



City of Stockton

City Council and
Concurrent Authorities

Meeting Agenda - - Revised 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, October 13, 2026

1:00 PM

Council Chamber, City Hall, 501 W Weber Ave,
Building 1, Stockton CA

Regular Session 1:00 PM :: Closed Session To Follow

1. **REGULAR SESSION CALL TO ORDER/ROLL CALL**
2. **INVOCATION/PLEDGE TO FLAG**
3. **ADDITIONS TO REGULAR SESSION AGENDA*****
4. **RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS**
 - 4.1 [26-1009](#) **PROCLAMATION: CALIFORNIA STATE CODE ENFORCEMENT OFFICER APPRECIATION WEEK**
Department: Office of the Mayor
 - 4.2 [26-1139](#) **PROCLAMATION: DOMESTIC VIOLENCE MONTH**
Department: Office of the Mayor
5. **PUBLIC COMMENTS* – MATTERS NOT ON THE AGENDA**
6. **CONSENT AGENDA**
 - 6.1 [26-0938](#) **APPROVE MOTION FOR THE PURCHASE OF VARIOUS POLICE VEHICLES AND Authorize Contract Change Order No. 5 FOR the police department and city VEHICLE Up-Fitting**

Recommended Action:

RECOMMENDATION

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

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

Approve the use of a Leveraged Purchasing Agreement through the State of California, Department of General Services, Contract No. 1-22-23-14C, in the amount of \$1,841,418.88, with Folsom Lake Ford of Folsom, CA, for the purchase of 32 police interceptors.

Approve the use of a Leveraged Purchasing Agreement through the State of California, Department of General Services, Contract No. 1-22-23-30, in the amount of \$182,895.56, with Long Beach BMW Motorcycles of Long Beach, CA, for the purchase of four police BMW motorcycles.

Authorize Contract Change Order No. 5, in the amount of \$1,260,000, with Stommel, Inc. dba Lehr Auto Electric of Sacramento, CA, for the Police Department and City Vehicle Up-Fitting, Project No. OM-23-022, bringing the contract total to \$7,628,083.91.

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 - Vehicle Replacement List](#)

[Attachment B - LPA with Folsom Lake Ford](#)

[Attachment C - LPA with Long Beach BMW](#)

[Attachment D - CCO No 5 with Stommel dba Lehr Auto Electric](#)

6.2 [26-0954](#)

ADOPT A RESOLUTION TO AWARD A CONTRACT TO PIPE AND PLANT SOLUTIONS INC. FOR ON-CALL LARGE LINE INSPECTION AND CLEANING SERVICES FOR CITYWIDE WASTEWATER COLLECTION SYSTEMS

Recommended Action:

RECOMMENDATION

It is recommended that the City Council adopt a resolution to award the five-year contract On-Call Large Line Inspection and Cleaning Services, Project No. PUR 26-033, to Pipe and Plant Solutions Inc. (PPSI) of Hayward, CA, for inspections and cleaning within the citywide sewer collection systems, in an amount not to exceed \$2,000,000.

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

Department: Municipal Utilities

Attachments: [Proposed Resolution](#)

[Exhibit 1](#)

6.3 [26-1004](#) **APPROVE FINDINGS AND AUTHORIZE THE PURCHASE OF
CENTRIFUGE REPLACEMENT PARTS AND MAINTENANCE
SERVICES FROM GEA MECHANICAL EQUIPMENT U.S., INC.
(CITYWIDE)**

Recommended Action: RECOMMENDATION

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

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

Authorize a five-year sole source agreement with GEA Mechanical
Equipment U.S., Inc of Janesville, Wisconsin, in an amount not-to-exceed
\$500,000, for training, parts, repair, and maintenance services.

It is further 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](#)

6.4 [26-1005](#) **APPROVE FINDINGS AND AUTHORIZE THE PURCHASE OF DISC
FILTER SYSTEM REPLACEMENT PARTS AND ON-CALL REPAIR
SERVICES FROM VEOLIA WATER TECHNOLOGIES (CITYWIDE)**

Recommended Action: RECOMMENDATION

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

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

Authorize a five-year sole source agreement with Veolia Water
Technologies of Cary, North Carolina, not to exceed the amount of
\$900,000, for materials, on-call repair, and maintenance services for the
Veolia Water Technologies disc filter system (Exhibit 1 to the Resolution).

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

Department: Municipal Utilities

Attachments: [Proposed Resolution](#)
 [Exhibit 1](#)

6.5 [26-1020](#) **APPROVE MOTION TO ENTER INTO A PIGGYBACK PURCHASING
AGREEMENT WITH PACIFIC STORAGE COMPANY, PURSUANT TO
COUNTY OF FRESNO AGREEMENT NO. 24-104, FOR ON-SITE AND
OFF-SITE CONFIDENTIAL DOCUMENT SHREDDING, AND**

**INFORMATION MEDIA DESTRUCTION SERVICES, FOR THE
REMAINDER OF THE ORIGINAL TERM, WITH TWO ONE-YEAR
EXTENSIONS, THROUGH MARCH 11, 2029, AND A TOTAL NOT TO
EXCEED AMOUNT OF \$350,000.00**

Recommended Action: RECOMMENDATION

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

Approve the findings pursuant to Stockton Municipal Code Section 3.68.070 supporting an exception to the competitive bidding requirements to utilize County of Fresno Agreement No. 24-104;

Authorize the City Manager to execute a piggyback purchasing agreement with Pacific Storage Company for on-site and off-site confidential document shredding and information media destruction services for the remainder of the original term, with two one-year extensions, through March 11, 2029, in a total not to exceed amount of \$350,000.00.

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

Department: Administrative Services

Attachments: [Attachment A - Pacific Storage Company Agreement](#)

**6.6 [26-1024](#) APPROVE FINDINGS AND ADOPT A RESOLUTION AUTHORIZING
CONTRACT CHANGE ORDER NO. 2 WITH GATEWAY PACIFIC
CONTRACTORS, INC. FOR IMPROVED SOURCE CAPACITY AND
EFFICIENCY OF THE GROUNDWATER RECHARGE PROJECT**

Recommended Action: RECOMMENDATION

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

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

Authorize Contract Change Order No. 2 with Gateway Pacific Contractors, Inc. (Gateway Pacific), in the amount of \$2,336,169, to increase the capacity and efficiency of the groundwater recharge project, for a total contract amount not to exceed \$19,533,982.

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](#)

6.7 [26-1079](#) ORDINANCE AMENDING STOCKTON MUNICIPAL CODE, TITLE 10,

**CHAPTER 10.04, SECTION 10.04.600, "USE OF STREET FOR
STORAGE OF VEHICLES PROHIBITED" TO CLARIFY WHEN A
VEHICLE IS DEEMED TO HAVE BEEN PARKED OR LEFT
STANDING FOR 72 OR MORE CONSECUTIVE HOURS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

Adopt an ordinance amending Stockton Municipal Code (SMC) Title 10, Chapter 10.04, Section 10.04.600 to clarify that a vehicle may not be parked or left standing upon a street or alley for 72 or more consecutive hours and establishing an objective standard for determining whether a vehicle has been moved during the applicable 72-hour period; and

Authorize the City Manager, or designee, to take all appropriate and necessary actions to carry out the purpose and intent of the ordinance.

Department: Police

Attachments: [Attachment A - Proposed Ordinance - redline](#)
[Proposed Ordinance - clean](#)

**6.8 [26-1081](#) ORDINANCE AMENDING STOCKTON MUNICIPAL CODE, TITLE 9,
CHAPTER 9.64, SECTION 9.64.020, "DRINKING LIQUOR IN PUBLIC"
TO CHANGE THE SECTION TITLE TO "POSSESSION OF OPEN
CONTAINERS OF ALCOHOLIC BEVERAGES IN PUBLIC PLACES,"
AND REVISE THE PROHIBITION TO ADDRESS POSSESSION OF
OPEN CONTAINERS OF ALCOHOLIC BEVERAGES**

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

Adopt an ordinance amending Stockton Municipal Code (SMC), Title 9, Chapter 9.64, Section 9.64.020, "Drinking Liquor in Public," to change the title to "Possession of open containers of alcoholic beverages in public places," expand the prohibition to address possession of open containers of alcoholic beverages, add definitions, and establish exceptions; and

Authorize the City Manager, or designee, to take all appropriate and necessary actions to carry out the purpose and intent of the ordinance.

