton 2040 General Plan and which was evaluated in its certified EIR (SCH# 2017052062). The City Council certified the 2040 General Plan EIR and adopted the 2040 General Plan on December 4, 2018. The Project is also consistent with the applicable General Plan designation and all applicable General Plan policies. Finally, there are no Project specific significant effects related to traffic, noise, air quality, or water quality; and the Project site has no apparent value as a habitat for endangered, rare, or threatened species. Thus, the Project does not result in project-specific effects which are peculiar to the Project, and the Project does not require further environmental review under CEQA.

Future Review: Design Review

SMC Section 16.120.020(A)(1) requires Design Review approval for new single-family tract development in a subdivision of (5) or more parcels, subject to the design standards located in Section 3.01 (Single-Family Design Standards for New Tract Development) of the Citywide Design Guidelines Manual.

There is no proposed architecture at this time, however the Project will need to comply with the SMC requirements and Citywide Design Guidelines. A Condition of Approval was added to the Vesting Tentative Map resolution that requires future Project architecture to go through the City's Design Review process.

PLANNING COMMISSION HEARING

On April 10, 2025, the Planning Commission held a public hearing to consider the proposed Project request for approval of a Vesting Tentative Map, Planned Development, Waiver, and Heritage Tree Removal, and a recommendation that the City Council approve prezoning of the site to Residential, Low Density based on recommended findings provided in the City staff report.

Many residents residing or having interest in Hall Avenue attended the Planning Commission hearing to express their concerns in opposition to the Project, specifically citing concerns with increased traffic along Hall Avenue, concerns with biological resources, tribal cultural resources, and the process by which they received notice of the Planning Commission hearing. For clarification, due to the SMC 300' foot public hearing noticing requirement from the Project site boundary, only a small portion of the residences on Hall Avenue received a meeting notice.

After hearing public testimony from the applicant and general public, the Planning Commission voted 6-0, to approve the Vesting Tentative Map, Planned Development, Waiver, and Heritage Tree Removal requests, and a recommendation that the City Council approve Prezoning for the site to Residential, Low Density. Further, the Planning Commission's approval included a condition that the public hearing notice for the City Council hearing be sent to all residences on Hall Avenue at a minimum 20 days prior to the meeting.

NEIGHBORHOOD MEETING

In accordance with SMC 16.88.025, a neighborhood meeting was held by the Applicant on May 7, 2025, and attended by City staff and residents in the area. The purpose of the meeting was to inform nearby residents and interested parties about the development and answer any questions they may have.

The majority of those in attendance resided on, or had interest in, Hall Avenue. Many of the residents cited their concern with the Project, stating that their "neighborhood will be gone forever" and that "closing off Hall Avenue is the only solution and the only option they would entertain." Another resident stated concerns with heavy truck traffic driving down Hall Avenue and that it would "ruin the foundation of her home." Other attendees wanted assurances that the park would be built with the project, as the proposed City Park at the terminus of Madrid Drive was never constructed. Another attendee stated that they wanted a traffic signal at Juliet Road and Mariposa Road.

The Applicant has had additional dialogue with the County Supervisor's Office, and County Public Works Department, regarding the neighborhood meeting and the concerns raised to come up with mutually beneficial solutions. The Applicant has also initiated additional correspondence with the neighbors along Hall Avenue to continue the dialogue.

PUBLIC COMMENTS

The Planning Commission requested that notice for the City Council public hearing be published in The Record and mailed out to all residents within the 300' buffer per SMC 16.88.003, as well as all owners on Hall Avenue, 20 days in advance of the City Council hearing.

The Project notice was published in The Record on June 25, 2025, and mailed notice was sent to all property owners within a 300-foot radius, as well as those owning property along Hall Avenue and Learned Avenue, 20 days prior to the City Council hearing. As of the writing of this staff report, no written comments have been submitted.

FINANCIAL SUMMARY

Approval of the project, and subsequent development, would provide the City's General Fund with additional revenue collected through property taxes.

Attachment A - Location Map and Aerial Photo
Attachment B - General Plan Land Use Map
Attachment C - Zoning Map
Attachment D - Annexation Map
Attachment E - Prezoning Description and Map

Location Map and Aerial Photo

February 27, 2025

Property Information

Property ID	17303011-119029
Location	2560 HALL AV
Owner	PELOWSKI ROBERT & PELOWKSI BARBARA TR

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

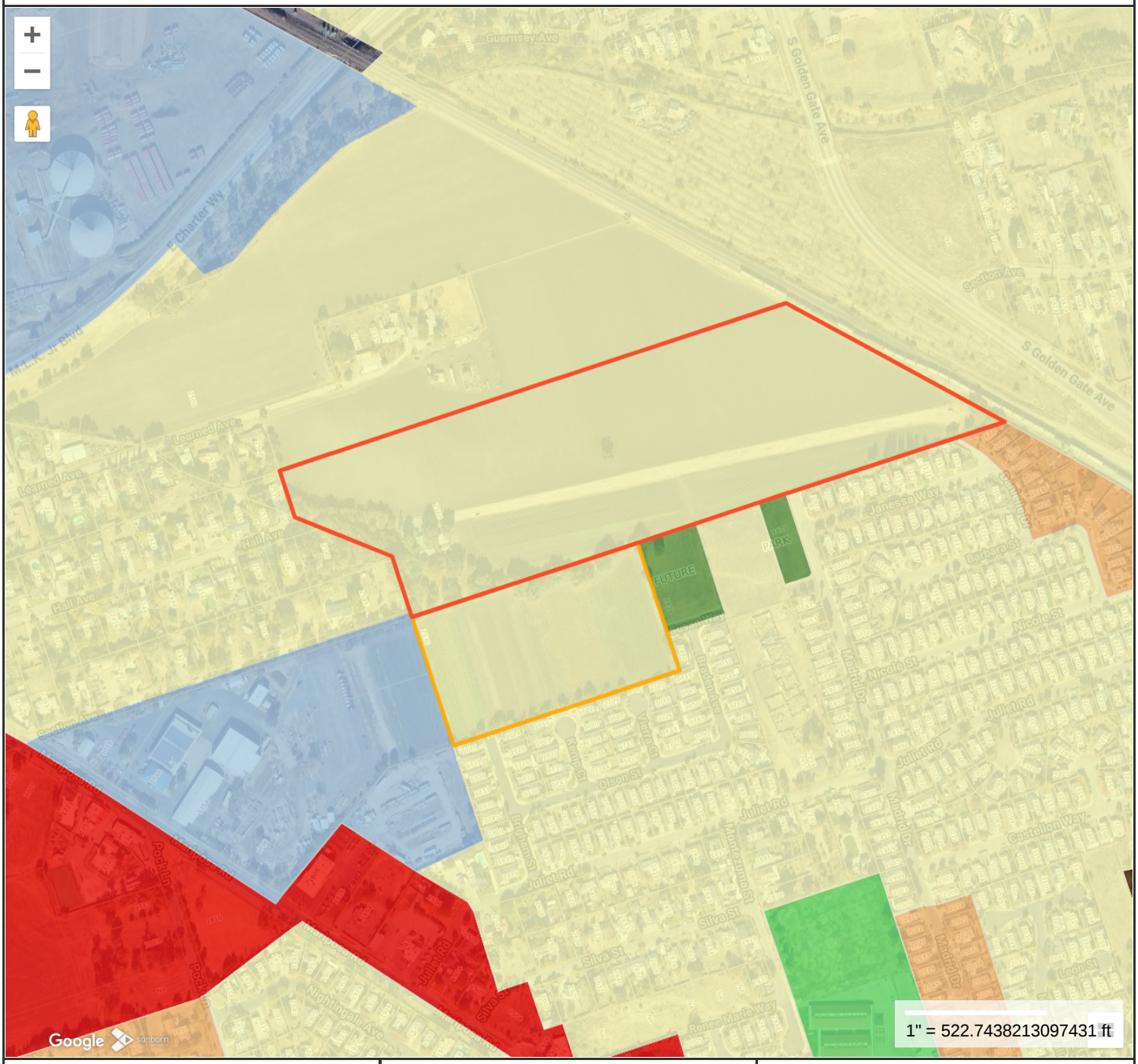
City of Stockton, CA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/03/2023
Data updated 05/01/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

General Plan Land Use Map

February 27, 2025



Property Information

Property ID	17303011-119029
Location	2560 HALL AV
Owner	PELOWSKI ROBERT & PELOWKSI BARBARA TR

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

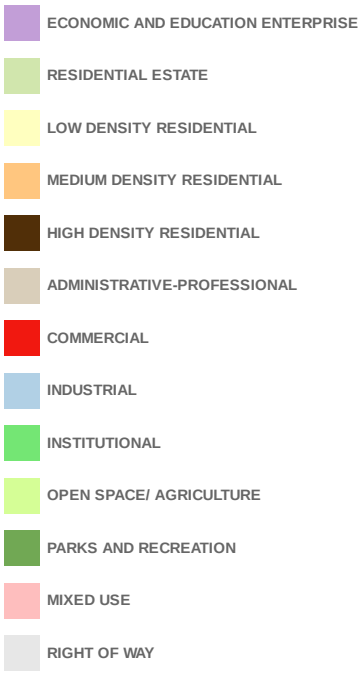
City of Stockton, CA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/03/2023
Data updated 05/01/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Map Theme Legends

General Plan Map



City of Stockton GIS data

Zoning Map

February 27, 2025

Property Information

Property ID	17303011-119029
Location	2560 HALL AV
Owner	PELOWSKI ROBERT & PELOWKSI BARBARA TR

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

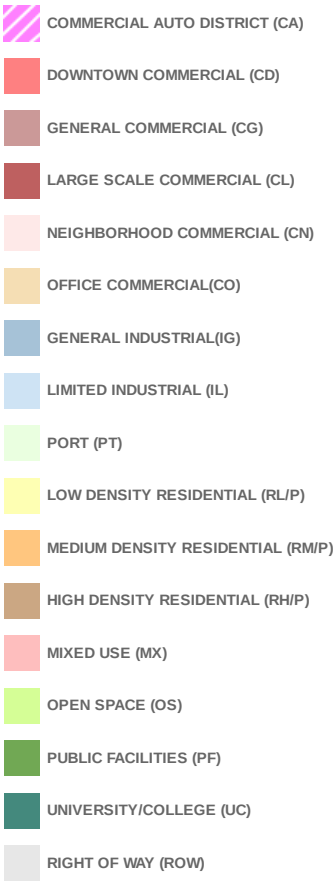
City of Stockton, CA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/03/2023
Data updated 05/01/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Map Theme Legends

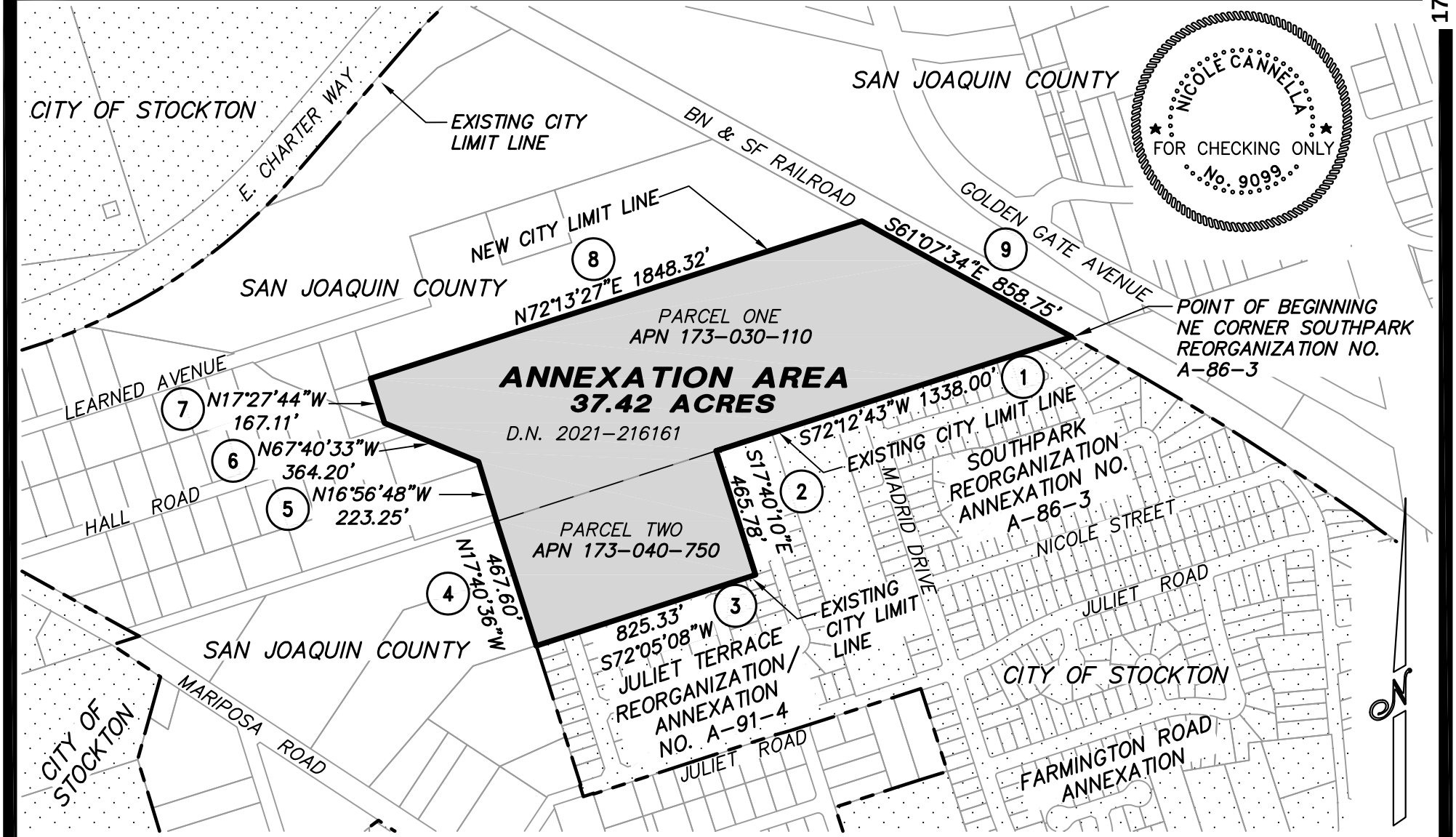
Zoning



City of Stockton, CA Zoning Data

ATTACHMENT D

1783



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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

MURRAY RANCH REORGANIZATION
TO THE CITY OF STOCKTON
(LAFC _____)

JOB NO:	J21-2781
SCALE:	1"=500'
DR BY:	NC
FILE:	21-2781 murry ranch annexation base.dwg
DATE:	May 28, 2024

EXHIBIT "A"

LAFC _____

MURRAY RANCH REORGANIZATION TO THE CITY OF STOCKTON

Being all of Parcels One and Two as described in the Corrective Grant Deed to Douglas Glen Murray and Jean Martin Murray, Co-Trustees of the Douglas Glen Murray and Jean Martin Murray Revocable Family Trust dated December 29, 2021, recorded as Document No. 2021-216161, San Joaquin County Records, situate in a portion of the South Half of Section 45 and the North Half of Section 46 of the C.M. Weber Grant, "El Rancho del Campo de los Franceses", being more particularly described as follows:

BEGINNING at the Northeasterly corner of the Southpark Reorganization & Annexation No. A-86-3, recorded on January 22, 1987, as Instrument No. 87006507, San Joaquin County Records, said point being the Southeasterly corner of said Parcel One, said point being also on the Southwesterly line of the Burlington Northern & Sante Fe (BN&SF) railroad right of way (100 feet wide); thence

1. Along the Southerly line of said Parcel One, being also the existing Stockton City Limit Line, South 72°12'43" West 1338.00 feet to the Northeasterly corner of said Parcel Two, said point being also the most Northwesterly corner of the Juliet Terrace Reorganization / Annexation No. A-91-4, recorded on January 17, 1992, as Instrument No. 92006543, San Joaquin County Records; thence
2. Along the Westerly line of said Juliet Terrace Annexation, being also the Easterly line of said Parcel Two and said existing City Limit Line, South 17°40'10" East 465.78 feet to the Southeasterly corner of said Parcel Two; thence
3. Along the Northerly line of said Juliet Terrace Annexation, being also the Southerly line of said Parcel Two, and said existing City Limit Line, South 72°05'08" West 825.33 feet to the Southwesterly corner of said Parcel Two; thence
4. Leaving said existing City Limit Line and along the Westerly line of said Parcel Two, North 17°40'36" West 467.60 feet to the Southwesterly corner of said Parcel One; thence
5. Along the Westerly line of said Parcel One, North 16°56'48" West 223.25 feet; thence
6. Continuing along said Westerly line, North 67°40'33" West 364.20 feet; thence
7. Continuing along said Westerly line, North 17°27'44" West 167.11 feet to the Northwesterly corner of said Parcel One; thence
8. Along the Northerly line of said Parcel One, North 72°13'27" East 1848.32 feet to the Northeasterly corner of said Parcel One, said point being also on the Southwesterly line of said BN&SF Railroad right of way; thence
9. Along the Easterly line of said Parcel One, being also said Southwesterly line of said BN&SF Railroad right of way, South 61°07'34" East 858.75 feet to the point of beginning.