Department: Police

Attachments: [Attachment A - Proposed Ordinance - redline](#)
[Proposed Ordinance - clean](#)

**6.9 [26-1097](#) APPROVE RESOLUTION ACCEPTING GRANT FUNDING FROM THE
OFFICE OF COMMUNITY ORIENTED POLICING TECHNOLOGY AND
EQUIPMENT GRANT FOR THE COMBATTING CRIME IN REAL TIME
PROGRAM IN THE AMOUNT OF \$1,000,000**

Recommended Action:

RECOMMENDATION

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

Authorize the City Manager, or designee, to accept an Office of Community Oriented Policing Services (COPS) Grant award allocation from the United States Department of Justice in the amount of \$1,000,000; and

Authorize the City Manager, or designee, to execute all grant award documents as required by the United States Department of Justice and accept applicable terms and conditions; and

Amend the Fiscal Year 2026-27 Annual Budget to increase the Police Grants & Special Programs revenue and expenditure appropriation by \$1,000,000; and

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

Department: Police

Attachments: [Proposed Resolution](#)

6.10 [26-1111](#)

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE PORT OF STOCKTON AND AUTHORIZING NECESSARY EXPENDITURE FOR THE BUCKLEY COVE INLET MAINTENANCE DREDGING PROJECT

Recommended Action:

RECOMMENDATION

It is recommended that the Stockton City Council adopt a Resolution:

Approving findings pursuant to Stockton Municipal Code (SMC) 3.68.070 in support of an exception to the competitive bidding process; and

Authorizing the City Manager to enter into a Dredged Sediment Agreement with the Port of Stockton (Port) for use of the Roberts Island Dredged Material Placement Site for Capital Improvement Project EV22601, including payment of the applicable dredged sediment tipping fee; and

Authorizing the City Manager, or designee, to approve necessary budget amendments and establish or modify expenditure accounts, as may be required to implement the Dredged Sediment Agreement and associated project costs; and

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

Department: Housing, Homelessness, Events & Parking Department

Attachments: [Attachment A - Resolution No. 2026.04.28.1205](#)

[Proposed Resolution](#)

[Exhibit 1 - Port of Stockton Dredged Sediment Agreement](#)

6.11 [26-1123](#)

ADOPT RESOLUTION APPROVING THE ANNUAL DISPLAY OF THE

JUNETEENTH FLAG

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

Adopt a resolution to have the Juneteenth Flag displayed annually, for one week, in commemoration of the Emancipation of Enslaved African Americans on June 19, 1865; and

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

Department: City Clerk

Attachments: [Attachment A - Resolution 2019-11-05-1103](#)
[Proposed Resolution](#)

6.12 [26-1141](#) APPOINTMENTS TO CITY COUNCIL COMMITTEES AND COMMISSIONS

Recommended Action: RECOMMENDATION

Adopt Resolution approving the Mayor's appointments to the Council Committees and other committees/organizations/boards.

Department: City Clerk

Attachments: [Attachment A - Council Policy 3.06](#)
[Proposed Resolution](#)
[Exhibit 1](#)

6.13 [26-1146](#) RECONSIDERATION OF RESOLUTION NO. 2025-01-07-0301 RATIFYING THE APPOINTMENT OF DISTRICT 6 COUNCILMEMBER JASON LEE AS VICE MAYOR

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

Conduct a public discussion regarding reconsideration of Resolution No. 2025-01-07-0301, adopted January 7, 2025, ratifying the appointment of District 6 Councilmember Jason Lee as Vice Mayor of the City of Stockton.

Consider whether the continued appointment of Councilmember Jason Lee as Vice Mayor serves the institutional and operational interests of the City Council.

Provide direction regarding any further action consistent with Article XI, Section 1103 of the Stockton City Charter, the Council Policy Manual, and applicable law.

Department: Mayor and City Council

7. ADMINISTRATIVE MATTERS

8. UNFINISHED BUSINESS

9. HEARINGS**

10. NEW BUSINESS

- 10.1 [26-0955](#) REQUEST FOR CONSIDERATION OF AN APPEAL FILED BY PRIDE TRUCK SALES, LP OF THE PLANNING COMMISSION'S DENIAL OF AN ADMINISTRATIVE INTERPRETATION OF NONCONFORMING TRUCK SALES USE AT 2546 TURNPIKE ROAD (APN: 165-261-25 & 165-261-26) (P26-0148)

Recommended Action: RECOMMENDATION

It is recommended that the City Council uphold the Planning Commission's interpretation of the Development Code that determined the former truck sales and other truck-related uses are not recognized as legal nonconforming uses at 2546 Turnpike Road (APN 165-261-25 & 165-261-26), and that the nonconforming use was voluntarily terminated by discontinuance and cannot be re-established.

Department: Community Development

Attachments: [Attachment A - Location Map and Aerial Photo](#)

[Attachment B - Zoning Map](#)

[Attachment C - 2018 Business License Approval and Letter to Applicant](#)

[Attachment D - City Correspondence](#)

[Attachment E - Request for interpretation of the Development Code](#)

[Attachment F - Planning Commission Resolution 2026-07-09-0601](#)

[Attachment G - Appeal Letter & Supplemental Information](#)

[Proposed Resolution](#)

[PPT 2026-10-13 Item 10.01 \(Pride Trucking Appeal\)](#)

- 10.2 [26-0962](#) STAFF PRESENTATION OF THE PROGRAM YEAR 2025-2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ENTITLEMENT PROGRAMS

Recommended Action: RECOMMENDATION

It is recommended that the City Council receive this informational staff presentation of the Program Year 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for the U.S. Department of Housing and Urban Development (HUD) Entitlement Programs.

Department: Housing, Homelessness, Events & Parking Department

Attachments: [Attachment A - 2025-2026 CAPER](#)
 [Attachment B - CAPER Goals & Accomplishments](#)
 [PPT 2026-10-13 - Item 10.02 - CAPER Presentation 2025-2026](#)

11. CITY MANAGER'S UPDATE

12. COUNCIL COMMENTS

13. ADDITIONS TO CLOSED SESSION AGENDA

14. ANNOUNCEMENT OF CLOSED SESSION

14.1 [26-1128](#) CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: City Manager Johnny Ford; Deputy City Manager Will Crew; Deputy City Manager Christine Tien; Interim City Attorney Donald Larkin; Chief Financial Officer Gilbert Garcia, Interim Director of Human Resources Marie Guillory-Jones; Supervising HR Analyst Labor Jasmine Pantoja; Police Chief McFadden; Assistant Chief Scott Graviette; Fire Chief Carr

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

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

Department: City Attorney

14.2 [26-1130](#) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Recommended Action:

Number of Parcels: Approximately 2.01-acre portion

Address: 7306 Shoreline Drive, Stockton, California

APN: 071-220-07

Owner: Verona Office Plaza LLC, a California limited liability company, an affiliate of MGD Inc., a California corporation doing business as The Garibaldi Company

Agency Negotiators: City Manager Johnny Ford; Captain Bradley Burrell; Deputy Redevelopment Director Jordan Peterson; and Senior Real Property Agent Nancy Arroyo

Under Negotiation: Terms and Conditions of Conveyance

This Closed Session is authorized pursuant to Section 54956.8 of the Government Code.

Department: City Attorney

14.3 [26-1132](#)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Three

Name of Case: *Courtney Christy v. City of Stockton*, (San Joaquin County Superior Court Case No. CU-2026-0071487)

Name of Case: *Chad Reed v. City of Stockton*, (San Joaquin County Superior Court Case No. CU-2026-0071453)

Name of Case: *Danielle Rivera v. City of Stockton*, (San Joaquin County Superior Court Case No. STK-CV-UPI-2024-13687)

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

Department: City Attorney

14.4 [26-1133](#)

CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: One

The City is in receipt of information concerning facts and circumstances that might result in litigation against the City which are known to potential plaintiffs and that pertain to potential claims of harassment, discrimination, or retaliation by the potential plaintiffs against the City.

This Closed Session is authorized pursuant to section 54956.9, subd. (d) (2), (e)(2) of the Government Code.

Department: City Attorney

**14.5 [26-1134](#) CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE
TO LITIGATION**

Number of Cases: One

The City is in receipt of information concerning facts and circumstances that might result in litigation against the City which are known to a potential plaintiff and that pertain to potential discrimination and other employment-related claims by the potential plaintiff against the City.

This Closed Session is authorized pursuant to section 54956.9, subd. (d) (2), (e)(2) of the Government Code.

Department: City Attorney

**14.6 [26-1135](#) CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE
TO LITIGATION**

Number of Cases: One

The City is in receipt of information concerning facts and circumstances that might result in litigation against the City which are known to a potential plaintiff and that pertain to potential claims of harassment and retaliation by the potential plaintiff against the City.

This Closed Session is authorized pursuant to section 54956.9, subd. (d) (2), (e)(2) of the Government Code.

Department: City Attorney

15. RECESS TO CLOSED SESSION

16. REPORT OF ACTION TAKEN IN CLOSED SESSION

17. ADJOURNMENT

1. 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 October 9, 2026, in compliance with the Brown Act.

Bonnie Paige, CMC
Interim City Clerk

Charmaine Luna Digitally signed by Charmaine
Luna
Date: 2026.10.09 18:58:36 -07'00'
By: _____

Deputy

PUBLIC COMMENTS

**Citizens may comment on any subject within the jurisdiction of the City Council and Concurrent Authorities, 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 for meetings scheduled between noon (12:00 PM) and 5:00 PM. Material must be submitted to the City Clerks' Office of applicable meeting body support staff no later than 8:00 AM the day of the meeting. Meetings scheduled after 5:00 PM. Materials must be submitted to the City Clerk's Office or applicable meeting body support staff no later than noon (12:00 PM) the day of the meeting. 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.*

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 501 W. Weber Ave, Stockton, California 95203 during normal business hours or by calling (209) 937-8458, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.

Materials related to an item on this agenda submitted to City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 501 W. Weber Ave, Stockton, California 95203, during normal business hours. Such documents are also available on the City's website at www.stocktongov.com subject to staff's ability to post the documents before the meeting.

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

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.



City of Stockton

Legislation Text

File #: 26-1009, **Version:** 1

PROCLAMATION: CALIFORNIA STATE CODE ENFORCEMENT OFFICER APPRECIATION WEEK



City of Stockton

Legislation Text

File #: 26-1139, **Version:** 1

PROCLAMATION: DOMESTIC VIOLENCE MONTH



City of Stockton

Legislation Text

File #: 26-0938, **Version:** 1

APPROVE MOTION FOR THE PURCHASE OF VARIOUS POLICE VEHICLES AND AUTHORIZE CONTRACT CHANGE ORDER NO. 5 FOR THE POLICE DEPARTMENT AND CITY VEHICLE UP-FITTING

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. Approve the use of a Leveraged Purchasing Agreement through the State of California, Department of General Services, Contract No. 1-22-23-14C, in the amount of \$1,841,418.88, with Folsom Lake Ford of Folsom, CA, for the purchase of 32 police interceptors.
3. Approve the use of a Leveraged Purchasing Agreement through the State of California, Department of General Services, Contract No. 1-22-23-30, in the amount of \$182,895.56, with Long Beach BMW Motorcycles of Long Beach, CA, for the purchase of four police BMW motorcycles.
4. Authorize Contract Change Order No. 5, in the amount of \$1,260,000, with Stommel, Inc. dba Lehr Auto Electric of Sacramento, CA, for the Police Department and City Vehicle Up-Fitting, Project No. OM-23-022, bringing the contract total to \$7,628,083.91.

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

Public Works is responsible for maintaining the City's fleet of vehicles and equipment, including police vehicles. Staff recommends the replacement purchase of 32 police interceptors and four police BMW motorcycles utilized by the Police Department (Attachment A). The proposed replacement units have surpassed their stated life cycles for performance and efficiency of five years and/or 100,000 miles, or are non-operational due to a motor vehicle accident or mechanical failure. Using Leveraged Purchasing Agreements (LPAs) will allow for the procurement of vehicles, meeting the needs of the Police Department.

These LPAs are available to California State and local government agencies to streamline the procurement process and take advantage of volume purchasing. LPA contracts have been competitively bid, reviewed, evaluated, and recommended to the State of California for consideration of award. The specifications for the police interceptors and police BMW motorcycles available through the State of California meet the City's requirements for their equipment type.

Additionally, on March 7, 2023, by Motion No. 2023-03-07-1206, Council awarded a multi-year Service Contract, in the amount of \$2,158,045.80, to Stommel, Inc. dba Lehr Auto Electric of Sacramento, CA, for the Police Department and City Vehicle Up-Fitting, Project No. OM-23-022. To date, four Contract Change Orders (CCOs) have been executed. The CCOs were needed to provide additional funding for the up-fitting of police vehicles. Council approval is required for CCO No. 5, in the amount of \$1,260,000, as the cumulative amount of CCO Nos. 1 through 4 will exceed the administrative change order authority allowed under the existing contract.

It is recommended that Council approve a motion authorizing the City Manager to execute two LPAs through the State of California, Department of General Services (DGS), with Folsom Lake Ford of Folsom, CA, in the amount of \$1,841,418.88, for the purchase of 32 police interceptors (Attachment B) and with Long Beach BMW Motorcycles of Long Beach, CA, in the amount of \$182,895.56, for the purchase of four police BMW motorcycles (Attachment C).

It is also recommended that Council approve a motion to authorize CCO No. 5, in the amount of \$1,260,000, with Stommel, Inc. dba Lehr Auto Electric of Sacramento, CA, for the Police Department and City Vehicle Up-Fitting, Project No. OM-23-022 (Attachment D). The revised contract amount will be \$7,628,083.91.

DISCUSSION

Background

Public Works is responsible for maintaining the City's fleet of vehicles and equipment, including police vehicles. The City's replacement criteria for police interceptors, police BMW motorcycles, and other marked patrol vehicles is five years and/or 100,000 miles. Adherence to this standard replaces equipment before routine failures and breakdowns occur, reducing the demand for extensive mechanical repairs. The replacement standard increases the resources available for preventative maintenance and is critical to the availability and performance of all fleet equipment, which includes all public safety and emergency response vehicles.

The Fiscal Year (FY) 2026-27 replacement budget for the Fleet Internal Service Fund (ISF) Equipment Acquisition account includes funding to replace 32 marked police interceptors and four police BMW motorcycles utilized by the Police Department. Public Works' staff have identified 32 police interceptors and four police BMW motorcycles that exceed the age and/or mileage criteria, have recurring mechanical or operational problems, and/or are non-operational due to a motor vehicle accident. A total of 36 units is recommended for replacement (Attachment A). All vehicles being replaced will be removed from the fleet and sold at public auction.

On March 7, 2023, by Motion No. 2023-03-07-1206, Council awarded a multi-year Service Contract, in the amount of \$2,158,045.80, to Stommel, Inc., dba Lehr Auto Electric of Sacramento, CA, for the Police Department and City Vehicle Up-Fitting, Project No. OM-23-022. To date, four CCOs have been executed. The CCOs were needed to provide additional funding for the up-fitting of police vehicles. Up-fitting for the 32 new Police Interceptors has been budgeted for FY 2026-27.

Present Situation

The use of LPA contracts streamlines the procurement process and takes advantage of volume

purchasing. LPA contracts have been competitively bid, reviewed, evaluated, and recommended to the State of California for consideration of award. The use of these contracts is optional and is available to California State and local government agencies.

It is recommended that Council approve a motion authorizing the City Manager to execute two LPAs through the State of California, DGS, with Folsom Lake Ford of Folsom, CA, in the amount of \$1,841,418.88, for the purchase of 32 police interceptors (Attachment B) and with Long Beach BMW Motorcycles of Long Beach, CA, in the amount of \$182,895.56, for the purchase of four police BMW motorcycles (Attachment C).

It is also recommended that Council approve a motion to authorize CCO No. 5, in the amount of \$1,260,000, with Stommel, Inc. dba Lehr Auto Electric of Sacramento, CA, for the Police Department and City Vehicle Up-Fitting, Project No. OM-23-022 (Attachment D). The revised contract amount will be \$7,628,083.91.

Findings

Pursuant to Stockton Municipal Code section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. Proposed findings for the LPAs include:

1. The State of California, DGS, established LPAs with Folsom Lake Ford and Long Beach BMW Motorcycles to provide access to preferential pricing for vehicles.
2. The LPAs with Folsom Lake Ford and Long Beach BMW Motorcycles were established pursuant to a formal competitive bidding process conducted by the State of California, DGS, on behalf of its governmental members, of which the City is one.
3. Taking advantage of the LPAs negotiated by the State of California will save the administrative expense of City staff conducting separate procurements.
4. The specifications for the replacement equipment available through the State of California, DGS, contracts meet the City's requirements for their equipment type.

FINANCIAL SUMMARY

There are sufficient funds available in the Public Works FY 2026-27 Fleet ISF, Equipment Acquisition Account No. 4530-718-800004-500-000-00-45, to award two LPAs to Folsom Lake Ford, in the amount of \$1,841,418.88, for the purchase of 32 police interceptors, and to Long Beach BMW Motorcycles, in the amount of \$182,895.56, for the purchase of four police BMW motorcycles. There is also sufficient funding for the issuance of CCO No. 5 to Stommel, Inc., dba Lehr Auto Electric, in the amount of \$1,260,000, for the Police Department and City Vehicle Up-Fitting, Project No. OM-23-022.

Attachment A - Vehicle Replacement List

Attachment B - LPA with Folsom Lake Ford

Attachment C - LPA with Long Beach BMW Motorcycles

Attachment D - CCO No. 5 with Stommel, Inc. dba Lehr Auto Electric

UNIT	YEAR	MAKE	MODEL	CLASS	DEPT	DIVISION	ACCOUNT	PRICE
4144	2016	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4158	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4159	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4160	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4161	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4162	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4163	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4166	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4167	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4168	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4172	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4173	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4175	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4176	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4177	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4178	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4179	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4184	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4186	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4189	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4192	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4193	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4194	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4195	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4196	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4198	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4201	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4202	2017	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4205	2017	FORD	PI UTILITY	Police SUV	Police	Investigations	4530-718-800004-500-000-00-45-000-000	
4233	2018	CHEV	TAHOE PPV	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4234	2018	CHEV	TAHOE PPV	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	

UNIT	YEAR	MAKE	MODEL	CLASS	DEPT.	DIVISION	ACCOUNT	PRICE
4423	2024	FORD	PI UTILITY	Police SUV	Police	Patrol	4530-718-800004-500-000-00-45-000-000	
4248	2019	BMW	R1200RT-P	Police Motorcycle	Police	Traffic	4530-718-800004-500-000-00-45-000-000	\$45,723.89
4249	2019	BMW	R1200RT-P	Police Motorcycle	Police	Traffic	4530-718-800004-500-000-00-45-000-000	\$45,723.89
4257	2019	BMW	R1200RT-P	Police Motorcycle	Police	Traffic	4530-718-800004-500-000-00-45-000-000	\$45,723.89
4258	2019	BMW	R1200RT-P	Police Motorcycle	Police	Traffic	4530-718-800004-500-000-00-45-000-000	\$45,723.89



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	State of California Department of General Services
2. Contractor:	Folsom Lake Ford
3. Cooperative Agency Agreement Name and Agreement Number:	DGS, Enforcement Vehicles, Police Pursuit - Ford Explorer V6 AWD & Ford Explorer V6 AWD – HEV, Contract ID 1-22-23-14C
4. Cooperative Agency Initial Agreement Term:	Start Date: 5/11/2022 End Date: 5/11/2027
5. Cooperative Agency's Agreement-Options to extend:	N/A
6. Cooperative Agency Amended Term:	Supplement #8, Box 6
7. Cooperative Agency Remaining Options to Renew:	N/A
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Execution End Date: 5/11/2027
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$1,841,418.88 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 DGS, Enforcement Vehicles, Police Pursuit - Ford Explorer V6 AWD & Ford Explorer V6 AWD – HEV, Contract ID 1-22-23-14C ("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 5/10/2027 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

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 Enforcement Vehicles, Police Pursuit - Ford Explorer V6 AWD & Ford Explorer V6 AWD – HEV vehicles 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 exceed \$1,841,418.88 for the purchase of 32 police interceptors. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

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.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Johnny Ford, City Manager

Date: _____

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Donald A. Larkin, Interim City Attorney

Print name

FOLSOM LAKE FORD

By:

Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By:

Signature

Title: _____

EXHIBIT A



**Department of General Services
Procurement Division**

707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

Broadcast Date: December 12, 2025

Bulletin #: K-60-25

**TO: Purchasing Authority Contacts (PACs)
Procurement and Contracting Officers (PCOs)**

**RE: Enforcement Vehicles, Police Pursuit - Statewide Contract - Mandatory -
Supplements**

This broadcast announces the posting of Supplements to the User Instructions for Statewide Contracts (SCs) for Enforcement Vehicles, Police Pursuit.