Containing 37.42 Acres, more or less

SUBJECT TO all easements and/or rights-of-way of record.

This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes.

_____

Nicole Cannella, P.L.S. 9099

MURRAY RANCH
PREZONE EXHIBIT

JUNE, 2022

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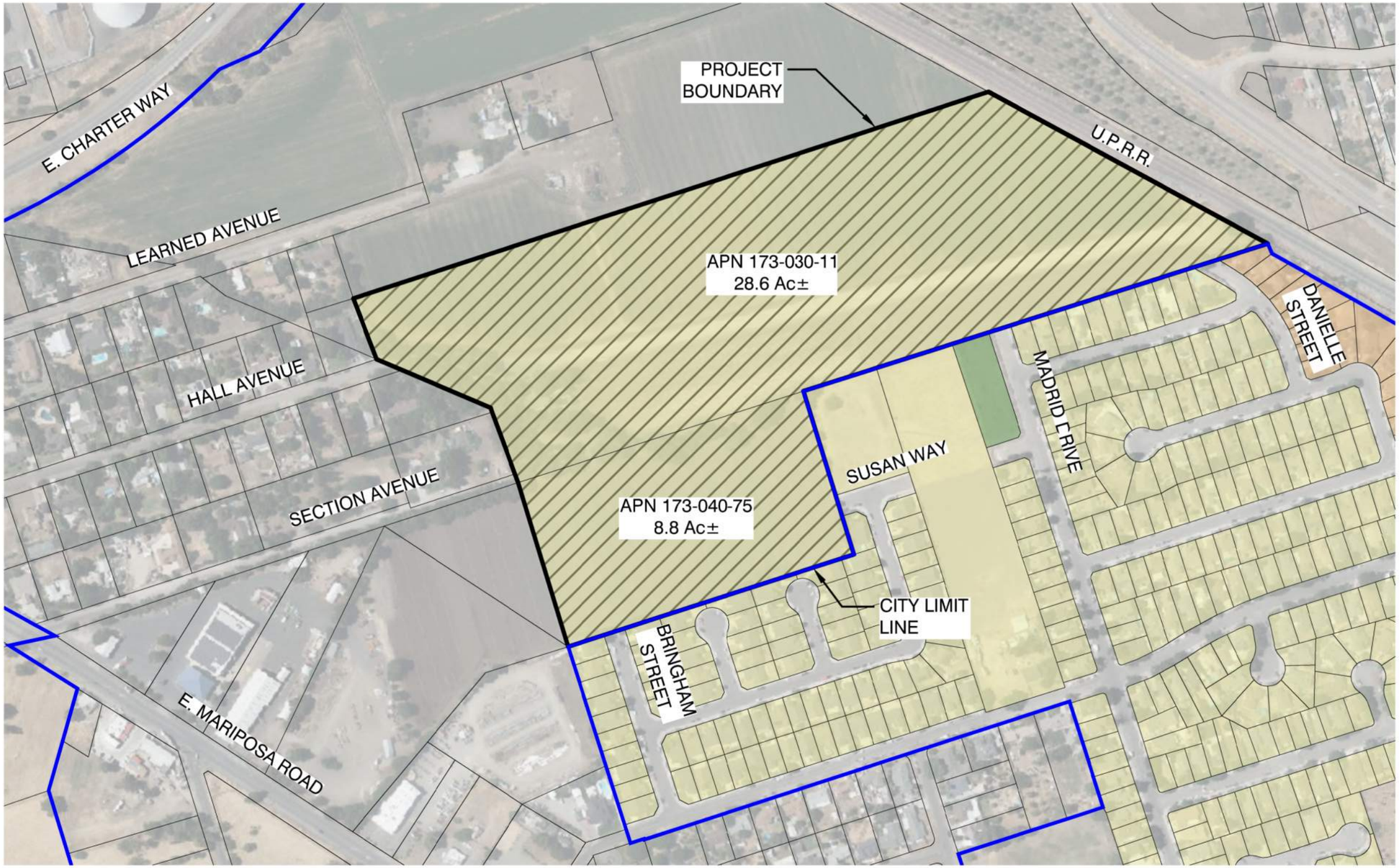

LEGEND

COLOR	PROPOSED ZONING
	RESIDENTIAL, LOW DENSITY
	RESIDENTIAL, LOW DENSITY WITH PD OVERLAY
	RESIDENTIAL, MEDIUM DENSITY
	PUBLIC FACILITIES

N

300 150 0 300

1" = 300'

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ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE RELATED TO THE "ZONING MAP," IN SECTION 16.16.030 OF THE STOCKTON MUNICIPAL CODE, TO PREZONE AND ZONE PROPERTIES TO RESIDENTIAL, LOW (RL) ZONING LOCATED AT APNS 173-030-110 AND 173-040-750 (APPLICATION NO. P23-0125)

On December 8, 2023, the applicant, Tim Lewis Land Group LP, submitted a request to Prezone Assessor's Parcel Numbers (APNs) 173-030-110 and 173-040-750 to Residential, Low (RL) Zoning for the purposes of future residential development. The legal parcels total approximately 37.4 acres and would be developed with single-family homes and open space; and

On March 27, 2025, the Planning Commission held a duly noticed public hearing, pursuant to Stockton Municipal Code (SMC) Chapter 16.88, to consider the proposed Prezoning, at which all times all interested parties had the opportunity to be heard; and

At the March 27, 2025, public hearing, and prior to acting on this request, the Planning Commission considered and recommended approval of the Prezoning by the City Council; and

On July 15, 2025, the City Council held a duly noticed public hearing, pursuant to Stockton Municipal Code (SMC) Chapter 16.88, to consider the proposed Prezoning, at which all times all interested parties had the opportunity to be heard; and

At the July 15, 2025, public hearing, and prior to acting on this request, the City Council approved Prezoning of Assessor's Parcel Numbers (APNs) 173-030-110 and 173-040-750; now, therefore,

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

SECTION I. FINDINGS AND INTENT

Pursuant to SMC Section 16.116.050(B)(1) and (3), Mandatory Findings of Fact for All Amendments, all of the following findings of fact, as applicable to this type of amendment, shall be made to approve an amendment:

A. The proposed Prezoning action ensures and maintains internal consistency with the general land uses, objectives, policies, programs, and actions of all elements of the General Plan on balance. The 2040 General Plan Land Use Map designates the subject site Residential. Pursuant to Table 2-1 (General Plan Relationship to Development Code) of the General Plan, the RL Zone is compatible with the General Plan Land Use Map designation of Residential.

B. The proposed Prezoning action would not create any inconsistencies with SMC Title 16 (Development Code) since it pertains to the Zoning Map only. The text of

Title 16 (Development Code) would remain unchanged under this action.

C. The project is consistent with the 2040 General Plan Land Map designation of Low Density Residential applicable to the site. The project also furthers General Plan policies aimed at prioritizing development of vacant, underutilized, and blighted infill areas (Policy LU-6.2). All of this is accomplished in a development proposal that is compliant with applicable development standards within SMC Title 16 (Development Code) and the proposed Planned Development Permit request.

D. The Project site is physically suitable, including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints, for the requested zoning designation and anticipated residential land use development. The Project site is surround by residential uses to the south and west, and will utilize existing roadway connection points for access to and from the site. Utilities are readily available in existing connections in the immediate vicinity.

SECTION II. PREZONING AND ZONING CLASSIFICATION

The City Council adopts this Ordinance for a Zoning Map Amendment, shown attached hereto as Exhibit 1, to Prezone of Assessor's Parcel Numbers 173-030-110 and 173-040-750, presently located in the County of San Joaquin, State of California, is hereby reclassified, upon annexation to the City of Stockton, to Residential, Low (RL) Zone.

SECTION III. SEVERABILITY

If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof had been deleted.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

_____
KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

MURRAY RANCH
PREZONE EXHIBIT

JUNE, 2022

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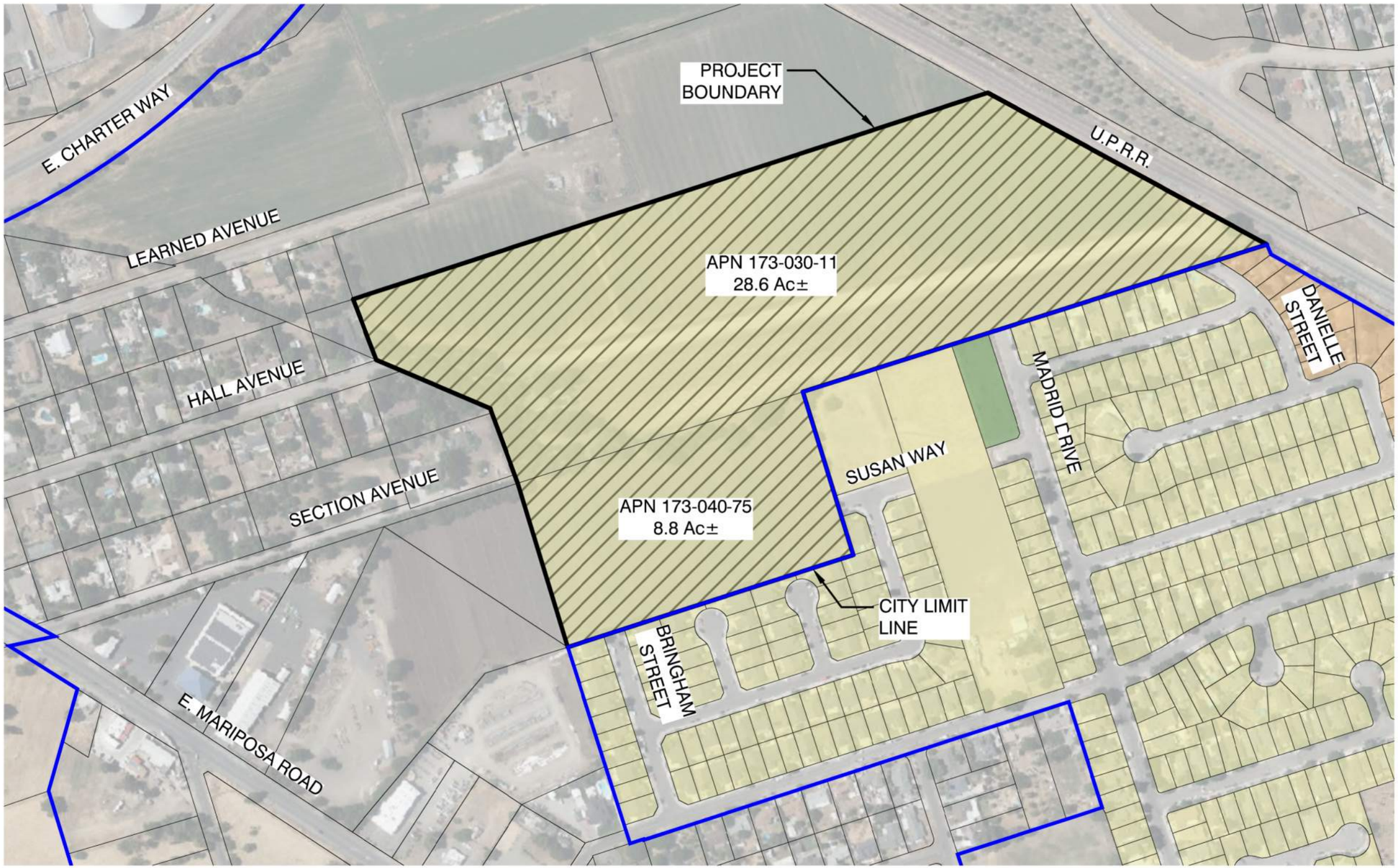

LEGEND

COLOR	PROPOSED ZONING
	RESIDENTIAL, LOW DENSITY
	RESIDENTIAL, LOW DENSITY WITH PD OVERLAY
	RESIDENTIAL, MEDIUM DENSITY
	PUBLIC FACILITIES

300 150 0 300

1" = 300'

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DWGNAME: F:\21-2781 Murray Ranch\Planning\Exhibits\Prezone Exhibit\Murray Ranch_Prezone Exhibit (2022_06-03).dwg

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL AGENCY FORMATIONCOMMISSION FOR THE ANNEXATION OF ASSESSOR'S PARCEL NUMBERS 173-030-110 AND 173-040-750, WITH RELATED CITY SERVICES PLAN (P23-0125)

On December 8, 2023, the applicant, Tim Lewis Land Group LP, submitted a request to Prezone Assessor's Parcel Numbers (APNs) 173-030-110 and 173-040-750 to Residential, Low (RL) Zoning for the purposes of future residential development. The legal parcels total approximately 37.4 acres and would be developed with single-family homes and open space; and

On March 27, 2025, the Planning Commission held a duly noticed public hearing, pursuant to Stockton Municipal Code (SMC) chapter 16.88, to consider the proposed Prezoning, at which all times all interested parties had the opportunity to be heard; and

At the March 27, 2025, public hearing, and prior to acting on this request, the Planning Commission considered and recommended approval of the Prezoning by the City Council; and

On July 15, 2025, the City Council held a duly noticed public hearing, pursuant to Stockton Municipal Code (SMC) chapter 16.88, to consider the proposed Prezoning, at which all times all interested parties had the opportunity to be heard; and

At the July 15, 2025, public hearing, and prior to acting on this request, the City Council approved Prezoning of Assessor's Parcel Numbers (APNs) 173-030-110 and 173-040-750; now, therefore,

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

I. Boundary Changes/Annexations:

Pursuant to Stockton Municipal Code Section 16.216.070(H)(2), the following findings of fact are made to support the annexation request:

a) The subject territory is located within the urban services area of the City, as shown in Exhibit 2: Prezone Map.

b) APNs 73-030-110 and 173-040-750 have been prezoned, as described above.

c) The subject territory is contiguous to the existing City limits, as shown in Exhibit 2: Prezone Map.

d) The proposed annexation does not split a line of assessment and includes a

future subdivision map application to ensure property ownership lines align with the City limit boundary established by the annexation. This finding is supported by San Joaquin County Local Formation Agency Commission Policy 10 (Definite and Certain Boundaries) which requires: (a) all boundaries shall be certain and conform to lines of assessment or ownership; and (b) acknowledgement by the City of Stockton that the Commission may impose a condition on the annexation requiring the recordation of a parcel map to avoid creating remnants of legal lots.

e) The proposal does not create islands or areas in which it would not be easy to provide City services. The subject territory includes lands located within or in immediate proximity to existing utilities. The proposal utilizes said services without creating a feature that may make their delivery difficult to other areas.

f) The 2040 General Plan Land Use Map designates the subject site as Low Density Residential. Pursuant to Table 2-1 (General Plan Relationship to Development Code) of the General Plan, the RL Zone is compatible with Low Density Residential General Plan Land Use Map designation.