Supplements reflect an update to the State Contract Administrator.

Supplements are available on Cal eProcure. Click on the contract numbers below to access the Supplements and review all changes:

Contract No.	Supplement	Contractor Name
<u>1-22-23-14A</u>	4	Elk Grove Auto Group
<u>1-22-23-14B</u>	4	Winner Chevrolet, Inc.
<u>1-22-23-14C</u>	7	Folsom Lake Ford

These SCs for Enforcement Vehicles, Police Pursuit, are mandatory for use by all state of California departments.

If you have questions regarding this notification, please contact:

Jason Vu

jason.vu@dgs.ca.gov

(279) 946-8626



State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 8****

****(Incorporates Supplements 1 – 8) ****

ISSUE AND EFFECTIVE DATE: ****4/7/2026****

CONTRACT NUMBER: 1-22-23-14C

DESCRIPTION: Enforcement Vehicles, Police Pursuit
(Ford Explorer V6 AWD)
(Ford Explorer V6 AWD - HEV)

CONTRACTOR: Folsom Lake Ford

CONTRACT TERM: 5/11/2022 through 5/10/2027

STATE CONTRACT ADMINISTRATOR: ****Jamie Boes****

****279-240-7470****

****Jamie.Boes@dgs.ca.gov****

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions, rev 06/08/2010](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

Mailing Address: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	Fax/Email: Fax: (916) 353-2078 Email: MarkPaoli@folsomlakeford.com	Contact Information: Folsom Lake Ford Mark Paoli Phone: (916) 351-4202 Email: MarkPaoli@folsomlakeford.com
---	--	--

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
<i>*8*</i>	<i>* Supplement 8 reflects the following changes:</i> ➤ <i>Cover Page: Contract Administrator has been updated</i> ➤ <i>Article 26: Contract Administrator has been updated.*</i>	<i>*4/7/2026*</i>
7	Supplement 7 reflects the following changes: ➤ Cover Page: Contract Administrator has been updated ➤ Article 26: Contract Administrator has been updated.	10/7/2025
6	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➤ Cover Page: Contract expiration date has been updated to extend the contract. ➤ Attachment A – Contract Pricing, Supplement 6 has been updated to reflect open ordering bank and new MY cost.	8/1/2025
5	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➤ Attachment A – Contract Pricing, Supplement 5 has been updated to reflect OEM ordering bank status	5/23/2025
4	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➤ Article 38: has been updated to new title and language.	4/10/2025
3	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➤ Cover Page: Contract expiration date has been updated to extend contract. ➤ Article 37, VETTED FORMS/CERTIFICATIONS has been added.	7/29/2024

Supplement Number	Description/Articles	Supplement Date
2	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➤ Cover Page Note ➤ Attachment A – Contract Pricing, Supplement 2 has been updated to reflect a price increase. ➤ Effective February 1, 2024, orders for 25MY will be accepted.	1/30/2024
1	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing, Supplement 1 has been updated to reflect a price increase. ➤ Effective September 9, 2022, orders for 23MY will not be accepted and 23MY vehicles will not be available until further notice. ➤ Note: The cut-off date to submit orders for 23MY is close of business September 8, 2022.	9/2/2022
N/A	Original Contract Posted	5/11/2022

All other terms and conditions remain the same.

TABLE OF CONTENTS

1.	SCOPE	6
2.	CONTRACT USAGE/RULES	6
3.	DGS ADMINISTRATIVE FEES.....	7
4.	SB/DVBE OFF-RAMP PROVISION.....	7
5.	EXEMPT PURCHASES.....	7
6.	PROBLEM RESOLUTION/SUPPLIER PERFORMANCE	7
7.	CONTRACT ITEMS.....	8
8.	SPECIFICATIONS.....	8
9.	CUSTOMER SERVICE	8
10.	PRODUCT SUBSTITUTIONS	ERROR! BOOKMARK NOT DEFINED.
11.	PROMOTIONAL PRICING	8
12.	PURCHASE EXECUTION.....	9
13.	MINIMUM ORDER.....	9
14.	ORDERING PROCEDURE	10
15.	ORDER ACCEPTANCE	10
16.	ORDER RECEIPT CONFIRMATION.....	10
17.	OUT OF STOCK REMEDY	11
18.	DISCONTINUED ITEM REMEDY.....	11
19.	DELIVERY SCHEDULES	11
20.	FREE ON BOARD (F.O.B.) DESTINATION	12
21.	SHIPPED ORDERS.....	13
22.	PACKING SLIP.....	13
23.	PACKING LABEL	14
24.	SAFETY DATA SHEET	14
25.	INSPECTION AND ACCEPTANCE.....	14
26.	CONTRACT ADMINISTRATION	14
27.	RETURN POLICY.....	15
28.	CREDIT POLICY	15
29.	RESTOCKING FEES.....	16
30.	INVOICING.....	16
31.	PAYMENT	16
32.	CALIFORNIA SELLER'S PERMIT	17

33.	WARRANTY	17
34.	WARRANTY REPAIR PARTS	18
35.	RECYCLED CONTENT	18
36.	SB/DVBE PARTICIPATION.....	19
37.	VETTED FORMS/CERTIFICATION	19
38.	GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES 19	
39.	ATTACHMENTS.....	19

1. SCOPE

The State's contract with (Contractor) provides Enforcement Vehicles, Police Pursuit at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-14C. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Enforcement Vehicles, Police Pursuit to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance,

outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All line items are listed on Attachment A – Contract Pricing.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B1, Specifications 2310-5644, dated 9/30/2021 and Attachment B2, Specifications 2310-5712, dated 9/30/2021.

9. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
Customer Service Unit	(916) 351-4202	MarkPaoli@folsomlakeford.com

10. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), Article 16 entitled “Substitutions”.

11. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contractor refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

12. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

13. MINIMUM ORDER

The minimum order shall be one (1) vehicle

14. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	Facsimile: (916) 353-2078	Email: MarkPaoli@folsomlakeford.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

15. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

17. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

18. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 10, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

19. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

B. Delivery Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window Sticker" showing all options installed
- One (1) copy of the vehicle warranty
- One (1) Owner's Manual
- Speed Calibration documentation for each vehicle

C. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside garages and parking lots.

D. Schedule

Delivery made to any State department is to begin within ninety (90) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Delivery to local agencies is to be completed in full within 150 days ARO.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

20. FREE ON BOARD (F.O.B.) DESTINATION

All prices offered shall be F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

The Contractor will be required to deliver vehicles to State agencies or local agencies FOB Destination, Sacramento County. Additionally, delivery shall be FOB Destination to the California Highway Patrol (CHP), Fleet Operations, 3300 Reed Ave., West Sacramento, California 95605.

Vehicles shall be delivered from the factory to the Contractor's place of business. If the purchase order indicates delivery outside an FOB point, the Contractor and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge by the resulting contractor(s). This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the FOB area must contact the Transportation Management Unit for freight rate comparisons if the Contractor is delivering the vehicle. These delivery instructions will be provided on the purchase order. Contractors receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the fuel tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from a Contractor with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 250 miles on the odometer will not be accepted.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. PACKING SLIP

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency order number (purchase order number)
- Ordering agency name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back ordered or out of stock items and availability date of unfilled and partial shipment
- Number of parcels
- Destination
- All information contained on the packing label

23. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

24. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

25. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State Inspector at the Contractor's place of business. Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the dealer and local purchasing agency. Inspection will commence within five (5) State working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State Inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local purchasing agency.

26. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Folsom Lake Ford
Contact Name:	<i>*Jamie Boes*</i>	Mark Paoli
Telephone:	<i>*(279) 240-7274*</i>	(916) 951-4202
Facsimile:	<i>*N/A*</i>	(916) 353-2078
Email:	<i>*Jamie.Boes@dgs.ca.gov*</i>	MarkPaoli@folsomlakeford.com
Address:	DGS/Procurement Division Attn: <i>*Jamie Boes*</i> 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Folsom Lake Ford Attn: Mark Paoli 12755 Folsom Blvd. Folsom, CA 95630

27. RETURN POLICY

The Contractor will accept all products for return at no cost to the ordering agency within thirty (30) calendar days of delivery, and refund the customer in full.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the 10 percent restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail.

28. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

29. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 27, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so accepted after sixty (60) days after delivery.

30. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

31. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Cash Discount of \$500 per unit for payment within twenty (20) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. **State departments should contact the Contractor for copies of the Payee Data Record.**

32. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Folsom Lake Ford	26-797640

33. WARRANTY

The manufacturer's regular new vehicle warranty shall apply to all vehicles procured against the resulting contract.

The warranty shall be factory authorized and shall cover not less than 3 years/36,000-mile bumper to bumper, no charge parts and labor. All emission-related components shall be warranted in compliance with the California Air Recourses Board (CARB) and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed

procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000-mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000-mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request. The solicitation shall also require each awarded Bidder to designate by name, a responsible contact and alternate assigned for the duration of the contract, who will resolve State warranty-related claims on a priority basis.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

34. WARRANTY REPAIR PARTS

It shall be the responsibility of the Contractor to maintain an adequate stock of all regular and special parts to meet the continuing service and warranty repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at the Contractor's expense when parts are not in stock in California parts depots. Warranty replacement parts shall be available within three (3) working days after telephone notification.

35. RECYCLED CONTENT

There is no recycled content associated with this contract.

36. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

37. VETTED FORMS/CERTIFICATION

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- GenAI Disclosure & Factsheet (STD 1000)
- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

38. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

39. ATTACHMENTS

Attachment A – Contract Pricing, Supplement 6, 8/1/2025
 Attachment B1 – Specifications 2310-5644, dated 9/30/2021
 Attachment B2 – Specifications 2310-5712, dated 9/30/2021

Contractor: Folsom Lake Ford

Non-core discount = 0% off catalog list price. To access a complete list of contract Non-Core catalog pricing contact Folsom Lake Ford

CORE ITEMS

Contact Line Item # (CLIN)	Commodity Description	Manufacturer (OEM)	Model	SKU # / Item #	Unit of Measure	Quantity in Unit of Measure	Contract Price
C1	Law Enforcement Mid-size Utility Vehicle with Police Package in accordance with specification #2310-5644 dated 9/30/2021.	Ford	Explorer	K8A	Each	1	*\$49,313.00*
C2	Law Enforcement HEV Police Pursuit/Interceptor in accordance with specification #2310-5712 dated 9/30/2021	Ford	Explorer	K8A	Each	1	*\$49,313.00*
C3	5yr. / 100,000 mi. - Extended Powertrain Warranty Utility Vehicle	Ford	N/A	N/A	Each	1	\$ -
C4	OPTIONAL BADGE DELETE: Manufacturer's nameplate(s) / badge(s) shall be removed from the vehicle on both front doors below the window belt molding and on the tailgate. "After-factory" dealer nameplate / badge removal is acceptable if factory badge delete is unavailable from the manufacturer Note: Option not available for Ford Explorer HEV, Item T2	Ford	16D	N/A	Each	1	\$ -
C5	BALLISTIC DOOR PANEL DELETE OPTION: Remove front driver and passenger door mounted ballistic panels	Ford	Level 3 +	N/A	Set	2	\$ 2,853.00

End of Sheet

**EXHIBIT B
INSURANCE REQUIREMENTS**

NOT APPLICABLE – PURCHASE OF GOODS

PRICE QUOTATION
 FOLSOM LAKE FORD
 12755 FOLSOM BLVD.
 FOLSOM, CA 95630
 (916) 351-4202 - Direct

Date: 8/3/2026

To: Alanna Youngsma / Fleet Manager / City of Stockton for Stockton P.D.
 From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
 Subject: Pricing for 2027 Ford Interceptor (State of California Contract #1-22-23-14C)

\$49,313.00 - Bid Price (2027 Ford Police Interceptor Utility AWD / 3.3L V6 Hybrid)
 995.00 - Front Doors Painted White - Remainder of Vehicle Agate Black (CAL)
 930.00 - Front Headlamp Lighting Solution (66A) - Includes Pre-Wiring (60A)
 921.00 - Spot Lamps - Dual Unity LED (51S)
 352.00 - Underbody Deflector Plate (76D)
 103.00 - Rear-Door Controls Inoperable - Locks/Handles/Windows (68G)
 52.00 - Keyed Alike - Code 1284X (59B)
 \$52,666.00 - Selling Price (Agate Black Metallic Paint w/White Front Doors)
 85.00 - Documentation Fee
 \$52,751.00 - Subtotal
 4,747.59 - Sales Tax (9.0%) Subject to Change
 0.00 - Delivery to LEHR in Sacramento, CA
 37.00 - DMV Electronic Filing Fee
 8.75 - California Tire Fee
 \$57,544.34 - Total Price (EACH)
 X32
 \$1,841,418.88 - Total Price (32-Interceptors) F.O.B. Sacramento, CA

Payment Terms: \$500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: Ballistic Door Panels (Level III+), BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	State of California Department of General Services
2. Contractor:	Long Beach BMW Motorcycles
3. Cooperative Agency Agreement Name and Agreement Number:	State of California, Department of General Services Contract No. 1-22-23-30 Motorcycles, Enforcement Type
4. Cooperative Agency Initial Agreement Term:	Start Date: December 28, 2022 End Date: December 27, 2027
5. Cooperative Agency's Agreement-Options to extend:	N/A
6. Cooperative Agency Amended Term:	Supplement #7, Box 6
7. Cooperative Agency Remaining Options to Renew:	N/A
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Execution End Date: December 27, 2027
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$ <u>182,895.56</u> for the term of this agreement. <u> </u>

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 State of California, Department of General Services Contract No. 1-22-23-30 ("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 December 27, 2027. unless terminated earlier by the City.

If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

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 the purchase of four police BMW motorcycles. 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 \$182,895.56 for the purchase of four police BMW motorcycles. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

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.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Johnny Ford, City Manager

Date: _____

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Donald A. Larkin, Interim City Attorney

Print name

LONG BEACH BMW MOTORCYCLES

By: _____
Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____

EXHIBIT A



Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 7****
**(Incorporates Supplements 1 – 7) **

ISSUE AND EFFECTIVE DATE:	<i>*May 15, 2026*</i>
CONTRACT NUMBER:	1-22-23-30
DESCRIPTION:	Motorcycles, Enforcement Type
CONTRACTOR:	Long Beach BMW Motorcycles
CONTRACT TERM:	12/28/2022 through 12/27/2027
STATE CONTRACT ADMINISTRATOR:	Robb Parkison 279-946-8302 robb.parkison@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: Long Beach BMW Motorcycles 2125 E. Spring St. Long Beach, CA 90806	Fax/Email: Fax: 562-506-2144	Contact Information: Long Beach BMW Motorcycles Charles Berthon Phone: 562-426-1200
	Email: cberthon@lbbmwmotorcycles.com	

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
<i>*7*</i>	<i>*Subject contract for Motorcycles is hereby modified to reflect the following changes: ➤ Attachement A Contract pricing reflects a new model *</i>	<i>*5/15/2026*</i>
6	*Subject contract for Motorcycles is hereby modified to reflect the following changes: ➤ Contract term has been extended	2/09/2026
5	Subject contract for Motorcycles is hereby modified to reflect the following changes: ➤ Front Page: Update Contract Administrator ➤ Article 29: Update Contract Administrator	6/10/2025
4	Subject contract for Motorcycles is hereby modified to reflect the following changes: ➤ Article 41 and Article 42 have been modified	4/8/2025
3	Subject contract for Motorcycles is hereby modified to reflect the following changes: ➤ Contract term has been extended	10/31/2024
2	Subject contract for Motorcycles is hereby modified to reflect the following changes: ➤ Article 41 and Article 42 have been added	8/1/2024
1	Subject contract for Motorcycles is hereby modified to reflect the following changes: ➤ Front Page: Update Contract Administrator ➤ Article 29: Update Contract Administrator	8/11/2023
N/A	Original Contract Posted	12/28/2022

All other terms and conditions remain the same.

TABLE OF CONTENTS

1.	SCOPE	5
2.	CONTRACT USAGE/RULES	5
3.	DGS ADMINISTRATIVE FEES.....	6
4.	EXEMPT PURCHASES.....	6
5.	PROBLEM RESOLUTION/SUPPLIER PERFORMANCE	6
6.	CONTRACT ITEMS.....	7
7.	SPECIFICATIONS.....	7
8.	CUSTOMER SERVICE	7
9.	PRODUCT SUBSTITUTIONS	7
10.	PROMOTIONAL PRICING	7
11.	STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT	7
12.	PURCHASE EXECUTION.....	7
13.	MINIMUM ORDER.....	8
14.	ORDERING PROCEDURE	8
15.	ORDER ACCEPTANCE	9
16.	ORDER RECEIPT CONFIRMATION.....	9
17.	OUT OF STOCK REMEDY	9
18.	DISCONTINUED ITEM REMEDY.....	10
19.	CUSTOM MOTORCYCLE ORDERS.....	10
20.	DELIVERY SCHEDULES.....	10
21.	EMERGENCY/EXPEDITED ORDERS	11
22.	FREE ON BOARD (F.O.B.) DESTINATION	11
23.	PALLETS.....	11
24.	SHIPPED ORDERS.....	11
25.	DOCUMENTATION AND TOOLS WITH MOTORCYCLE	12
26.	PACKING SLIP.....	12
27.	SAFETY DATA SHEET	13
28.	INSPECTION AND ACCEPTANCE.....	13
29.	CONTRACT ADMINISTRATION	13
30.	CREDIT POLICY	14
31.	INVOICING.....	14

32.	PAYMENT	14
33.	CALIFORNIA SELLER'S PERMIT	15
34.	CALIFORNIA VEHICLE DEALER.....	15
35.	WARRANTY	16
36.	FACTORY CERTIFIED MECHANIC TRAINING.....	16
37.	RE-REFINED LUBRICATION OILS.....	17
38.	RECYCLED CONTENT	17
39.	SB/DVBE PARTICIPATION.....	17
40.	BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)/ CERTIFICATIONS.....	17
41.	VETTED FORMS/CERTIFICATIONS.....	18
42.	<i>*GENERATIVE ARTIFICIAL INTELLIGENCE PROCUREMENT PROCEDURES.....</i>	18
43.	ATTACHMENTS.....	18

1. SCOPE

The State's contract with Long Beach BMW Motorcycles (Contractor) provides Motorcycles, Enforcement Type at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-30. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Motorcycles, Enforcement Type to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

All available Core line items and cost are listed on Attachment A – Contract Pricing.