The proposed annexation would further the following General Plan policy:

- Policy LU-6.2: Prioritize development and redevelopment of vacant, underutilized, and blighted infill areas.

Consistency of the annexation proposed with this policy is demonstrated through its ability to enable development of a new residential development on parcels that are in a vacant and contiguous location to the existing City limits.

II. Recitals

The following recitals are true and correct :

1. The proposed Project is consistent with the adopted Envision Stockton 2040 General Plan and its certified EIR (SCH# 2017052062), with City Council action taken on December 4, 2018. The Project is also consistent with the applicable general plan designation and all applicable general plan policies. Finally, there are no project-specific significant effects related to traffic, noise, air quality, or water quality; and the Project site has no apparent value as a habitat for endangered, rare, or threatened species.

2. The project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified. The Project is consistent with the General Plan density and implementing zoning as a residential project that conforms to the anticipated density and adopted development standards in the Municipal Code, with approval of a Waiver.

3. There are no project specific effects which are peculiar to the project or its site. The project is not located in an area with special consideration such as overlay zoning or items particular to the site. It is vacant land adjacent to the City boundary.

4. There are no project-specific impacts which the GPU EIR failed to analyze as significant effects. The adopted General Plan EIR analyzed the site as having a Residential land use designation, for which the proposed Project is compliant with in relation to anticipated impacts from a residential project of this size and nature.

5. There are no potentially significant off-site and/or cumulative impacts which the GPU EIR failed to evaluate. Because the adopted General Plan EIR evaluated the site as being residentially developed in the future, any technical analysis prepared, such as air quality and traffic, etc., evaluated a residential project at this location built to the maximum potential of the site. Therefore, there are no potentially significant off-site and/or cumulative impacts of said project.

6. There is no substantial new information which results in more severe impacts than anticipated by the GPU EIR. No new information has been presented which deviates from the residential development standards in the municipal code, or type of development project proposed. Therefore, no new impacts or more severe impacts are anticipated, requiring additional evaluation or an addendum to the adopted General Plan EIR.

7. The City Manager is authorized to file with the San Joaquin County Local Agency Formation Commission, as described in Exhibit 1 (City Services Plan), and Exhibit 2 (Prezone Map).

8. The San Joaquin County Local Agency Formation Commission is hereby requested to approve the above-noted annexation of territory to the City of Stockton as depicted on Exhibit 2.

9. 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 July 15, 2025.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton

EXHIBIT 1

ANNEXATION PLAN

FOR THE

MURRAY RANCH SUBDIVISION PROJECT

JUNE 10, 2025

Prepared for:

San Joaquin County Local Agency Formation Commission
509 West Weber Avenue, Suite 420
Stockton, CA 95203
(209) 468-3198

and

City of Stockton
345 N. El Dorado Street
Stockton, CA 95202

Prepared by:

De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
(916) 949-3231

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

ANNEXATION PLAN

FOR THE

MURRAY RANCH SUBDIVISION PROJECT

JUNE 10, 2025

Prepared for:

San Joaquin County Local Agency Formation Commission
509 West Weber Avenue, Suite 420
Stockton, CA 95203
(209) 468-3198

and

City of Stockton
345 N. El Dorado Street
Stockton, CA 95202

Prepared by:

De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
(916) 949-3231

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- Soils 6
- Justification for Approval 6

Residential Entitlement Matrix 11

City Services Plan 12

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MURRAY RANCH SUBDIVISION PROJECT –ANNEXATION PLAN

EXECUTIVE SUMMARY

Introduction

This Annexation Plan is designed to provide important background information to allow for a thorough justification of this annexation proposal and to ensure compliance with all San Joaquin Local Agency Formation Commission (LAFCo) rules and regulations and other all applicable regulatory requirements (including the California Government Code).

The City of Stockton (City) proposes to annex 2 parcels in an unincorporated area of San Joaquin County (County), totaling 37.4 acres. The proposed Project (hereinafter "Annexation Project") consists of a subdivision of land for the development of 217 single-family lots, four (4) open space/park lots, streets, and utilities. The entitlements requested include a Vesting Tentative Subdivision Map, Prezone to Residential, Low (RL) with a Planned Development (PD) overlay, and annexation into the City of Stockton. The Planned Development (PD) overlay is intended to allow for flexibility in design to vary building setbacks, lot sizes, and building coverages.

The Project site is within the City of Stockton's Sphere of Influence (SOI) but located outside the city limits and will require annexation approval by the City of Stockton and San Joaquin County Local Agency Formation Commission (LAFCo). The annexation request includes an amendment to the City's 10-year planning horizon to include the Project site and is a logical extension of the City limits.

Annexation Plan Contents

This Annexation Plan includes the following sections:

OPEN SPACE CONVERSION STATEMENT

The **Open Space Conversion Statement** provides background on the Annexation Project, describes the existing agricultural characteristics and uses of the annexation area, provides an analysis of the agricultural and conservation-related fees that the City would be required to pay, and provides a description of the type of soils located within the annexation area. This section also discusses the Annexation Project regarding the following (pursuant California Government Code Section 56377):

a) Development or use of land other than open space uses shall be guided away from existing prime agricultural lands in open space use and towards areas containing non-prime agricultural lands, unless that action would not promote the planned orderly, efficient development of an area.
b) Development of existing vacant or non-prime agricultural land for urban uses within the existing jurisdiction of a local agency or within the SOI of a local agency should be encouraged before any proposal is approved which would allow for or lead to the development of existing open-space lands for non-open space uses which are outside of the existing jurisdiction of the local agency or outside the existing SOI of the local agency.

ANNEXATION PLAN

RESIDENTIAL ENTITLEMENT MATRIX

The **Residential Entitlement Matrix** provides a discussion of the relationship between the additional population and units proposed and the total number of units that the City has planned to accommodate, to demonstrate consistency with the California Department of Housing and Community Development's (HCD) Regional Housing Needs Assessment (RHNA) allocation.

CITY SERVICES PLAN

The **City Services Plan** has been prepared to fulfill the following requirement:

> "Pursuant to California Government Code Section 56653, the San Joaquin Local Agency Formation Commission (LAFCo) requires that any application for a change of organization or reorganization be accompanied by a plan for providing services. In accordance with Section 56653, the plan shall include:
>
> - an enumeration and description of services to be extended to the affected territory;
> - the level and range of those services;
> - an indication of when those services can feasibly be extended to the affected territory;
> - an indication of any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions that the local agency would impose or require within the affected territory if the change of organization or reorganization is completed; and
> - information with respect to how those services will be financed."

Overall, existing public services, with improvements proposed as a part of the Murray Ranch Subdivision Project, would be adequate to serve the Annexation Project. The Murray Ranch Subdivision Project, including the Annexation Project would require extension of services provided by the City, including public safety and utility services. The level and range of these public services is described in this document and in additional detail in the Murray Ranch Subdivision Environmental Checklist. The design, engineering, and construction of these services and infrastructure improvements will be financed by the developer, subject to approval by the City of Stockton.

The San Joaquin LAFCo will rely on the environmental analysis prepared for the Annexation Project when evaluating any necessary boundary changes for the project.

TIMELY AVAILABILITY OF WATER SUPPLIES

The **Timely Availability of Water Supplies** section describes the availability of adequate water supplies to serve the annexation area. Eventual build out of the Murray Ranch Subdivision Project would total approximately 217 residential units on approximately 37.4 acres. The General Plan designates the Project site for residential use, and the Annexation Project is consistent with that land use designation. The City's General Plan Environmental Impact Report (EIR) evaluated the overall capacity for development within the General Plan area, including areas served by other water purveyors such as California Water Service (CalWater). CalWater is the designated water provider for the Project area and is responsible for meeting local water demand. Based on CalWater's existing entitlements, infrastructure, and planning documents—including its Urban Water Management

Plan—sufficient water supplies are available to serve the Murray Ranch Subdivision Project under normal, single dry, and multiple dry year conditions without requiring new or expanded water entitlements. The Annexation Project is considered planned growth and to the extent that the Annexation Project would require additional water supply, this was previously considered by the General Plan EIR. Therefore, water supplies were determined to be sufficient to serve the annexation area in a timely manner.

FAIR SHARE HOUSING NEEDS

The **Fair Share Housing Needs** section describes the extent to which this proposed annexation will affect the City's ability to achieve its respective fair share of regional housing needs, as determined by the San Joaquin Council of Governments (SJCOG) (consistent with Article 10.6 [starting with Section 65580] of Chapter 3). The City of Stockton has a surplus of sites available to meet its 2023-2031 RHNA allocation by income category, as the above-moderate income RHNA allocation is satisfied by units that have been previously approved or already built.

Justification and Findings

The Cortese-Knox-Hertzberg (CKH) Local Government Reorganization Act of 2000 is the section of the California Government Code (Section 56000 et seq.) that provides LAFCo with its authority, procedures, and functions. The CKH Act gives LAFCo power to "approve or disapprove with or without amendment, wholly, partially or conditionally" proposals concerning the formation of cities and special districts, annexation or detachment of territory to cities and special districts, and other changes in jurisdiction or organization of local government agencies.

Consistent with the requirement for LAFCo to review the proposed annexation request pursuant to the criteria provided in California Government Code Section 56337, the following justifications and findings are made in support of approval of the annexation request.

1) Lands within the annexation area are planned for urban uses in the Stockton General Plan.
2) The annexation request includes an amendment to the City's 10-year planning horizon.
3) The Project proposes an orderly and logical boundary for annexation and is contiguous to the City limits.
4) The Project creates a logical extension of the City boundaries and can be served by existing infrastructure.

1. OPEN SPACE CONVERSION STATEMENT

The annexation area is in San Joaquin County, bounded by the limits of the City of Stockton on the south. The annexation area is located near E. Charter Way to the north, Union Pacific Railroad (U.P.R.R.) to the east, and Mariposa Road to the west. More specifically, it abuts to street stubs for Hall Avenue, Brigham Street, Madrid Drive, and Danielle Drive. The Envision Stockton 2040 General Plan Land Use Map (Figure 4) designates the entire Project site as Low Density Residential (LDR). Lands to the east and north are designated LDR. Lands to the north, east, south, and west are designated LDR. Lands designated as Industrial (I) and Medium Density Residential (MDR) are located to the southwest and southeast, respectively. The San Joaquin County General Plan designates the annexation area as Residential Low Density (R/L).

In reviewing to approve or deny proposals which could reasonably be expected to induce, facilitate, or lead to the conversion of existing open space lands to uses other than open space uses, the San Joaquin County LAFCo shall consider, pursuant to California Government Code Section 56377, the following:

a) Development or use of land other than open space uses shall be guided away from existing prime agricultural lands in open space use and towards areas containing non-prime agricultural lands, unless that action would not promote the planned orderly, efficient development of an area.
b) Development of existing vacant or non-prime agricultural land for urban uses within the existing jurisdiction of a local agency or within the sphere of influence of a local agency should be encouraged before any proposal is approved which would allow for or lead to the development of existing open-space lands for non-open space uses which are outside of the existing jurisdiction of the local agency or outside the existing sphere of influence of the local agency.

Agricultural Lands

The development of a 217 single-family lot residential subdivision would change the existing character of the Project site from a predominately agricultural field to a residential neighborhood. The Project site contains areas designated as Farmland of Statewide Importance and Farmland of Local Importance and is zoned for Agriculture Urban Reserve by San Joaquin County. Most of the Project site is currently agricultural land, and is surrounded by existing development. The Project site is generally located in an area of the city that includes developed areas, residential and some undeveloped lands. The General Plan designates the Project site Low Density Residential and the Annexation Project includes a request for a pre-zone to Residential, Low Density (RL) District that supports residential development at specific densities and configurations, compatible with the areas that surround the Project site. The General Plan designates the Project site for urban land uses and the General Plan EIR already identified the Project site as an area for potential farmland conversion.

The Project site is not under a Williamson Act contract. The Annexation Project would not conflict with existing zoning for agricultural use, or a Williamson Act contract. The Annexation Project is subject to the requirements of the Stockton Agricultural Lands Mitigation Program which will involve a contribution of conservation easement-protected land or payment of in-lieu fees to the Mitigation Program as compensation for the agricultural land conversion impacts of the Project. The City of Stockton adopted the Agricultural Land Mitigation Program in 2007. The Program applies to projects that would convert agricultural lands, as defined by the most-recent Important Farmland Maps published by the California Department of Conservation. Projects may provide "agricultural mitigation land" on a 1:1 basis for each acre of land converted, including administrative costs of approximately $1,000 per acre, or pay the established Agricultural Land Mitigation Fee of $12,822 (San Joaquin Council of Governments [SJCOG] San Joaquin County Multi-Species Habitat Conservation and Open Space Plan [SJMSCP] Habitat Fees, 2020) per acre. The Agricultural Land Mitigation Program provides that agricultural mitigation lands will be dedicated to a qualifying management entity such as the Central Valley Farmland Trust. The fees would be collected by the City, held in a dedicated account, and then expended by the City to acquire agricultural mitigation

land or pay for the monitoring and administrative costs of the program. The fees may also be transferred to a qualifying entity for the same purpose.

The Project applicant would be required to participate in the City's Agricultural Lands Mitigation Program and contribute agricultural mitigation land or pay the established Agricultural Land Mitigation Fee. As such, the Project fees paid to SJCOG as administrator of the SJMSCP before issuance of a building permit, would result in the preservation of agricultural lands in perpetuity. The purchase of conservation easements and/or deed restrictions through the City's Agricultural Land Mitigation Program and the SJMSCP allows the agricultural landowner to retain ownership of the land and continue agricultural operations, preserving such lands in perpetuity. These properties will be developed in accordance to the City of Stockton's adopted standards and that if any changes in land use designations within 2 years of annexation approval. The City will be required to notify LAFCo of the intended changes in land use designations.

In addition to the agricultural mitigation fee, the City has adopted Municipal Code Chapter 16.36, which establishes the City's "Right-to-Farm" ordinance. The intent of this ordinance is to protect agricultural uses in the City. Specifically, Section Municipal Code Chapter 16.36.040 establishes the City's policy to preserve the City and County's agricultural operations while minimizing conflicts to new urban development. The City's "Right-to-Farm" ordinance serves to protect farmers from nuisance complaints. The ordinance requires owners and builders to notify their successors-in-interest of the potential conflicts and effects of agricultural activities, and the ordinance specifies that typical agricultural practices shall not be considered a nuisance.

In addition, prior to issuance of a City building permit for construction of a residential building, the owner of the property upon which the building is to be constructed is required to file a disclosure statement acknowledging the proximity of agricultural operations and the potential for inconvenience or nuisance associated with those uses. The disclosure statement notifies the purchaser that the property being purchased may be located close to agricultural lands and operations and that the purchaser may be subject to inconvenience or discomfort arising from the lawful and proper use of agricultural chemical and pesticides and from other agricultural activities, including, without limitation, cultivation, plowing, spraying, irrigation, pruning, harvesting, burning of agricultural waste products, protection of crops and animals from depredation, and other activities which occasionally generate dust, smoke, noise and odor.

The City of Stockton is a participant in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), which provides comprehensive measures for compensation and avoidance of impacts on various biological resources, including ancillary benefits to agricultural resources. For instance, many of the habitat easements that are purchased or facilitated by the SJMSCP are targeted for the protection of Swainson's hawk or other sensitive species habitat that are dependent on agricultural lands. The biological mitigation for these species through the SJMSCP includes the purchase of certain conservation easements for habitat purposes; however, the conservation easements are placed over agricultural land, such as alfalfa fields and row crops (not vines or orchards).