Non-core catalog (Dealers Catalog) items are all options/accessories available in the Contractor's commercially available Dealers Catalog. All such items in the Dealers Catalog are offered at a ten percent (10%) discount off of list pricing. Ordering agencies may contact the Contractor for a current copy of the Dealer's Catalog.

7. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B, Bid Specification Number 2330-6086, dated 9/18/2022.

8. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
Charles Berthon	(562) 426-1200	cberthon@lbbmwmotorcycles.com

9. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions ([Non-IT General Provisions \(rev 6/21/2022\)](#)), Article 16 entitled "Substitutions".

10. PROMOTIONAL PRICING

The Contractor shall immediately notify the State Contract Administrator of all manufacturer's price declines and ordering agencies shall receive full benefit of such declines.

11. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

There is no technology certification requirement associated with this contract

12. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

13.MINIMUM ORDER

The minimum order shall be one (1) motorcycle. Tools and training identified on the pricing worksheet are ancillary to the motorcycle purchase and may be purchased as standalone items.

14.ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile

- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Long Beach BMW Motorcycles 2125 E. Spring St. Long Beach, CA 90806	Facsimile: (562) 506-2144	Email: cberthon@lbbmwmotorcycles.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

15. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

17. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

18.DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 9, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

19.CUSTOM MOTORCYCLE ORDERS

All custom motorcycle orders shall include the features offered with the motorcycle at the time of bid. Only the requested additional features, options and/or substitutions deviating from the motorcycle offered at the time of bid, shall be subject to additional charges to the ordering agency.

20.DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Delivery for CHP shall be FOB Destination to:

California Highway Patrol (CHP), Fleet Operations
3300 Reed Ave. West Sacramento, CA 95605
(916) 309-6800

If the purchase order indicates delivery outside the CHP FOB point, the Contractor and agency will negotiate for delivery. This delivery may be subject to an additional delivery charge.

B. Schedule

Delivery of ordered product shall be completed in full within sixty (60) calendar days after receipt of an order (ARO), unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within forty-eight (48) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

C. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

21. EMERGENCY/EXPEDITED ORDERS

Not Applicable

22. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

If the purchase order indicates delivery outside the CHP FOB point, the Contractor and agency will negotiate for delivery. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice. State agencies requesting delivery outside the CHP FOB area must contact the Transportation Management Unit for freight rate comparisons if the Contractor is delivering the vehicle. These delivery instructions will be provided on the purchase order. If the Contractor receives a purchase order without specific transportation instructions, they must contact the ordering agency.

23. PALLETS

Not Applicable

24. SHIPPED ORDERS

All motorcycles must be completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. The Contractor shall insure that each enforcement motorcycle reaches its delivery point with a full tank of fuel and a fully charged battery.

Motorcycles delivered with more than one hundred (100) miles on the odometer shall not be accepted.

25. DOCUMENTATION AND TOOLS WITH MOTORCYCLE

The Contractor shall provide the following technical information, specialty equipment, and tools with each motorcycle:

Manuals/Documentation

Each motorcycle shall be delivered with a rider's manual, warranty guide and consumer information guide necessary for proper operation and maintenance of the motorcycle.

- Factory Service Manuals - Service manuals will be applicable to each model year purchased. Delivery of manuals shall be within fifteen (15) days of delivery of the first motorcycle purchased from each model year. (Digital media is acceptable.)
- Parts List – Parts List shall provide service part numbers complete in every detail covering the model year for the motorcycle purchased. (Digital media is acceptable.)
- Dealer Service Bulletins – Copies of each bulletin published applicable to the model year motorcycle being purchased.
- Flat Rate or suggested time schedule – (Digital media is acceptable.)
- Manual or diagram listing all sizes and locations of radio bonding straps

Tools and Equipment

Specialty Tools include all factory available and factory mandated equipment including supplemental specialty tools applicable to the repair and maintenance of the contract motorcycle and any subsequent model year motorcycles covered by the contract. Delivery of factory equipment shall be within seventy-five (75) days of delivery of the first motorcycle purchased from each model year.

Electronic Diagnostic Tools include all factory available and factory mandated electronic diagnosis computers/scan tools and software support applicable to the repair and maintenance of the contract motorcycle and any subsequent model year motorcycles covered by the contract. Delivery of factory equipment shall be within seventy-five (75) days of delivery of the first motorcycle purchased from each model year.

26. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions ([Non-IT General Provisions \(rev 6/21/2022\)](#)), Article 12 entitled "Packing and Shipment".

27. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

28. INSPECTION AND ACCEPTANCE

The first motorcycle delivery shall consist of no more than five (5) motorcycles and shall be completed within sixty (60) calendar days ARO.

All subsequent deliveries shall be in accordance with the delivery schedule as specified on the purchase order of the ordering agency. Motorcycles delivered to the State will be inspected for specification compliance. Acceptance of delivery does not imply specification compliance and does not preclude the State from requiring the Bidder to correct non-compliance issues. In the event a motorcycle is returned to the Bidder for lack of compliance to the specifications prior to being put in service, the official delivery date will be the date the motorcycle is returned to the State and deemed compliant by the inspector. All motorcycles delivered must meet the minimum requirements of the contract.

If it is found that any motorcycle delivered does not meet the minimum requirements, the Bidder shall be required to correct the non-compliance issue at their expense, within thirty (30) calendar days. Failure to correct any deficiencies in any motorcycle delivered, to any ordering agency, may cause the Bidder to be in default of the contract terms.

The State reserves the right to inspect any motorcycle for specification compliance at the Bidder's place of business or at any State delivery location in accordance with the State's General Provisions ([Non-IT General Provisions \(rev 6/21/2022\)](#)). Local agencies will be responsible for inspecting their motorcycles for specification compliance and acceptance.

29. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Long Beach BMW Motorcycles
Contact Name:	Robb Parkison	Charles Berthon
Telephone:	(279) 946-8302	(562) 426-1200
Facsimile:	N/A	(562) 506-2144
Email:	robb.parkison@dgs.ca.gov	cberthon@lbbmwmotorcycles.com
Address:	DGS/Procurement Division	Long Beach BMW Motorcycles

Administrator Information	DGS-PD	Long Beach BMW Motorcycles
	Attn: Robb Parkison 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Attn: Charles Berthon 2125 E. Spring St. Long Beach, CA 90806

30. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

31. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

32. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-

five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

A discount of 1 percent is offered for prompt payment of not more than twenty (20) days.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

33. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Long Beach BMW Motorcycles	SREA 16-657156

34. CALIFORNIA VEHICLE DEALER

The California Vehicle Dealer license number is listed below. State Departments can verify that permits are currently valid at the following website: <https://www.dmv.ca.gov/portal/dmv/detail/portal/oling2/welcome> and follow the prompts, selecting Vehicle Dealer/Broker when asked to select a Business Category.

Contractor Name	Dealer License #
Long Beach BMW Motorcycles	06066

35.WARRANTY

The manufacturer's warranty shall apply to all motorcycles purchased under this contract.

All motorcycles purchased shall include a three (3) year/sixty thousand (60,000) mile warranty, with no deductible.

The warranty effective date shall be the in-service date of the motorcycle, as reported by the ordering agency to the Contractor. Any available warranty in excess of three (3) year/60,000 miles shall be included in the dealer's Catalog. The ordering agency shall accept the service intervals listed in the manufacturer's preventative maintenance schedule as sufficient for meeting the service requirements for obtaining warranty service.

36.FACTORY CERTIFIED MECHANIC TRAINING

Training shall be available when needed due to staffing changes.

Between the contract award date and first deliveries against the contract, the Contractor shall provide technical training, including factory supported product indoctrination and maintenance/repair trainings.

The Contractor shall provide dealer mechanic level technical training at a factory authorized training facility, on the entire motorcycle including, but not limited to: (1) engine and transmission diagnosis and overhaul; (2) brake system diagnosis and repair; (3) fuel system diagnosis and repair; (4) engine and chassis electrical system diagnosis and repair; (5) steering and suspension system repair; and (6) final drive diagnosis and overhaul. Any classes necessary for subsequent model year updates will be included at no additional cost. The Contractor shall permit any of the ten (10) CHP personnel to attend regular scheduled training classes conducted by the factory for their dealer mechanics, for the various components/systems on the model motorcycle purchased. This shall include any general classes such as "electrical".

All travel and transportation expenses for the CHP personnel shall be arranged and pre-paid for by the Contractor except as noted below. Transportation expenses consist of the charges for commercial carrier fares, rental vehicles including fuel, private or State vehicle mileage at \$.58/mile, overnight and day parking for State- or privately-owned vehicles, bridge or road tolls, taxi or street car fares, and all other charges necessary for transportation. Lodging and meals shall be paid at the State per diem rate (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).

When air travel is used, claims for transportation by the scheduled airlines shall be allowed

at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date the flight originated.

Reimbursement for fuel, mileage, parking, tolls, and fares shall be paid within thirty (30) days of claim submittal to the Contractor.

The Contractor shall keep CHP advised of scheduled training classes held either at their training center(s) or at dealerships within California (greater Sacramento, San Francisco/Oakland, Los Angeles and/or San Diego areas).

The Contractor motorcycle mechanic training shall certify and authorize the CHP to perform mechanic level technical work on the motorcycle without voiding the warranty.

All Trainings shall be located within California.

37. RE-REFINED LUBRICATION OILS

The State has the right to request from the motorcycle manufacturer the use of re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. Prior to the use of any re-refined lubrication oils, the motorcycle manufacturer may opt to approve the re-refined lubrication oils as an equivalent option for use in lieu of the virgin oils. Any re-refined lubrication oils used will meet all API and SAE standards and specifications. The use of the re-refined oils, if approved by the motorcycle manufacturer, shall in no way void or degrade the manufacturer's warranty. The request and approval shall be in writing.

38. RECYCLED CONTENT

There is no recycled content associated with this contract.

39. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

40. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)/ CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

41.VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

State departments should make a notation of this within their procurement file.

42.GENERATIVE ARTIFICIAL INTELLIGENCE PROCUREMENT PROCEDURES

GenAI contract provisions (rev. 2/20/2025) have been incorporated into the contract. Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

43.ATTACHMENTS

****Attachment A – Contract Pricing Supplement 7****

Attachment B – Bid Specification Number 2330-6086, dated 9/18/2022

Statewide Contract 1-22-23-30 Motorcycles, Enforcement Type
Attachment A - Contract Pricing, ***Supplement 7 5/15/2026***

ATTACHMENT C

Contractor: Long Beach BMW

Non-core discount = 10% off catalog list price.

CORE ITEMS

Contact Line Item # (CLIN)	Commodity Description	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in Unit of Measure	Contract Price
1	<i>*2026 MOTORCYCLE, ENFORCEMENT TYPE (Motorcycles shall include 3year/60,000 mile*</i>	<i>*K53 1300 RT-P*</i>	BMW	N/A	Motorcycle	Each	1	<i>\$ 39,717.76</i>
2	Specialty Tools per Contract Section 25, Documentation and Tools with Motorcycle.	80 30	BMW	N/A	Tools	Set	1	\$ -
3	Electronic Diagnostic Tools per Contract Section 25, Documentation and Tools with Motorcycle.	81 31 5 A78 EF6	BMW	N/A	Service Tester	Set	1	\$ -
4	Mechanic Training per Contract Section 36, Factory Certified Mechanic Training.	N/A	BMW	N/A	Training	Person	1	\$ -

End of Sheet

**EXHIBIT B
INSURANCE REQUIREMENTS**

NOT APPLICABLE – PURCHASE OF GOODS

EXHIBIT C

BMW RT-P Motor Pricing Form

(2026 Model Year)



Color	Option Code	
1 Night Black & Alpine White III	753	
0 Night Black	716	
0 Alpine White III (special order)	751	
0 Black Blue (special order +60 days) \$119.60	999	(see below)
0 Saphir Blue (special order + 60 days) \$119.60	999	(see below)
0 Violet Blue (special order +60 days)	756	
0 Glacier Silver Metallic (special order)	N99	

Revised: August 4, 2025

Quotation:**Motorcycle****City of Stockton****Option Code****Retail Price****\$24,012.50****Factory Special-Order Options - Plan 90-120 Days for Delivery**

0 Headlight Pro (includes 134)	219	\$547.78	\$0.00
1 Gear Shift Assist Pro	222	\$297.78	\$297.78
0 GPS Prep	272	\$175.56	\$0.00
0 Chrome Exhaust (Includes 340)	19F	\$224.44	\$0.00
0 Dark Chrome Exhaust (Includes 34A)	19J	\$351.11	\$0.00
1 Additional LED Headlights (driving lights)	562	\$460.00	\$460.00
0 High Seat Black	77E	\$0.00	\$0.00
0 Low Seat Black	77D	\$0.00	\$0.00
0 Dynamic Package	235	\$2,067.78	\$0.00
0 Dynamic Package with Auto Shift 22A	235	\$2,987.78	\$0.00
0 Rider Assistant Safety Package	5AS	\$806.67	\$0.00
0 Black Blue	999	\$116.94	\$0.00
0 Sapphire Blue	999	\$116.94	\$0.00

The Features Below Denote Standard Order Deck**\$0.00**

US Authority Package

\$332.22

BMW Electronic Siren

\$1,193.33

Weather Protection, Tire Pressure Monitors, Heated Seat, Cruise Control**Additional Labor Operations Provided by Dealer**

Radio/Comm cable Installation	\$1,050.00
Radio Cable	\$395.00
Stalker Dual SL 2Ka Compact Moving Radar	\$5,626.90
Shipping	\$350.00

CHP Contract 1-22-23-30 Motorcycles, Enforcement Type

Doc. Fee \$85.00

*Tire Fee \$3.50

*CVR Fee \$37.00

*Non Taxable

(4) Units @ \$45,723.89/\$182,895.56

Units	Quotation valid for 60 days	Total Price - Page 1	\$33,843.23
1	from date noted below.	Total Price - Page 2	\$134.24
		Total Price - Page 3	\$0.00
		Parts From Other Suppliers - Page 4	\$6,353.40

Date of Quote: 7/31/2026

Long Beach BMW Motorcycles
 2125 E. Spring St. Long Beach, CA. 90806

Dealer Basic Assembly / Preparation \$526.00

Motorcycle Freight \$1,095.00

Total Retail Price per Unit with Options \$41,951.87

9.00% State Sales Tax (if applicable) \$3,772.02

Total Retail Price per Unit with Options \$45,723.89

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

BMW RT-P Motor Pricing Form - Page 2

See Special Notation Comment



Quotation for:

City of Stockton

Per	Dealer Installed Options / Retrofits	BMW P/N	Order #	Retail	Total Retail
0	Shift Assistant Pro (hardware)	23 00 1 543 107	0	\$90.41	\$0.00
0	Screw Torx drive (order two)	07 12 9 904 977	0	\$2.32	\$0.00
0	Enabling Code	77 15 8 395 839	0	\$42.50	\$0.00
0	LED Additional Headlight (order 2)	63 17 9 898 785	0	\$173.44	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 398	0	\$3.18	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 377	0	\$8.84	\$0.00
0	Hex Nut With Plate (order 2)	07 11 9 905 544	0	\$1.04	\$0.00
0	Bracket, Left (order 1)	77 51 5 A89 145	0	\$89.74	\$0.00
0	Bracket, Right (order 1)	77 51 5 A89 146	0	\$89.74	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 5 A94 F18	0	\$434.80	\$0.00
0	Heated Seat - Low TBD	52 53 5 A78 7B8	0	\$699.67	\$0.00
0	Heated Seat - High TBD	52 53 5 A78 7C0	0	\$699.67	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$30.33	\$0.00
1	BMW Battery Charger	61 43 2 408 594	0	\$134.24	\$134.24
0	Motorcycle Charging Plug	61 43 2 411 680	0	\$21.38	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories - Page 3

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
Engine Protection					
0	Rocker Cover Protection Left Side (order 1)	77 14 5 A6E 645	0	\$64.53	\$0.00
0	Rocker Cover Protection Right Side (order 1)	78 14 5 A6E 646	0	\$64.53	\$0.00
0	Body Screw W/O collar (order 4)	46 63 8 568 780	0	\$5.48	\$0.00
0	Body Screw W/collar (order 4)	46 63 8 550 994	0	\$7.31	\$0.00
0	Grommet (order 4)	11 84 5 B38 938	0	\$3.83	\$0.00
0	Bush (order 1)	11 84 8 544 832	0	\$6.67	\$0.00
0	Large Skid Plate (order 1)	11 84 7 914 425	0	\$323.40	\$0.00
0	Fillister Head Screws (order 2)	07 12 9 907 402	0	\$2.91	\$0.00
0	Engine Guard Holder (order 1)	11 84 8 829 202	0	\$25.67	\$0.00
0	Skid Plate Holder Front (order 1)	11 84 5 A64 A34	0	\$38.42	\$0.00
0	Skid Plate Holder Rear (order 1)	12 84 5 A64 A35	0	\$38.42	\$0.00
0	Fillister Head Screw (order 4)	07 12 9 907 383	0	\$3.40	\$0.00
0	Spacer Bush (order 2)	11 84 5 A6A 026	0	\$4.53	\$0.00
0	Clip Nut (order 4)	07 14 7 693 887	0	\$3.41	\$0.00
0	Grommet (order 4)	13 53 1 341 283	0	\$3.92	\$0.00
0	Bush (order 4)	11 84 8 544 832	0	\$6.67	\$0.00
0	Adjustable Footrest System		0		
0	Rider Foot Peg Left	46 71 5 A73 D11	0	\$71.02	\$0.00
0	Rider Foot Peg Right	47 71 5 A73 D12	0	\$71.02	\$0.00
0	Footbrake Lever, adjustable	77 23 5 A73 F61	0	\$207.02	\$0.00
0	Gearshift Lever, adjustable	77 25 5 A73 C87	0	\$207.02	\$0.00
0	Pin (order 2)	46 717 675 691	0	\$17.20	\$0.00
0	Circlip (order 2)	07 11 9 909 941	0	\$2.61	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