Soils

There are several methods for classifying soil quality for agricultural uses. One method involves a soil capability rating provided the National Resources Conservation Service (NRCS). This classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils; nor do they include possible but unlikely major reclamation projects. In the soil capability system rating, soils are generally grouped at three levels, which are capability class, subclass, and unit. Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use.

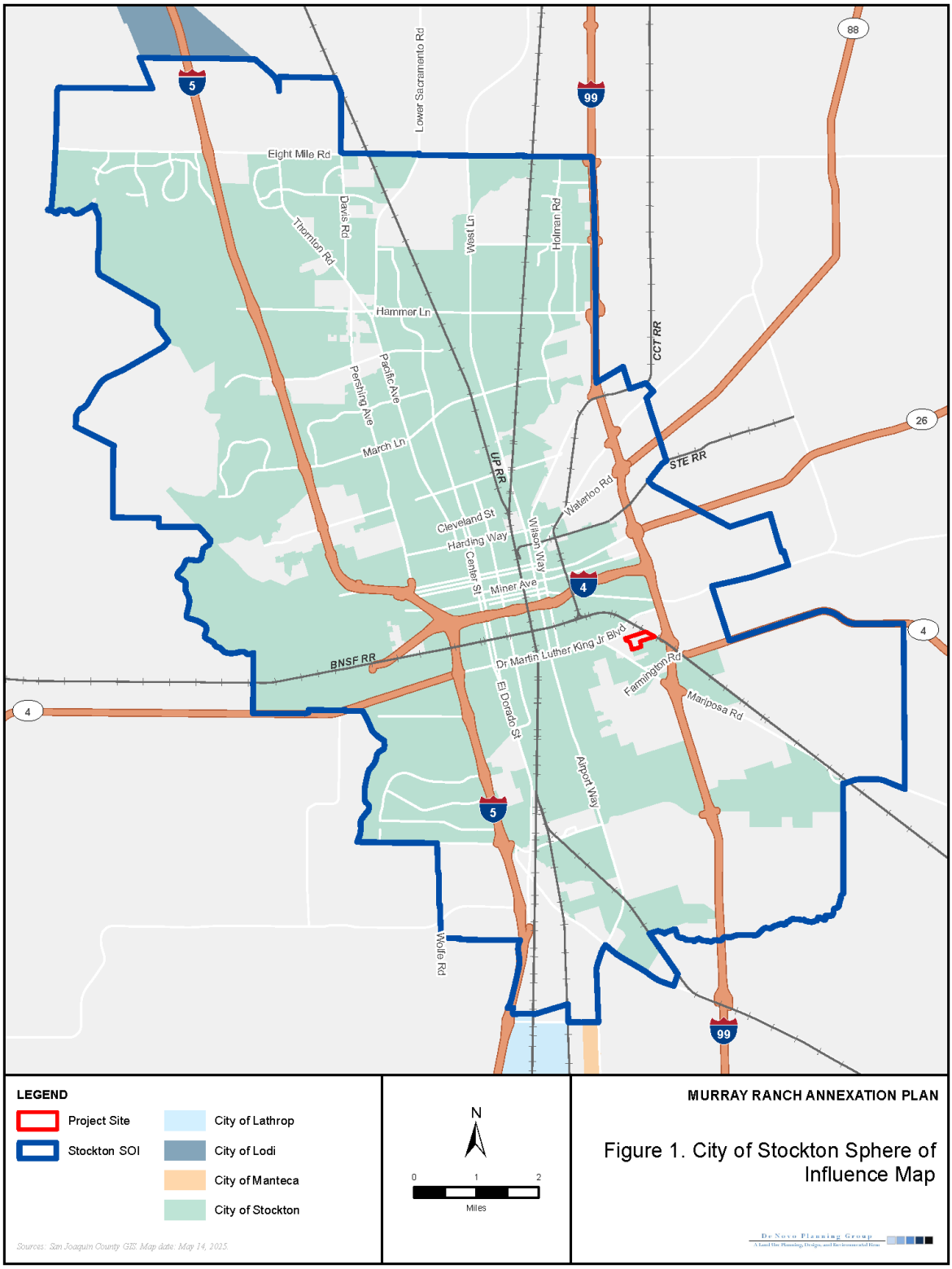
- Class 1 soils have slight limitations that restrict their use.
- Class 2 soils have moderate limitations that restrict the choice of plants or that require moderate conservation practices.
- Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.
- Class 4 soils have severe limitations that restrict the choice of plants or that require special very careful management, or both.

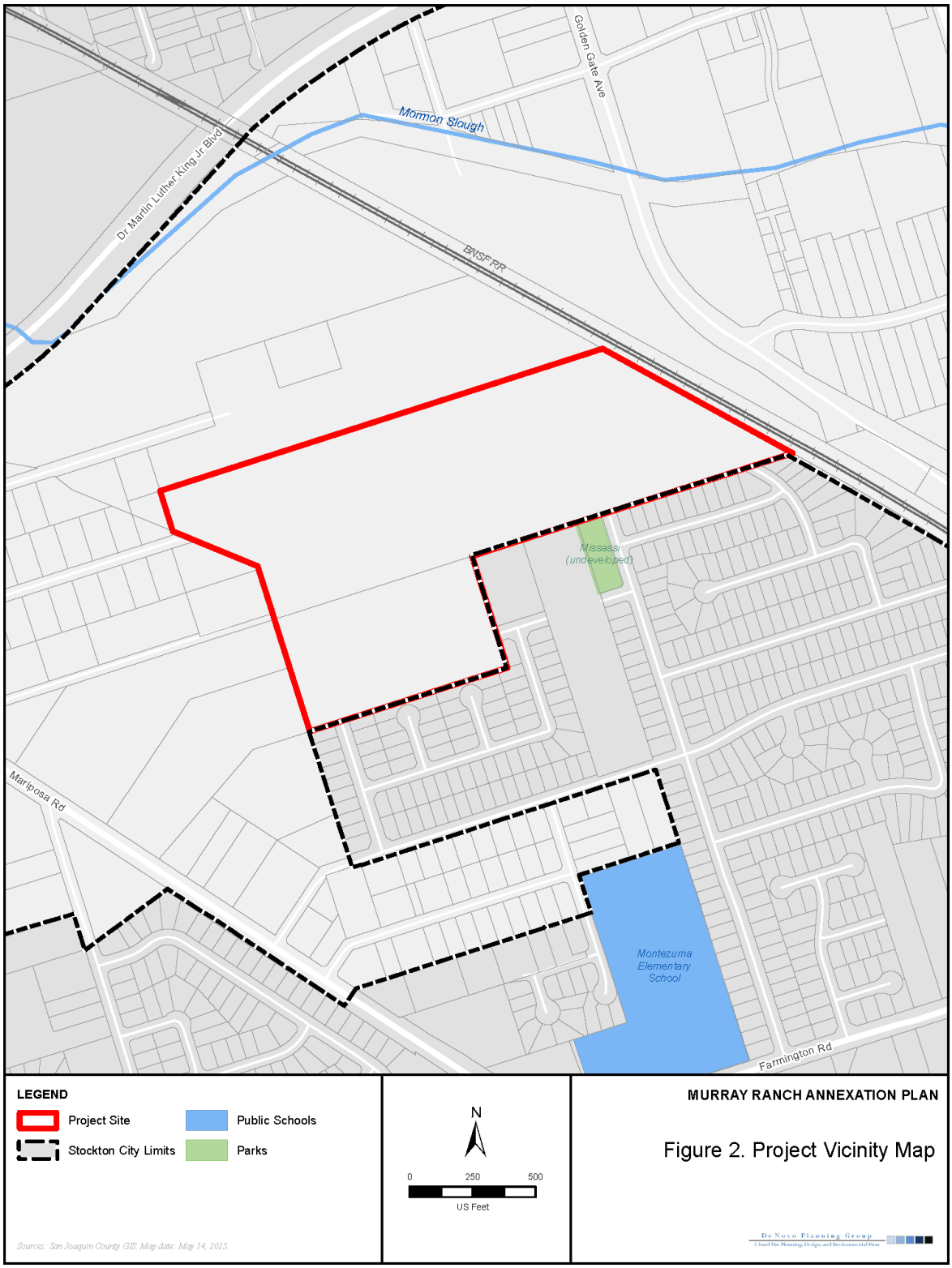
Based on this classification system, the entirety of Annexation Project soils falls under Class 3 (irrigated and non-irrigated).

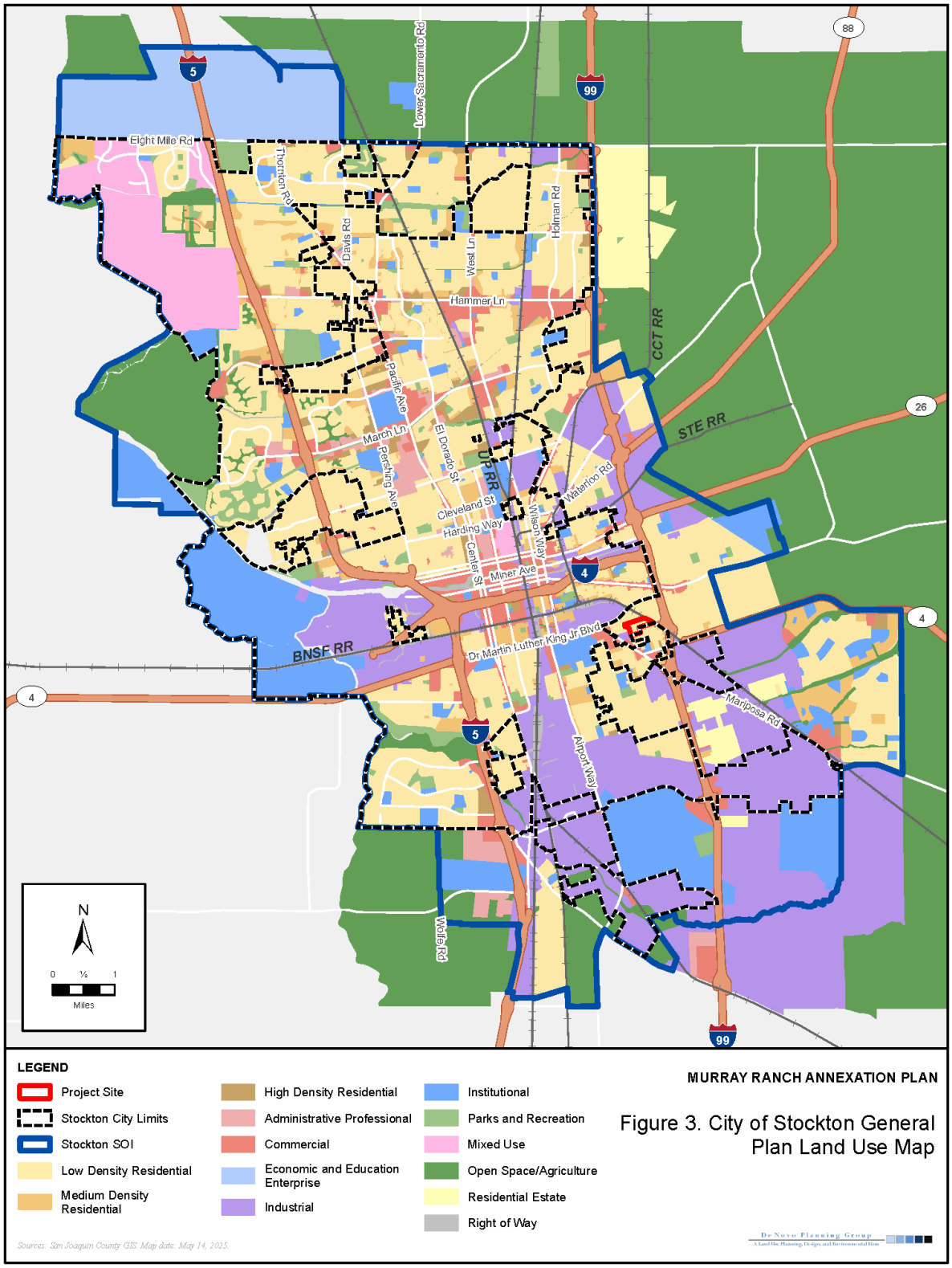
Justification for Approval

The annexation area is planned for urban uses in the Stockton General Plan. The annexation request includes an amendment to the City's 10-year planning horizon. Despite the impacts to agricultural land in San Joaquin County, the Project will promote planned, orderly, and efficient development. Lastly, the Project proposes an orderly and logical boundary for annexation and is contiguous to the City limits. Consistent with the requirement that LAFCo review the proposed annexation request pursuant to the criteria provided in California Government Code Section 56337, the following justification and findings are made in support of approval of the annexation request:

1) Lands within the annexation area are planned for urban uses in the Stockton General Plan.
2) The annexation request includes an amendment to the City's 10-year planning horizon.
3) The Project proposes an orderly and logical boundary for annexation and is contiguous to the City limits.
4) The Project creates a logical extension of the City boundaries and can be served by existing infrastructure.


Lower Sacramento Rd
Eight Mile Rd
Davis Rd
Thornton Rd
West Ln
Holman Rd
Hammer Ln
Pacific Ave
Pershing Ave
March Ln
UP RR
CCT RR
STE RR
Waterloo Rd
Cleveland St
Harding Way
Wilson Way
Center St
Miner Ave
Dr Martin Luther King Jr Blvd
Farmington Rd
Mariposa Rd
BNSF RR
El Dorado St
Airport Way
Wolfe Rd
5
99
88
26
4
LEGEND
Project Site
Stockton SOI
City of Lathrop
City of Lodi
City of Manteca
City of Stockton
Sources: San Joaquin County GIS. Map date: May 14, 2025.
N
0
1
2
Miles
MURRAY RANCH ANNEXATION PLAN
Figure 1. City of Stockton Sphere of Influence Map
De Novo Planning Group


Golden Gate Ave
Mormon Slough
Dr Martin Luther King Jr Blvd
BNSF RR
Massasi (undeveloped)
Mariposa Rd
Montezuma Elementary School
Farmington Rd
LEGEND
Project Site
Stockton City Limits
Public Schools
Parks
N
0
250
500
US Feet
Sources: San Joaquin County GIS. Map date: May 14, 2025.
MURRAY RANCH ANNEXATION PLAN
Figure 2. Project Vicinity Map
De Novo Planning Group


Eight Mile Rd
Lower Sacramento Rd
Thornton Rd
Davis Rd
West Ln
Holman Rd
Hammer Ln
CCT RR
STE RR
Pacific Ave
March Ln
Pershing Ave
El Dorado St
UP RR
Cleveland St
Harding Way
Center St
Miner Ave
Wilson Way
Waterloo Rd
BNSF RR
Dr Martin Luther King Jr Blvd
Mariposa Rd
Airport Way
Mosher Rd
5
99
88
26
4
N
0 ½ 1
Miles
LEGEND
Project Site
Stockton City Limits
Stockton SOI
Low Density Residential
Medium Density Residential
High Density Residential
Administrative Professional
Commercial
Economic and Education Enterprise
Industrial
Institutional
Parks and Recreation
Mixed Use
Open Space/Agriculture
Residential Estate
Right of Way
MURRAY RANCH ANNEXATION PLAN
Figure 3. City of Stockton General Plan Land Use Map
Sources: San Joaquin County GIS. Map date: May 14, 2025.
De Novo Planning Group

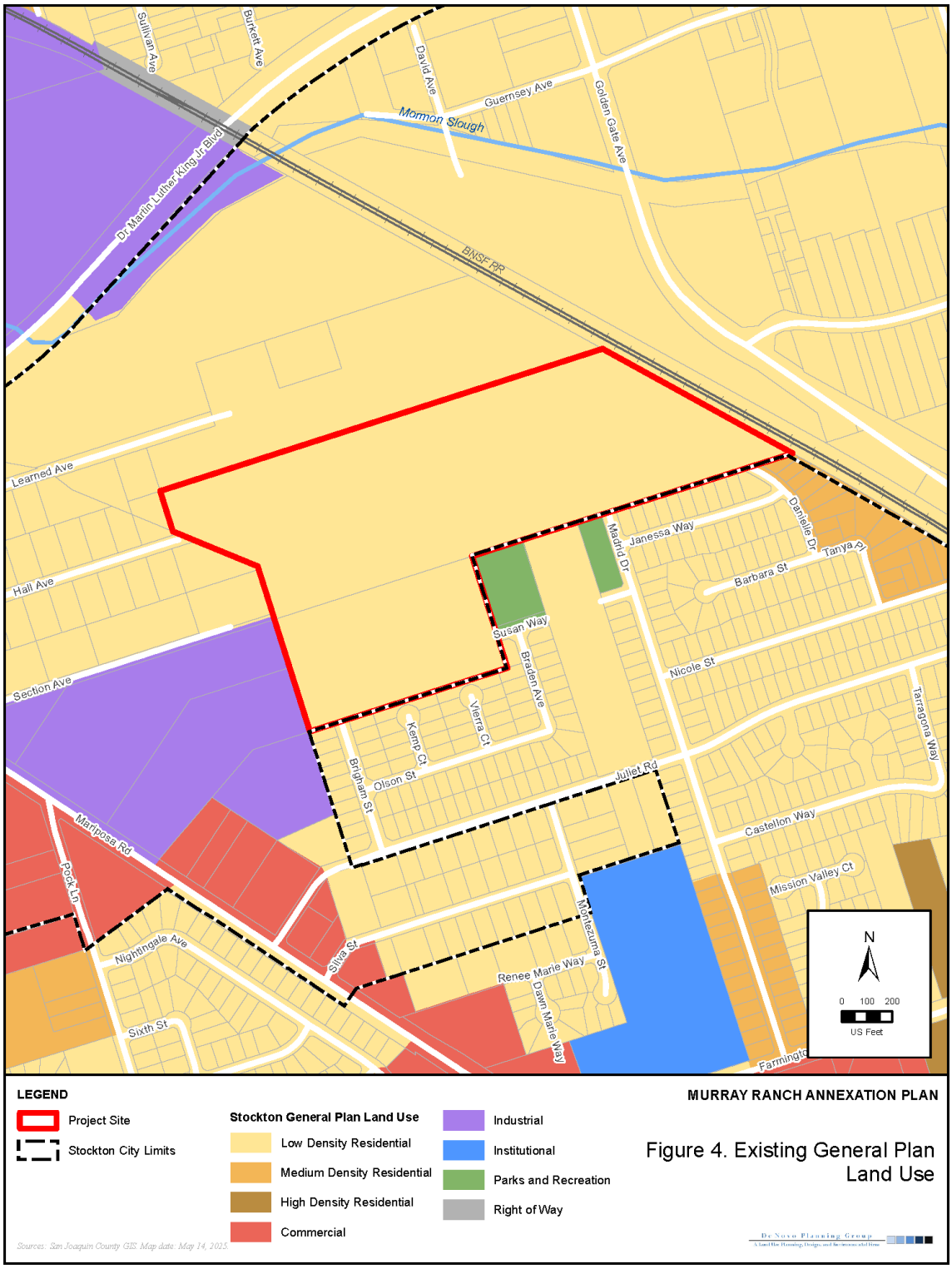


Figure 4. Existing General Plan Land Use

2. RESIDENTIAL ENTITLEMENT MATRIX

The City's approach to meeting its RHNA allocation relies on pending/under application (pipeline projects), vacant sites, and anticipated development of accessory dwelling units (ADU) and junior ADUs (JADU). Using this approach, the City has a surplus of sites available to meet its 2023-2031 RHNA allocation by income category. The City currently has 17 pipeline projects, for a total of 14,388 units that can be built. Anticipated units are based on the project design as approved by the City of Stockton or as submitted by the applicant. Of the 17 pipeline projects, five are 100 percent affordable. Of the total 14,388 units, 394 are in the lower-income category, 353 are in the moderate-income category, and the remaining 13,641 are in the above moderate-income category. Table 1 provides the City's list of pipeline projects.

TABLE 1 - PIPELINE PROJECTS SUMMARY

PIPELINE PROJECTS	*TOTAL ACRES*	*LOWER INCOME CAPACITY*	*MODERATE INCOME CAPACITY*	*ABOVE MODERATE INCOME CAPACITY*	*TOTAL CAPACITY*
Calaveras Quarters Motel Conversion	2.14	68	1	0	69
Cannery Park	291.82	0	3,267	490	522
Crystal Bay	174	0	67	1,276	1,343
Delta Cove	359.52	0	77	1,468	1,545
Elderberry Residential Project	18.8	0	0	42	42
Grand View Village	0.79	75	0	0	75
Harding Apartments	1.02	0	4	18	22
Hunter House New Apartments	0.69	120	0	0	120
La Passeggiata Affordable Housing Project	0.83	94	0	0	94
Mobile Homes on El Dorado	7.06	0	18	104	122
Sanctuary	1,950.46	0	0	5,758	5,758
Sonora Square Apartments	0.92	37		0	37
Swain Crossing Apartments	1.58	0	5	31	36
Tra Vigne	318.05	0		1,503	1,503
Trinity Parkway Apartments	4.32	0	18	102	120
University Park	103.47	0		359	359
Westlake at Spanos Park	361.31	0	131	2,490	2,621
Total	**3,621.10**	**394**	**353**	**13,641**	**14,374**

SOURCE: CITY OF STOCKTON, 2023

The Murray Ranch Subdivision Project includes the addition of 217 new residential units to the City of Stockton. As noted previously, the Stockton General Plan EIR (the EIR) provides the Development Projections that are used in the EIR (See General Plan Draft EIR, pp. 3-20). The EIR explains that it uses a "horizon-year projection," which is based on an estimate of the amount of development that would occur by 2040. The EIR also uses a Buildout Projection which represents full buildout of the General Plan, but with a date uncertain. Each projection is described below:

The horizon-year projection includes the following (See General Plan Draft EIR, pp. 3-20):

- 40,900 new dwelling units, including:
  - 26,300 new single-family units
  - 14,600 new multi-family units
- 132,200 new residents
- 13.8 million square feet of new commercial and office space
- 35.6 million square feet of new industrial space

The full buildout projection includes the following (See General Plan Draft EIR, pp. 3-22):

- 119,700 new dwelling units, including:
  - 43,800 new single-family units
  - 75,900 new multi-family units
- 386,700 new residents
- 50.9 million square feet of new commercial and office space
- 242.4 million square feet of new industrial space

The EIR indicates that there are almost 7,000 acres of vacant land within the SOI (i.e. the EIR Study Area) (See General Plan Draft EIR, pp.3-22), which specifically includes the Annexation Project site. The EIR indicates that a land use demand forecast (prepared as part of a Market Analysis that supports the projections for the General Plan) for Stockton in 2040 results in between 19,800 and 41,000 new housing units, including between 13,800 and 28,700 new single-family units and between 5,900 and 12,300 new multi-family units (See General Plan Draft EIR, pp. 3-24). These projections are based in part on the land use inventory from the General Plan land use map, in addition to market and economic factors that drive growth. There is nothing peculiar about the Project as it relates to house capacity/demand provided in the Horizon-Year Projection, Full Buildout Projection, or the Market Study Projections.

The current annexation area is adjacent to existing infrastructure and could serve the local demand, as well as providing the connection for other pending and entitled projects to develop subsequently.

3. CITY SERVICES PLAN

Introduction

Pursuant to California Government Code Section 56653, the San Joaquin LAFCo requires that any application for a change of organization or reorganization be accompanied by a plan for providing services. In accordance with Section 56653, the plan shall include:

- an enumeration and description of services to be extended to the affected territory;
- the level and range of those services;
- an indication of when those services can feasibly be extended to the affected territory;

- an indication of any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions that the local agency would impose or require within the affected territory if the change of organization or reorganization is completed; and
- information with respect to how those services will be financed.

This Annexation Plan has been prepared to fulfill this requirement.

Discussion

The Annexation Project consists of a subdivision of land for the development of 217 single-family lots, four (4) open space/park lots, streets, and utilities. The proposed streets are to be public, and the subdivision improvements include the extension of the water and sewer mains from adjoining properties. The layout of the subdivision allows for the preservation of 14 of the existing valley oak trees, mostly within the proposed linear park and open spaces. Forty-seven valley oak trees would be removed and would require a heritage tree permit. As the project butts up against the Union Pacific Railroad (U.P.R.R.) to the east, an 85' building setback has been included from the outermost rail, as well as an 8' sound wall along the project's boundary.

The proposed development is described below.

Residential: The residential area is low-density and would consist of 217 single-family detached units on lots ranging in size from 3,600, 4,000, and 4,750 square feet. The three (3) lot sizes would be configured as follows: 1) 45' x 80', 2) 50' x 90', and 3) 50'x 95'. Given that the Project site is 37.4 gross acres, the project density would be 5.8 units per acre. This is consistent with the General Plan density limit of 6.1 units per gross acre.

Open Space/Park: The open space/park land area would consist of four (4) lots for neighborhood park and open space use. The four (4) lots include: Lot A – 2.04 acres, Lot B – 5,996 square feet, Lot C – 23,479 square feet, and Lot D - 14,251 square feet. The total area for the four (4) open space/park lots is 3.04 acres.

Street Design: The streets within the proposed residential subdivision are designed consistent with the right-of-way and curb-to-curb widths of the current City of Stockton standards. The curb and sidewalk design are also designed to match the existing surrounding neighborhoods such that the proposed subdivision becomes an extension of the existing neighborhood. This includes roll curb with monolithic sidewalks. The cul-de-sac bulbs are per the previous City standards, and are proposed to have an Emergency Vehicle Access (EVA) at the end of each bulb.

Utilities: Public utilities will be constructed with the Annexation Project, including the extension of water, sewer, storm, and dry utilities. They are more thoroughly described as follows:

- Water: 8" water mains will service each lot of the subdivision, and tie into all existing stubs in the surrounding streets. Fire hydrants will be installed per City of Stockton standards.
- Sewer: 8" sewer mains will service each lot of the subdivision, and tie into all existing stubs in the surrounding streets.

- Storm: Storm mains will be installed within the subdivision to serve the project. Storm runoff will be treated by stormwater treatment devices, then conveyed into the existing 54" main that runs north to an outfall at Mormon Slough and a new proposed storm drain main. The 54" main will need to be relocated within the right of way of Brigham Street, then connect to the current alignment at the north end of the project. The existing 42" main that runs east to west through the project will be abandoned as part of the Project and will remain in place.
- Existing septic system and water well to be abandoned or destroyed per San Joaquin County standards.
- Dry utilities will be installed within 10' Public Utility Easements (P.U.E.) along all street frontages.

The City provides a full range of municipal services, including public safety (fire, police, and building), sanitation (wastewater treatment and collection), libraries, parks, and recreation services. Municipal services would be extended to the annexation area upon development of the annexation area. The following discussion includes a description of existing City public services and utilities (including those to be extended), the level and range of these services (where applicable), when these services can feasibly be extended into the affected territory, improvements, or other conditions that the local agency would improve or require within the affected territory, information on how these services would be financed, and planned improvements.

The construction of on-site infrastructure improvements would be required to accommodate development of the Annexation Project, as described below.

Water

The Murray Ranch Project would be served by CalWater. The General Plan EIR concluded that CalWater will have sufficient water supplies to meet the projected demands from development allowed by the General Plan, and therefore has sufficient water supplies available to serve the Murray Ranch Subdivision Project from existing entitlements and resources and would not require new or expanded entitlements during normal, dry, and multiple dry years. CalWater's water supply planning documents, including its UWMP and applicable water supply assessments, demonstrate that it has adequate supply to serve both existing customers and anticipated future development through 2040 under all hydrologic conditions.

A comparison of CalWater's projected water supplies and demands is shown in Table 2 for Normal, Single Dry, and Multiple Dry Years, which shows that there is no supply deficit projected under hydrologic conditions through 2040.

TABLE 2: SUMMARY OF PROJECTED WATER SUPPLY DURING HYDROLOGIC NORMAL, SINGLE-DRY, AND MULTI-DRY YEARS FOR THE CALIFORNIA WATER SERVICE, STOCKTON DISTRICT (AF)

		2025	*2030*	*2035*	*2040*	*2045*
FIRST YEAR	TOTAL SUPPLY	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DEMAND TOTAL	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DIFFERENCE	*0*	*0*	*0*	*0*	*0*
SECOND YEAR	TOTAL SUPPLY	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DEMAND TOTAL	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DIFFERENCE	*0*	*0*	*0*	*0*	*0*
THIRD YEAR	TOTAL SUPPLY	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DEMAND TOTAL	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DIFFERENCE	*0*	*0*	*0*	*0*	*0*
FOURTH YEAR	TOTAL SUPPLY	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DEMAND TOTAL	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DIFFERENCE	*0*	*0*	*0*	*0*	*0*
FIFTH YEAR	TOTAL SUPPLY	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DEMAND TOTAL	*24,776*	*24,627*	*24,589*	*24,521*	*24,564*
	DIFFERENCE	*0*	*0*	*0*	*0*	*0*

SOURCE: CALIFORNIA WATER SERVICE COMPANY, STOCKTON DISTRICT 2020 UWMP, TABLE 7-4.

Based on the analysis described above, CalWater's existing and projected potable water supplies are sufficient to meet the City's existing and projected future potable water demands, including those future water demands associated with the Project, through year 2040, under all hydrologic conditions.

A. GROUND WATER

Cal Water's Stockton District operates 12 active and standby groundwater wells. These wells serve as a supplemental and emergency water source. The combined production capacity of these wells varies depending on operational status and regulatory constraints, but design capacities for individual wells typically range between 800 and 3,000 gallons per minute (gpm). Based on the 2020 UWMP, Cal Water's groundwater pumping capacity is approximately 23.6 million gallons per day (mgd), though actual usage is often significantly lower due to the availability and reliability of treated surface water from Stockton East Water District (SEWD)'s Dr. Joe Waidhofer Water Treatment Plant (DJWWTP).

Groundwater supplies are pumped from the Eastern San Joaquin Groundwater Subbasin (DWR Basin 5-022.01), which is actively managed under a Groundwater Sustainability Plan (GSP) prepared by the Eastern San Joaquin Groundwater Authority pursuant to the Sustainable Groundwater Management Act (SGMA). Cal Water coordinates with the Authority and local agencies to support long-term basin sustainability (Eastern San Joaquin GSP, 2020).

Groundwater wells are permitted and regulated by the California Division of Drinking Water (DDW) and must meet water quality and operational standards. Some wells are designated as standby wells and are only used during high-demand periods or emergencies. Inactive wells, those not currently permitted or functional, are excluded from capacity calculations in compliance with DDW requirements.

B. SURFACE WATER

The Cal Water Stockton District relies on a blend of surface water from SEWD and local groundwater to meet customer demand. Surface water serves as the primary source of supply for the district under normal conditions, with groundwater supplementing the system during high-demand periods, dry years, or in the event of interruptions to surface water delivery.

CalWater obtains treated surface water from SEWD, which sources water from the Mokelumne River. SEWD treats the surface water at the DJWWTP and delivers it directly to CalWater's distribution system via dedicated transmission pipelines. Cal Water does not operate its own surface water treatment plant in the Stockton District; instead, it depends on SEWD for treated surface water deliveries. Unlike the City of Stockton's Delta Water Supply Project, Cal Water does not currently exercise independent surface water rights from the San Joaquin River or operate an intake facility.

Due to differing pressure zones and infrastructure design, water from different supply sources is managed separately within Cal Water's distribution system. However, Cal Water maintains interties with other agencies (including the City of Stockton) to enable emergency or supplemental deliveries when needed.

While CalWater's system differs from the City of Stockton's Delta Water Supply Project (which draws from the San Joaquin River and treats the water at its own Delta Water Treatment Plant), both systems rely on SEWD's infrastructure as a major water source in the region. Through a wheeling agreement, Cal Water also conveys SEWD-treated water to the Walnut Plant service area, which is otherwise served by the City of Stockton.

CalWater monitors disinfection byproduct levels and residual chlorine concentrations throughout its system and coordinates water quality management strategies with SEWD to maintain compliance with state and federal drinking water regulations.

C. EXISTING TRANSMISSION AND DISTRIBUTION SYSTEM

CalWater supplies a combination of locally produced groundwater and surface water purchased from the Stockton East Water District. CalWater operates 25 groundwater wells, 17 booster pumps, and 8 storage tanks to deliver approximately 22 million gallons of water daily to more than 43,000 service connections. CalWater delivers water to residential, commercial, industrial, and governmental customers. Residential customers account for most of CalWater's service connections and 57 percent of its water uses. Non-residential water uses account for 37 percent of total demand and system water losses account for 6 percent..

D. WATER CONSERVATION

Consistent with California Water Code Sections 11950 – 11954, the City has implemented various water conservation efforts, as well as a Water Shortage Contingency Plan which identifies actions that can be taken to respond to catastrophic interruption of water supply.

The City Council adopted a Water Conservation Ordinance in 1988, enacted in the Stockton Municipal Code, Sections 13.28 and 13.32, which include both voluntary and mandatory conservation stages. From 1990 to 1992, mandatory water reduction stages were in force due to the prolonged years of drought. The City initiated a voluntary reduction stage in 1993 and has maintained a voluntary reduction stage since that time. Cal Water supports and enforces water conservation measures in coordination with the City's policies and plans.

E. GENERAL PLAN

The City's General Plan includes policies and implementation programs related to maintaining an adequate water supply for the City's population. Following adoption of the General Plan, CalWater updated its Water Management Plan based on the growth projections of the General Plan. Based on existing water use patterns, the water supply is projected to be available through 2045. The area served would include all potential development which includes the Annexation Project location.

F. TIMING AND EXTENSION OF WATER SUPPLY TO THE ANNEXATION AREA

The Development Area will construct a potable water distribution system with pipe sizes ranging from six inches to 12 inches. Stubs from the transmission pipelines will be constructed to connect to the Project potable water distribution system.

The developer's contribution to water supply as part of the Annexation Plan has been estimated based on an approximate total development impact fee of $995,379 for surface water supply. This development impact fee is allocated proportionately at a rate of $4,587. However, since this Project is located within the California Water Service area, a formal service application must be submitted. This application will be reviewed by CalWater to prepare a comprehensive and project-specific cost estimate. Until that process is completed, the final water connection contribution remains to be determined.

Stormwater

The City provides and maintains a system of storm drains, detention basins, and pumping facilities, as well as monitoring and operational control of the storm drain system. Additionally, the City enforces storm drain regulations established by the U.S. Environmental Protection Agency and the State of California.

Urban stormwater drainage in the City is provided by a storm drain system that is separate from the municipal sewer system. COSMUD operates and maintains approximately 620 miles of pipe, 72 pump stations, and more than 100 discharge pipes. The local storm drain facilities collect and route runoff from the streets and gutters through surface canals and stormwater retention basins, as well as a through a network of underground gravity and force mains (pipelines), pump stations, and

outfalls into rivers, creeks, and the Delta, including outfalls to the San Joaquin River, Bear Creek, Pixley Slough, Mosher Slough, Five Mile Slough, Fourteen Mile Slough, Calaveras River and Stockton Diverting Canal, Smith Canal, French Camp Slough, Walker Slough, Weber Slough, North Littlejohns Creek, and Duck Creek (City of Stockton, 2018).

The City operates under Municipal Stormwater Permit Requirements Order No. R5- 2016-0040. The Stormwater Utility Division also manages the City's National Pollutant Discharge Elimination Permit (NPDES) and all the monitoring, testing, education, and programs required under the permit.

The NPDES Stormwater Program regulates stormwater discharges from three potential sources:

- construction activities;
- industrial activities; and
- the municipal stormwater system.

A. EXISTING STORMWATER DRAINAGE SYSTEM

The City of Stockton SOI is situated just east of the Delta, a low-lying region of sloughs and channels connecting local waterways with the Suisun Bay and the San Francisco Bay. The City and surrounding areas within the SOI depend on creeks, rivers, and sloughs to collect and convey storm runoff to the San Joaquin River and the Delta. The primary watercourses that drain the SOI include the San Joaquin River, Bear Creek, Mosher Slough, Five Mile Slough, Fourteen Mile Slough, Calaveras River and Stockton Diverting Canal, Smith Canal, and French Camp and Walker Sloughs. Most storm drains and pump stations within the service area have adequate capacity to collect stormwater drainage (City of Stockton, 2020).

Stormwater runoff occurs when precipitation from rain and snow melts and does not absorb into the ground. As the runoff flows over the land or impervious surfaces (paved streets, parking lots, and building rooftops), it accumulates debris, chemicals, sediment, and other pollutants that could adversely affect water quality. Stockton's stormwater is collected in catch basins and transported untreated directly into our local rivers, creeks, and sloughs, and eventually to the Delta. Best management practices (BMPs) are the primary method to stop contaminants from entering the system.

Municipal Separate Storm Sewer System (MS4) permits are required under the Clean Water Act and require the discharger to develop and implement a Storm Water Management Plan to reduce the discharge of pollutants to the Maximum Extent Practicable (MEP). The management plans specify what BMPs will be used to address certain program areas: such as public education and outreach, illicit discharge detection and elimination, construction and post-construction, and good housekeeping for municipal operations.

Each year, the City is required to provide an annual report to the State on their stormwater program and BMPs.

B. FUTURE STORMWATER DRAINAGE DEMANDS AND SYSTEM IMPROVEMENTS

200-Year Flood Protection in the Central Valley

Portions of the City of Stockton lie within the 200-year flood hazard area; however, the annexation area is not located within the 200-year flood hazard area. State floodplain legislation (Senate Bill [SB] 5) for the San Joaquin River region has resulted in stricter development standards that began in early 2016. Urban areas that depend on levee protection are required to have a 200-year level of flood protection. SB 5 prohibits a city or county within the Central Valley Flood Protection Plan area from approving a development agreement, discretionary permit or entitlement, tentative map, or parcel map for any property within a flood hazard zone unless they can demonstrate any of the following:

- the project has already achieved the applicable level of flood protection,
- conditions have been imposed on the project approval that will eventually result in the applicable level of flood protection, or
- adequate progress is being made towards achievement of the applicable level of flood protection.

Adequate progress is defined as meeting all the following:

- The project scope, cost and schedule have been developed;
- In any given year, at least 90 percent of the revenues scheduled for that year have been appropriated and expended consistent with the schedule;
- Construction of critical features is progressing as indicated by the actual expenditure of budget funds;
- The city or county has not been responsible for any significant delay in completion of the system; and
- The above information has been provided to the Department of Water Resources (DWR) and the Central Valley Flood Protection Board and the local flood management agency shall annually report on the efforts to complete the project.

Section 16.90.020(B) requires the review authority's decision to approve a project in accordance with the City's established criteria for development in 200-year floodplains, which are consistent with accepted State and federal floodplain management practices. According to the City's established criteria, the annexation area would be considered an urban area, as it is located within the City's corporate limits. Thus, the Annexation Project may be approved provided that all properties within the annexation area would meet the urban level of flood protection.

C. TIMING

Drainage improvements will be constructed in order to maintain the service level standard. This is accomplished by constructing the storm drainage and flood protection facilities for each new area that is developed, and by ensuring that necessary facilities are developed efficiently prior to and during construction activities.

D. STORM DRAINAGE WITHIN THE ANNEXATION AREA

Storm mains will be installed within the subdivision to serve the Annexation Project. Storm runoff will be treated by stormwater treatment devices, then conveyed into the existing 42" and 54" main that runs north to an outfall at Mormon Slough. The 54" main will need to be relocated within the right of way of Brigham Street, then connect to the current alignment just north of the project. The existing 42" main that runs east to west through the project will be abandoned as part of the Project but will remain in place.

All drainage collection and conveyance infrastructure would be sized and constructed according to adopted City of Stockton storm drainage hydrologic and hydraulic design criteria, design standards, and specifications. Onsite stormwater runoff would be directed into an underground pipe system which would collect the runoff and direct it to the central storm drainage basin.

The Annexation Project would incorporate site design measures, landscape features, and approved engineered treatment facilities (bioretention facilities or COSMUD-approved equivalent) for water quality treatment that minimizes imperviousness, retains or detains stormwater, slows runoff rates, and reduces pollutants in post-development runoff consistent with the City of Stockton NPDES SWMP and the City of Stockton and County of San Joaquin Stormwater Quality Control Criteria Plan.

The Annexation Project would alter the existing drainage through grading and development of urban uses. Additionally, the Annexation Project would result in increased impervious surfaces and result in an incremental reduction in the amount of natural soil surfaces available for infiltration of rainfall and runoff, with the potential to generate additional runoff during storm events. Additional runoff could contribute to increased erosion, siltation, and pollution, as well as an increase in flood potential or runoff that could exceed the capacity of the City's drainage system.

The overall design of Project's drainage infrastructure, including the storm basin, would be required to comply with the City of Stockton NPDES Stormwater Management Plan, which includes existing and enhanced program control measures for controlling the discharge of pollutants to the municipal storm drain system to the maximum extent practicable. In addition, General Plan Action SAF-3.2B requires new development to employ low impact development (LID) approaches that conserve natural areas and reduce impervious areas. The term LID means a storm water management and land development strategy that emphasizes conservation and the use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely reflect predevelopment hydrologic functions. The Annexation Project would be required to integrate LID measures to provide stormwater quality treatment. These LID measures would likely include both volume-based BMPs (i.e., bioretention, infiltration features, pervious pavement, etc.) and flow-based BMPs (i.e., vegetated swales, stormwater planter, etc.). The use of these features would be dependent upon the location and setting within the Annexation Project.

According to the City of Stockton and San Joaquin County Stormwater Quality Control Criteria Plan (SWQCCP), the Project would be considered both a Priority Project and a PLU Project, as the Project includes a residential subdivision of 10 housing units or more (Priority Project) and contains land uses with at least 10 developed dwelling units per acre (Priority Land Use [PLU] Project). Priority

projects are required to prepare and submit a Project Stormwater Quality Control Plan with the initial building permit submittal, that demonstrates the Project incorporates site design measures, landscape features, and engineered treatment facilities (typically, bioretention facilities) that will minimize imperviousness, retain or detain stormwater, slow runoff rates, and reduce pollutants in post-development runoff. In particular, the Project Stormwater Quality Control Plan would specify BMPs required to be implemented by the Project and design specifications for selected BMPs. The Project Stormwater Quality Control Plan must be submitted for review and approval by the City of Stockton Department of Municipal Utilities.

Wastewater

Wastewater services would be provided by existing and planned City of Stockton collection and treatment system. Wastewater treatment would be provided at the City's existing Regional Wastewater Control Facility (RWCF). The RWCF provides secondary and tertiary treatment of municipal wastewater throughout the City. The remainder of the City is served by on-site private septic systems or lie outside the urban service area. The existing wastewater collection system service area includes residential, commercial, industrial, municipal, and mixed-use areas within the City, as well as 17 unincorporated County areas.

A. WASTEWATER COLLECTION

Municipal wastewater treatment and collection services in the Stockton City limits are provided by COSMUD. The existing City of Stockton wastewater collection system is divided into 10 designated sub-areas or "systems." The City's wastewater collection system comprises of just over 1,000 miles of gravity mains ranging from four to 84 inches in diameter, as well as 35 pump stations and approximately 37 miles of active force mains ranging from two to 42 inches in diameter. The Project site is located within Collection Service Area No. 6 (City of Stockton, 2022).

Current City standards call for all gravity sewers to be designed for full-pipe gravity flow. Surcharging results in sewers that do not meet this criterion under a given flow condition. For planning purposes, the available capacity is zero in gravity sewers, with a predicted peak flow equal to or greater than the full-pipe gravity flow capacity. The following standards are used in the design of gravity sewers. Pipes must be sloped to produce a minimum of two feet per second (fps) at peak flow. Flatter slopes (as low as 0.0006 foot per foot) have been allowed for some designs in Stockton to accommodate project-specific constraints. It can be difficult to maintain the desired grade during construction of pipelines at slopes less than 0.001 foot per foot. Initial flows during the early years will be lower than the design flows, causing velocities to be lower. During design, steeper slopes should be considered where feasible. Additional maintenance or other measures may be required to control odors in sewers with initially low velocities.

Force mains convey flow from pump stations to a downstream gravity sewer. There are approximately 158,000 lineal feet of force mains in the City's model, representing all City-owned force mains of significant length, as well as some private pumping and force main systems. City design standards recommend that force main velocities should be limited to "around seven (7) fps" for lengths up to 300 feet, and "around five (5) fps" for lengths in excess of 1,000 feet.

Wastewater pumping stations are located throughout the City and are integral to the wastewater collection system. Most of the pump stations discharge to pressure sewers (force mains) that convey flow under pressure either directly to the RWCF or to a downstream gravity sewer.

B. WASTEWATER TREATMENT PLANT PERMITTING AND CAPACITY

Wastewater from the City is currently treated at the City of Stockton RWCF, which is owned and operated by the City. The City's *Wastewater Master Plan Update* (City of Stockton, 2022), *City of Stockton Sphere of Influence Plan/Municipal Service Review, San Joaquin Local Agency Formation Commission Final Draft* (City of Stockton, 2020), and *CRWQCB Central Valley Waste Discharge Requirements for the City of Stockton Regional Wastewater Control Facility* are the primary documents that outline the City's long term strategy for meeting future discharge and capacity requirements for a planning horizon that extends to build-out of the General Plan. The RWCF effluent is currently regulated by Central Valley Regional Water Quality Control Board (CVRWQCB) Order No. R5-2020-007, NPDES CA0079138. Currently, RWCF is designed to treat and provide a discharge of up to 55 mgd of tertiary treated wastewater to the San Joaquin River, within the Delta. RWCF collects and treats an average of 33 mgd of wastewater, from approximately 116,000 sewer connections in the City and nearby San Joaquin County areas. The City of Stockton RWCF sewer treatment plant is undergoing the Modifications Project to modernize the facility, accommodate growth through 2035 (with the ability to expand through 2045 and beyond), change the sewer treatment to an activated sludge process, and replace equipment and processes that are beyond their useful life. Modifications to the RWCF are required to maintain compliance with the RWCF NPDES permit, extend the useful life of existing facilities, improve working conditions for facility staff, and implement components of the City's Capital Improvement and Energy Management Plan. The City initiated the RWCF Modifications Project to (1) increase the reliability of the liquid and solids treatment processes, (2) improve reliability in treating existing and projected flows, (3) reduce energy costs and provide reliable renewable energy alternatives, and (4) reduce nitrate plus nitrite concentrations in the final effluent to comply with the RWCF NPDES permit. All existing and planned development areas and the unincorporated islands are expected to be served by the RWCF under the Envision Stockton 2040 General Plan buildout development conditions, regardless of water source, as a prudent planning assumption for the purposes of the City's Wastewater Master Plan Update (City of Stockton, 2023).

C. WASTEWATER QUALITY

The City's wastewater treatment plant is governed by a federal NPDES permit. The City is required by law to have its permit reviewed every five years by the Regional Water Quality Control Board (the State's regulating agency for the NPDES permit program). On February 20, 2020, the Central Valley CVRWQCB issued a wastewater discharge permit to the City of Stockton for the operation of its regional wastewater treatment facility.

D. WASTEWATER SYSTEM WITHIN THE MURRAY RANCH ANNEXATION AREA

8" sewer mains will service each lot of the subdivision, and tie into all existing stubs in the surrounding streets. Effluent from all tributary areas would be collected and conveyed through

gravity sewer pipelines. All sewer collection and conveyance infrastructure would be sized and constructed according to adopted City of Stockton sewer hydrologic and hydraulic design criteria, design standards, and specifications.

City's wastewater treatment facility is approaching its functional capacity, and expansion of RWCF to meet anticipated demands resulting from growth in Stockton is the subject of an ongoing planning and engineering effort. RWCF has adequate capacity to serve anticipated short-term development within the City, and expansion plans provide for creation of additional capacity over time to meet anticipated demands generated from the annexation area and other growth areas of the City.

Occupancy of the Murray Ranch Subdivision Project would be prohibited without sewer allocation, as required by Stockton Municipal Code Section 13.12.100, Mandatory Sanitary Service Required. An issuance of sewer allocation from the City's available capacity would ensure that there would be a final determination by the wastewater treatment and/or collection provider that there is adequate capacity to serve the Annexation Project's projected demand, in addition to the provider's existing commitments. Additionally, any planned expansion to the RWCF with a subsequent allocation of capacity to the Annexation Project would ensure that there would not be a determination by the wastewater treatment and/or collection provider that there is inadequate capacity to serve the Annexation Project's projected demand in addition to the provider's existing commitments.

The developer's contribution to sewer connection as part of the Annexation Plan has been estimated based on an approximate total development impact fee of $651,000 sewer connection. This development impact fee is allocated proportionately at a rate of $3,000 per residential unit.

Solid Waste

The City of Stockton Public Works Department (Solid Waste & Recycling Division) provides solid waste hauling service for the City and would serve the Annexation Project. Waste collection services are provided weekly, as specified by the waste haulers that serve the City, which include Republic Services and Waste Management.

Solid waste from Stockton is taken to Forward Landfill in Manteca or the North County Landfill in Lodi. During inclement weather, occasional loads are taken to the Lovelace Material Recovery Facility in Manteca. Solid waste from Lovelace is disposed at Foothill Landfill in Linden. Construction and demolition materials and some commercial loads are processed at the East Stockton Transfer Station. Residuals from the East Stockton Transfer Station are disposed at Forward Landfill.

The permitted daily maximum disposal at the Forward Landfill is 8,668 tons per day. The total permitted capacity of the Forward Landfill is 59.16 million cubic yards, which was expected to accommodate an operational life until January 1, 2036. The remaining capacity of Forward Landfill is 24.7 million cubic yards.

The permitted daily maximum disposal at the Foothill Landfill is 1,500 tons per day. The remaining capacity is 125,000,000 cubic yards with an anticipated closure year of 2082. The permitted daily maximum disposal at the North County Landfill is 825 tons per day. The remaining capacity is 35,400,000 cubic yards with an anticipated closure year of 2048.

The Annexation Project would not generate significant or abnormal volumes of solid waste. Because the General Plan EIR determined that solid waste capacity is adequate to serve the demand resulting from General Plan build-out and the Annexation Project's use is consistent with the General Plan land use designation for the Project site. Should additional solid waste disposal needs become necessary, there would be available capacity at both Foothill Landfill and North County Landfill to accommodate the additional waste generated. Solid waste collection services would continue to be made available to new residents, owners, and tenants of the Project as units begin to become occupied.

The developer's contribution to sanitary connection as part of the Annexation Plan has been estimated based on an approximate total development impact fee of $455,700 for combined fees. This development impact fee is allocated proportionately at a rate of $2,100 per residential unit.

Electricity and Natural Gas

Pacific Gas and Electric Company (PG&E) is responsible for provision of electricity and natural gas to the City and the annexation area. PG&E delivers approximately 86,179 million kilowatt-hours (kWh) of electricity to its 15 million customers throughout the 70,000-square-mile service area in northern and central California. The PG&E service area is divided into seven distribution areas, with Stockton located in the Stockton Division of PG&E's Operations, Maintenance, and Construction Area 5.

PG&E is also responsible for the provision of natural gas to the City. Gas is delivered to the City and the City Planning Area through portions of PG&E's 48,198 miles of natural gas pipelines. Residents, owners, and/or tenants would be responsible for paying for electricity and natural gas services, based on the amount of energy used.

Police Services

Law enforcement services for the City of Stockton are provided by the Stockton Police Department (SPD). The SPD service area covers over 65 square miles. The average response time to in-progress life threatening emergencies is between three and five minutes. Depending on the nature of the call, the time of day, the location, and the number of on-duty personnel, response times to non-emergency calls can exceed 25 minutes. SPD serves the area to the City limits, while the San Joaquin County Sheriff's Department serves all adjacent unincorporated areas within the Stockton SOI (City of Stockton, 2020). Through a mutual aid agreement, SPD and the County Sheriff's Department can call upon each other to provide service when requested.

SPD consists of 485 sworn police officers and 227 civilian staff. Stockton's 2019 population was approximately 316,400, which resulted in a ratio of 1.533 sworn staff per 1,000 residents (City of Stockton, 2020). This ratio exceeds the City's General Plan Safety Element minimum standard of 1.5 sworn officers per 1,000 residents.[1] Although the Stockton General Plan states that the City strives to achieve a ratio of 1.5 sworn officers per 1,000 population, staffing levels in the City of Stockton ultimately are determined each year by the City Council in consultation with the City Manager and Chief of Police based on the needs of the City. Additional officers are planned to be hired, as the City

[1] City of Stockton General Plan, Public Facilities and Services Element, PFS-7.2.

population grows. The City's goal is to respond to all priority one emergency calls within an average of five minutes or less.

SPD is organized into two bureaus, Logistics and Operations, and five divisions, including Administrative Services, Field Operations Investigations, Special Operations, and Technical Services. Divisions are coordinated out of two facilities: the Headquarters, located at 22 E. Weber Avenue, and Operations, located at 22 E. Market Street (City of Stockton, 2020).

The SPD management team consists of the Chief of Police, who oversees Professional Standards, Fiscal Affairs and Planning, and Public Information Sections, an Assistant Chief of Police (currently vacant), and two Deputy Chiefs of Police, each overseeing a bureau, and five Police Captains, each overseeing a division (City of Stockton, 2020).

SPD has both traditional and specialized transportation equipment that it uses to conduct patrols, respond to emergencies, and provide programs. The transportation types include bicycles (16 units), marked vehicles (217 units), unmarked vehicles (208 units), motorcycles (27 units), animal control (8 units), and miscellaneous (9 units) (City of Stockton, 2020).

The City of Stockton General Plan includes policies and actions to ensure that SPD continues to provide adequate facilities and staffing levels. Below is a list of relevant policies and actions:

- Carefully plan for future development and proactively mitigate potential impacts (Policy LU-6.1).
- Maintain adequate staffing levels to support achieving the City's service level goals for police and fire protection (Action LU-6.1.G).
- Ensure that all neighborhoods have access to well-maintained public facilities and utilities that meet community service needs (Policy LU-6.3).
- Require development to mitigate any impacts to existing sewer, water, stormwater, street, fire station, park, or library infrastructure that would reduce service levels (Action LU-6.3.A).

The Fiscal Year 2024-2025 budget for SPD is $16,453,310. The need for additional personnel in the future will be addressed by the Chief of Police, the City Manager, and the City Council as response times are reassessed annually and as budget allows. The budget for SPD is expected to increase, as development of the City of Stockton continues. Development of the area to be added to the 10-year planning horizon as part of the annexation to the SOI would provide additional revenues to SPD.

SPD has sufficient resources to serve the annexation area. Staffing levels at the SPD are adjusted based on Police Department response times and new hiring is expected to occur as the population of Stockton grows. Additional revenue would be provided directly to SPD, through the payment of development fees, by the applicants of the Murray Ranch Subdivision Project. Furthermore, the proposed developments would be more easily accessible by improved road infrastructure that would be developed in the future. This extension of services would occur concurrently with the development of the annexation area.

The developer's contribution to police services as part of the Annexation Plan has been estimated based on an approximate total development impact fee of $128,247. This development impact fee is allocated proportionately at a rate of $591 per residential unit.

Fire Services

The Stockton Fire Department (SFD) is responsible for the primary provision of fire services and emergency medical response for the City and its residents, including the surrounding unincorporated areas. SFD provides service to a 91-square-mile area, serving a population of approximately 336,000 people within the City and the County's Boggs Tract, Lincoln, Eastside, and Tuxedo-Country Club Fire Protection Districts. SFD is comprised of 187 sworn fire personnel and 46 civilian personnel (City of Stockton, 2023).

SFD consists of six operational divisions: Administration, Operations, Fire Prevention, Training, Communications/Dispatch, and Emergency Medical Services. SFD is led by a Fire Chief, who reports to the City Manager's Office (City of Stockton, 2022A). Each division is managed by a Deputy Chief or Division Chief (City of Stockton, 2022B).

SFD has 13 fire stations located throughout the City, with daily staffing levels of three-person fire engine companies, (4) four-person truck companies, two battalion chiefs and one chief's operator (City of Stockton, 2023). In addition, SFD has access to 7,000 hydrants in key locations providing adequate water for the surrounding areas (City of Stockton, 2020). Each fire station has one fire engine, and the truck companies are located at SFD Stations 2, 3, and 4, and 7. The Training Division and Communications Division are located at Station 2, the central fire station. The Hazardous Material Team is staffed by Station 3, and Urban Search and Rescue Team is staffed by Station 2 (City of Stockton, 2022B). The annexation area is expected to be served primarily by Station 12, which is located approximately 0.65 miles northeast of the annexation area.

The City of Stockton provides contractual fire services to the County's Boggs, Tract Eastside, Lincoln, and Tuxedo-Country Club Fire Protection Districts. These districts cover unincorporated areas in Stockton's SOI, and Boggs tract and Country Club are entirely within Stockton's SOI. These districts pay for services based on the proportion of the cost for fire services, as calculated by the ratio of assessed property value in the districts to the total assessed property value in the City (City of Stockton, 2020). In addition, SFD also provides emergency response services within the City limits and to the four adjoining County fire districts (Boggs, Tract, Tuxedo-Country Club, Eastside, and Lincoln Fire Protections Districts). In 2022, SFD received approximately 68,000 calls for services and responded to 44,665 emergency incidents, including 17,935 EMS emergencies and 4,658 fire incidents (City of Stockton, 2023). The Project site is located within the Eastside Rural Fire Protection District, which provides fire service to several unincorporated islands east and adjacent to the City of Stockton. The total service area of the District is approximately 7,451 acres (San Joaquin County LAFCO, 2023).

The Insurance Services Office (ISO) Public Protection Classification Program currently rates the Fire Department as 2 on a scale of 1 to 10, with 1 being the highest possible protection rating and 10 being the lowest. The ISO rating measures individual fire protection agencies against a Fire

Suppression Rating Schedule, which includes such criteria as facilities and support for handling and dispatching fire alarms, first-alarm response and initial attack, and adequacy of local water supply for fire-suppression purposes. As of 2019, the Stockton Fire Department ISO rating is a level 2 (City of Stockton, 2020).

The City of Stockton General Plan includes policies and actions to ensure that the SFD continues to provide adequate facilities and staffing levels. Below is a list of relevant policies and actions:

- Carefully plan for future development and proactively mitigate potential impacts (Policy LU-6.1).
- Monitor the rate of growth to ensure that it does not overburden the City's infrastructure and services and does not exceed the amounts analyzed in the General Plan EIR (Action LU-6.1.B).
- Maintain adequate staffing levels to support achieving the City's service level goals for police and fire protection (Action LU-6.1.G).
- Ensure that all neighborhoods have access to well-maintained public facilities and utilities that meet community service needs (Policy LU-6.3).
- Require development to mitigate any impacts to existing sewer, water, stormwater, street, fire station, park, or library infrastructure that would reduce service levels (Action LU-6.3.A).

The average response time for all types of calls between the years 2015 and 2016 (the most recent data available), was five (5) minutes and 47 seconds.

The FY 2024-2025 budget for the SFD is $24,126,011. The need for additional firefighters in the future will be addressed as warranted. Development of the Annexation Project would provide additional revenues to the SFD, which would help to ensure that adequate fire service is extended to the annexation area.

The developer's contribution to fire services as part of the Annexation Plan has been estimated based on an approximate total development impact fee of $169,477. This development impact fee is allocated proportionately at a rate of $781 per residential unit.

School Services

The annexation area is located within the boundaries of the Stockton Unified School District (SUSD). The development impact fee is the source of school capital improvement funding provided by new development. The SUSD is eligible to levy Level II and III development impact fees on new residential and commercial development. Development impact fees for SUSD are $5.04 per square foot of residential development. The Annexation Project includes the development of 217 additional housing units. The number of students generated by the proposed residential would be consistent with the levels assumed in General Plan EIR as the Annexation Project is consistent with General Plan's land use assumptions for the Project site.

The SUSD serves 33,000 K-12 students in Stockton (2023-2024 school year). The SUSD operates 56 school sites, including 41 K-8 schools, four comprehensive high schools, three small high schools, one alternate high school, one special education school, and 5 dependent charter schools. With the payment of school fees to the applicable school districts, timely extension of school services to the annexation area is expected.

The developer's contribution to the school services as part of the Annexation Plan has been estimated based on an approximate total development impact fee of $2,493,491. This development impact fee is allocated proportionately at a rate of $11,491 per residential unit.

Parks and Recreation

Under the park standards outlined in the City's General Plan, the City aims to provide 2 acres of neighborhood parkland, 3 acres of community parkland, and 3 acres of regional parkland per 1,000 residents. With the existing population of 319,731 residents, the City is currently deficient in meeting its park service standards in all categories. The General Plan has established a parkland standard of 2 acres of neighborhood parkland, 3 acres of community parkland, and 3 acres of regional parkland per 1,000 residents. Based on the 679 new residents, the proposed Project would require 1.358 acres of neighborhood park, 2.037 acres of community park, and 2.037acres of regional park.

The proposed project includes 4 separate lots dedicated to open space and recreation. Lot A is a 2.04 acres linear park that contains numerous valley oaks trees and aquatic/drainage habitat. This area is intended to be left intact and serve as passive open space and recreation. Lot B is a 0.138-acre park space that is intended to be attached to a larger park that was approved with a separate subdivision to the south of the park. Lot C is a 0.539-acre open space lot that is intended to be passive open space. Lot D is a 0.327-acre open space lot that is intended to be passive open space. Amenities that may be included within the 4 park/open space lots include linear paths, benches, tot lot, and shade structures. The exact design and amenities of these four lots will be determined through the improvement design process with the City of Stockton. The design process will also determine what proportion of the lots is eligible for park credit.

The Annexation Project would be subject to Municipal Code, Section 16.72.060(C), Park Land Dedications and Fees, which required for the dedication of land and/or the payment of fees to the City for park and recreational purposes and/or the construction of park and recreational facilities.

The developer's contribution to the Parks and Recreation fee as part of the Annexation Plan has been estimated based on an approximate total development impact fee of $607,166. This development impact fee is allocated proportionately at a rate of $2,798 per residential unit.

Other Government Facilities

The Project would be subject to Stockton Municipal Code Section 16.72.260, Public Facilities Fee (PFF), which requires payment of a PFF fee on issuance of building permits for development in the City to pay for municipally owned facilities, including but not limited to City office space, libraries, and community recreation centers. Payment of the fee is required to implement the goals and objectives of the General Plan and to mitigate the impacts caused by future development in the City.

The payment of fees has been identified to finance public facilities and/or compensation measures, and to pay for each development's fair share of the construction costs of these improvements, and/or the costs of the compensation measures. For the Annexation Project, the project total fees due at the time of building permit issuance, including the impact fees identified previously for water, sewer, solid waste, police, fire, schools, and parks is $12,129,444, which equates to an average of $55,896 per unit.

Findings

Overall, existing public services, with improvements proposed as a part of the Project, would be adequate to serve the Project and its future residents. The Annexation Project would require the extension of services provided by the City, including public safety and utility services. The level and range of these public services is described in this document and in additional detail in the Murray Ranch Subdivision Project Environmental Checklist. The design, engineering, and construction of these services and infrastructure improvements will be financed by the developer subject to approval by the City of Stockton.

4. TIMELY AVAILABILITY OF WATER SUPPLIES

The Annexation Project includes a total area of 37.4 acres that is intended for the development of up to 217 residential units and 4 separate lots dedicated to open space and storm drain treatment. The construction of the Annexation Project would increase water demand on-site. Water service for the Annexation Project will be provided by CalWater. CalWater's UWMP for outlines the available water supply and projected demands through the year 2045, including under normal, single-dry, and multiple-dry year scenarios. According to the UWMP, CalWater receives its water supply from both surface water (primarily from SEWD) and groundwater extracted from the Eastern San Joaquin Groundwater Subbasin. The UWMP demonstrates that CalWater District has sufficient water supplies to meet projected future demands for its service area under all hydrologic conditions, including during extended drought periods.

The General Plan designates the Project site for Residential use and the Annexation Project is consistent with that land use designation. Furthermore, the General Plan EIR concluded that CalWater will have sufficient water supplies to meet the projected demands from development allowed by the General Plan, and therefore has sufficient water supplies available to serve the Annexation Project from existing entitlements and resources, and would not require new or expanded entitlements during normal, dry, and multiple dry years. The Annexation Project is considered planned growth and to the extent that the Annexation Project would require additional water supply.

As identified above, the Annexation Project would not result in insufficient water supply availability to serve the Project from existing entitlements and resources.

5. FAIR SHARE HOUSING NEEDS

The extent to which the proposal would affect the City in achieving its respective fair share of regional housing needs, as determined by the SJCOG consistent with Article 10.6 (commencing with Section 65580) of Chapter 3, Division 1 of Title 7 is provided below.

The annexation area is currently under San Joaquin County jurisdiction and is not subject to the City of Stockton's Housing Element. The San Joaquin County General Plan currently designates the annexation area for Low Density Residential (R/L). The annexation request includes an amendment to the City's 10-year planning horizon. and is planned in the City of Stockton General Plan for Low Density Residential (maximum density is 6.1 dwelling units per acre [du/ac]). Additionally, the San Joaquin County Zoning Ordinance currently designates the annexation area for AU-20 (Agriculture-Urban Reserve, 20 Acres).

It is expected that the units built as part of the Murray Ranch Subdivision Project will be developed at market rate and would therefore be included within the above moderate and/or moderate-income categories (as defined by RHNA).

Table 3 shows the City's remaining RHNA allocation based on income category and the need which has already been satisfied during the Housing Element period (i.e., January 1, 2023, to December 31, 2031) by already built and approved units. To ensure that the City has sufficient capacity to accommodate the RHNA allocation throughout the planning period, HCD recommends in its "Housing Element Site Inventory Guidebook" (Government Code Section 65583.2) that the City create a buffer in the sites inventory of 15 to 30 percent more capacity than required, especially for capacity to accommodate the lower-income RHNA allocation. As shown in Table 3, the City has taken this approach and assumed a 30 percent buffer across all income categories.

TABLE 3 – UNIT NEEDS BASED ON BUILT AND APPROVED UNITS (JAN. 1, 2023 – DEC. 31, 2031)

INCOME CATEGORY	*RHNA*	*RHNA WITH 30% CUSHION*	*PIPELINE PROJECTS*	*VACANT SITES*	*TOTAL CAPACITY*	*SURPLUS UNITS*	*SURPLUS OF RHNA WITH 30% CUSHION*
Extremely Low	1,232	1,602	131	1,543	1,674	442	72
Very Low	1,233	1,603	186	1,544	1,730	497	127
Low	1,548	2,012	77	1,544	1,729	181	(283)
Moderate	2,572	3,344	353	3,112	3,519	947	175
Above Moderate	6,088	7,914	13,641	124	13,783	7,695	5,869
Total	**12,673**	**16,475**	**14,388**	**7,867**	**22,435**	**9,762**	**5,960**

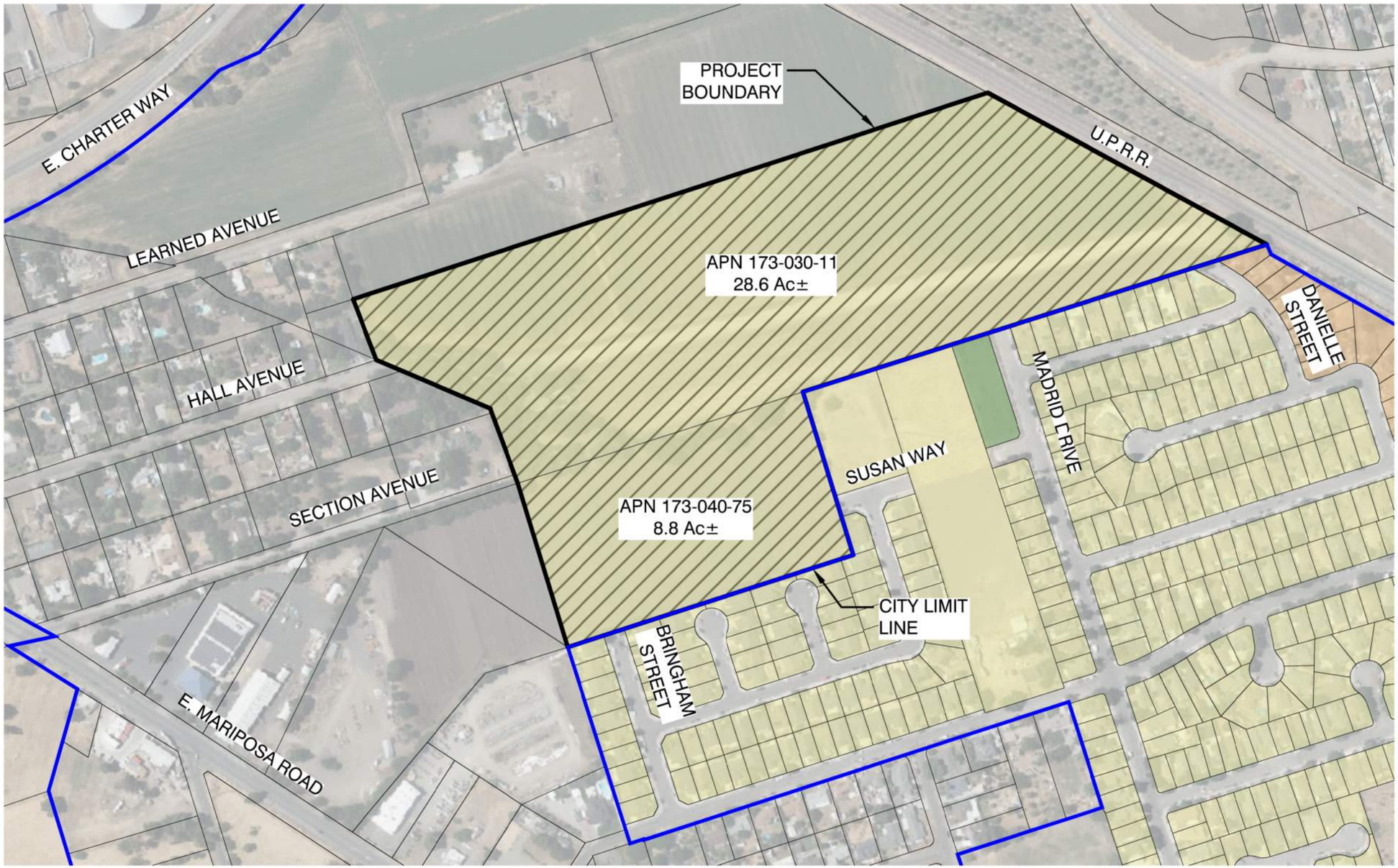
SOURCE: CITY OF STOCKTON, 2023.

As shown in Table 3, the City has a surplus of sites available to meet its 2023-2031 RHNA allocation by income category. The current Stockton Housing Element, adopted by the City Council and reviewed and approved by HCD, has identified residential land inventory within the Land Use Element of the General Plan to meet the RHNA allocation for the current period.

MURRAY RANCH
PREZONE EXHIBIT

JUNE, 2022

NorthStar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524–3525 Phone (209) 524–3526 Fax



LEGEND

COLOR	PROPOSED ZONING
	RESIDENTIAL, LOW DENSITY
	RESIDENTIAL, LOW DENSITY WITH PD OVERLAY
	RESIDENTIAL, MEDIUM DENSITY
	PUBLIC FACILITIES

300 150 0 300

1" = 300'

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DWGNAME: F:\21-2781 Murray Ranch\Planning\Exhibits\Prezone Exhibit\Murray Ranch_Prezone Exhibit (2022_06-03).dwg

REQUEST FOR ANNEXATION AND PREZONING FOR A PROPOSED 217 LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AT 2560 HALL AVENUE (P23-0346)

City Council Meeting
Agenda Item 16.2
July 15, 2025

LOCATION

2560 Hall Avenue

The Project site is located south of E. Charter Way and North/East of Mariposa Road.

GENERAL PLAN & ZONING

GENERAL PLAN

Designation of Residential, which supports residential land uses.

ZONING

No current zoning. Site will be pre-zoned to Residential, Low Density (RL) zoning.

PROJECT ENTITLEMENTS

PC Approval

- CEQA Determination
- Vesting Tentative Map
- Planned Development Permit
- Waiver & Heritage Tree Removal
- PC Recommendation to CC for Pre-zoning

City Council Consideration

- CEQA Determination
- Pre-zoning of Site to Residential Low Density (RL)
- Approval of a City Services Plan
- Filing of Application to LAFCo

LAFCo Consideration

- LAFCo Hearing
- Site is Annexed into City of Stockton

PREZONING

- PROJECT SITE HAS NO CITY ZONING
  Proposal is for Residential, Low Density (RL) Zoning

- PROJECT IS CONSISTENT WITH THE GENERAL PLAN
  General Plan designation is Low Density Residential, and RL Zoning is consistent with this designation.

- PC RECOMMENDATION TO CITY COUNCIL
  The PC recommended approval. With Council's approval, the application can be submitted to LAFCo for annexation to Stockton

ENVIRONMENTAL CLEARANCE

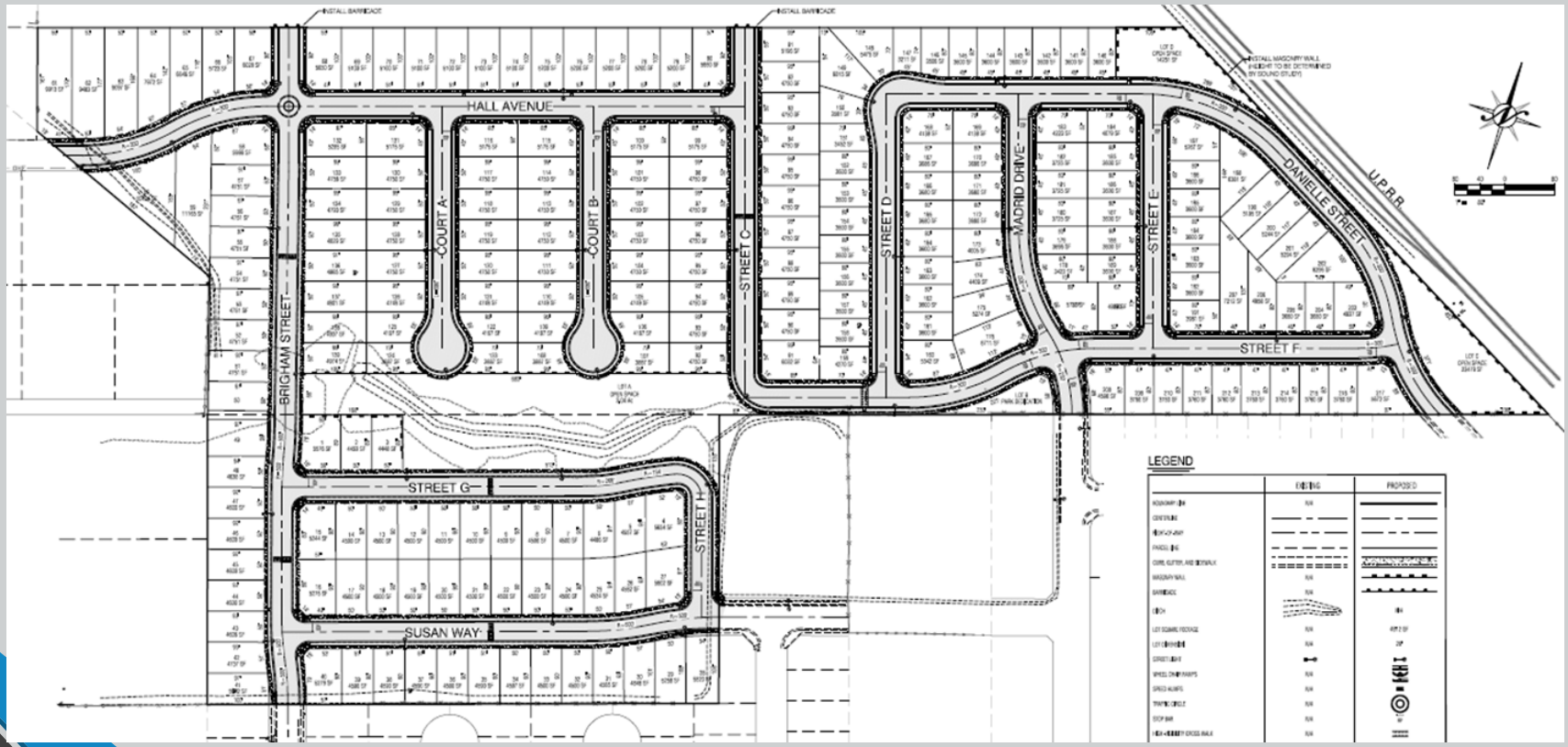
- **CEQA Section 15183 – Consistent with General Plan EIR**

  Can be used when projects are:
  - Consistent with the current General Plan Policies
  - Consistent with certified General Plan EIR
  - Technical studies still prepared to evaluate traffic, biology, etc.
  - No “Project Specific” significant effects related to traffic, noise, air quality, or water quality.

SITE PLAN

Includes:

+ 37.4 Acre Site
+ 217 units
+ 3 lots sizes (45x80, 50x90, 50x95)
+ Landscaping and park spaces



PUBLIC COMMENTS

4/10/2025 PLANNING COMMISSION HEARING

- Hall Avenue residents expressed concerns in opposition citing traffic, biological resources, and noticing process
- Planning Commission Approved recommendation to City Council (6-0 unanimous vote)

5/7/2025 NEIGHBORHOOD MEETING

- Mostly attended by neighbors from Hall Avenue and City staff
- Concerns raised about loss of neighborhood feel, heavy truck traffic during construction, wanting assurances park would be built in the project

NOTICING

Noticed in the Record and mailers – 6/25/2025

RECOMMENDATION

- **Find** — No further environmental review is necessary
- **Adopt an Ordinance** — For the Pre-zoning of APNs 173-030-11 and 173-040-75 to Residential, Low (RL)
- **Adopt a Resolution** — Authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission
- **Authorize the City Manager** — To take appropriate and necessary actions to carry out the purpose and intent of the approved resolutions and ordinance.