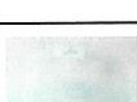
Estimate

Date: 07/31/2026 11:23:48 PM

Estimate Name: City of Stockton 26

From: FMS Accessories.com

SKU	Image	Product(s)	Price	Qty.	Total
FMSA-EL-RPP		Radio Power Connection Plug Code A	\$10.00	2	\$20.00
FMSA-EL-RPPD		Radio Power Plug Divider Choice: Code A - Std. Black Plug for Radio	\$36.00	1	\$36.00
FMSA-EL-SCP		Speaker Connection Plug	\$9.50	1	\$9.50
FMSA-EL-ACP		Accessory I-III Connection Plugs	\$9.50	1	\$9.50
FMSA-MT-KA3QMP		Radio Receiver Quick Mounting Plate KA3	\$34.00	1	\$34.00
FMSA-MT-KAST		Radio Antenna Mount 2026+ RT-P	\$42.00	1	\$42.00
FMSA-MT-KA3-MCM		Microphone Mount 2026+	\$29.00	1	\$29.00
FMSA-MT-MCLED		Map Light - LED - Multi-Colored	\$139.00	1	\$139.00
FMSA-KA3-FLBHLH		KA3 Flashlight Baton Holder LH	\$240.00	1	\$240.00
FMSA-GL-RMUS		Rifle Mount Gen 2 - Upper Section	\$638.00	1	\$638.00
FMSA-MT-KA3RML1		2026+ Long Rifle Mounting Bracket	\$79.00	1	\$79.00
FMSA-MT-RHMB		Radio Head Mounting Bracket 2026+ RT-P	\$67.00	1	\$67.00
FMSA-MT-KA3-CCD		Stalker Compact Display	\$59.00	1	\$59.00

FMSA-MT-KA3-SRC		Stalker Compact Remote 2026+	\$29.00	1	\$29.00
FMSA-RAM-S-KA3		Dual Bolt Long - Stalker AMR 2026+	\$59.00	1	\$59.00
FMSA-AMF-SSD-KA3		Stalker Dual Bolt AMF 2026+	\$79.00	1	\$79.00
FMSA-MT-LPMT		License Plate Mounting Set	\$10.90	1	\$10.90
FMSA-GHST-X		Stalker X-Series Lidar Holster Choice: RH 2026+ RT-P [+\$20.00]	\$319.00	1	\$319.00
FMSA-EL-GP800		High Band Antenna Ground Plate 2006 - 2026+	\$49.50	1	\$49.50
Total Amount : \$1948.40					

CITY OF STOCKTONContract Change Order #: 5Resolution/Motion No. 2023-03-07-1206
(If not required enter "N/A")Contract No. 423000428
Purchase Order # _____**Police Department and City Vehicle Up-Fitting, Project No. OM-23-022**

Project Number / Project Name / Activity

Original Contract Price	\$2,158,045.80
Approved Change Order Total	\$4,210,038.11
This Change Order	\$1,260,000.00
Revised Contract Price	\$7,628,083.91

TO Stommel DBA Lehr Auto Electric (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

Additional Work Performed for Above-Referenced Project

Request for additional funding of \$1,260,000.00 for upfitting 32 Police Interceptor Utility Vehicles for the Police Department

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 0 days extension of time will be allowed.

Accepted Date 08/18/2026Stommel DBA Lehr Auto Electric

(Contractor)

By Steve AdairTitle Vice President of Sales - West

Note: This contract change order is not effective until approved by the City Manager.

**APPROVED AS TO FORM & CONTENT:
OFFICE OF THE CITY ATTORNEY**

BY _____

Date: _____

ATTEST:

KATHERINE ROLAND, CMC, CPMC
CITY OF STOCKTON, CITY CLERK

Internal Approval Routing

Hanna Youngsma Date: 01/25/26
Submitted by: Hanna Youngsma, Fleet Manager

Approval by Nguyet Pham, Department Financial Officer Date: _____

Approval Recommended by: Rosa Alvarez, Deputy Public Works Director

Approval Recommended by: _____ Date: _____
Peni Basalusalu, Public Works Director

Change Order Approved By:

Johnny Ford, City Manager

Date: _____



City of Stockton

Legislation Text

File #: 26-0954, **Version:** 1

ADOPT A RESOLUTION TO AWARD A CONTRACT TO PIPE AND PLANT SOLUTIONS INC. FOR ON-CALL LARGE LINE INSPECTION AND CLEANING SERVICES FOR CITYWIDE WASTEWATER COLLECTION SYSTEMS

RECOMMENDATION

It is recommended that the City Council adopt a resolution to award the five-year contract On-Call Large Line Inspection and Cleaning Services, Project No. PUR 26-033, to Pipe and Plant Solutions Inc. (PPSI) of Hayward, CA, for inspections and cleaning within the citywide sewer collection systems, in an amount not to exceed \$2,000,000.

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

Summary

The Municipal Utilities Department (MUD) staff maintain, inspect, and repair citywide collection systems as part of the regular maintenance program required to safely transport wastewater to City-owned and operated facilities for treatment.

To perform large-line pipe inspections and cleanings for routine sewer maintenance, as well as camera inspections to support City capital investment projects, MUD staff advertised a public invitation for sealed bids for the On-Call Large Sewer Line Inspection Services, Project No. PUR 26-033.

If approved, this action will award the five-year contract to PPSI of Hayward, CA, for on-call large line inspection and cleaning services (Exhibit 1 to the Resolution) in an amount not-to-exceed \$2,000,000.

DISCUSSION

Background

The Municipal Utilities Department (MUD) Wastewater Utility features a sanitary sewer collection system comprising 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 City's sewer system includes pipelines of various sizes, up to 84 inches in diameter. MUD staff routinely inspect and clean sewer lines smaller than 18 inches as part of ongoing maintenance and response programs. However, pipelines larger than 18 inches require specialized equipment and procedures to perform industry-standard camera inspections and cleaning. These specialized inspections must follow standards established by the National Association of Sewer Service Companies (NASSCO) and are also necessary to support MUD capital investment projects and meet state reporting requirements.

Contracting for these services allows staff to complete large-diameter pipeline inspections and cleaning efficiently and in compliance with industry standards, supporting both routine maintenance activities and capital project needs.

Present Situation

On June 2, 2026, the City advertised the Invitation for Sealed Bids for Large Sewer Line Inspection Services, Project No. PUR 26-033.

On July 9, 2026, the City Clerk publicly opened the following responsive bids:

Proponent	Bid for Estimated Work
Pipe and Plant Solutions Inc. of Hayward, California	\$81,125.00
APS Environmental, Inc. of North Highlands, California	\$84,725.00
Express Sewer & Drain, Inc. of Rancho Cordova, California	\$94,350.00

Pipe and Plant Solutions, Inc., the lowest responsive bidder, submitted a complete and compliant bid.

Bids were solicited to establish rates for potential on-call services, with estimated quantities provided solely for evaluation purposes. Work will be performed on an as-needed basis, and no minimum amount of work is guaranteed.

Staff recommend awarding the five-year contract to Pipe and Plant Solutions, Inc. for on-call large line inspection and cleaning services in an amount not to exceed \$2,000,000.

FINANCIAL SUMMARY

There are sufficient funds in the Wastewater Collections Division account 6520-000-630006-610-000-00-65-000-000 to cover on-call services for FY2026-27. Funding for subsequent years and future capital investment projects will be budgeted in the same accounts and subject to City Council approval during the annual budget process.

This action has no impact on the General Fund or on any other unrestricted funds.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AWARDING A FIVE-YEAR CONTRACT TO PIPE AND PLANT SOLUTIONS, INC. FOR ON-CALL LARGE LINE INSPECTION AND CLEANING SERVICES FOR CITYWIDE WASTEWATER COLLECTION SYSTEMS

The Municipal Utilities Department (MUD) staff maintain, inspect, and repair citywide sewer collection systems as part of the regular maintenance program required to safely convey wastewater for treatment at City-owned and operated facilities; and

To perform large-line pipe inspections and cleanings for routine citywide sewer line maintenance and City capital investment projects, MUD staff advertised a public invitation for sealed bids for On-Call Large Sewer Line Inspection Services, Project No. PUR 26-033 on June 2, 2026; and

On July 9, 2026, City Staff received three bids for the On-Call Large Sewer Line Inspection Services, Project No. PUR 26-033. Pipe and Plant Solutions, Inc, of Hayward, CA, was the lowest responsive bidder; and

Staff recommend awarding a five-year contract to Pipe and Plant Solutions, Inc. for the On-Call Large Line Inspection and Cleaning Services, Project No. PUR 26-033 in an amount not to exceed \$2,000,000; now, therefore,

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

1. A five-year contract with Pipe and Plant Solutions, Inc., not to exceed the amount of \$2,000,000, for on-call large line cleaning and inspection services, is hereby awarded, a copy of which is attached as Exhibit 1 and incorporated by this reference.

//
//
//
//
//
//
//
//
//
//
//
//
//
//

2. The City Manager or designee is hereby authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton

CITY OF STOCKTON
STANDARD AGREEMENTAgreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Pipe and Plant Solutions Inc. ("Contractor") to provide Large Line Inspection Services 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: 6/30/2031

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: \$ 2,000,000.00

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 – Goods and Services Special Terms and 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

Pipe and Plant Solutions, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):



Authorized Signature

August 10, 2026
Date

Graham F. Gill, Chief Executive Officer (CEO)

Printed Name and Title of Person Signing

23286 Foley Street, Hayward CA 94545

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Donald A. Larkin, Interim City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. **Project Objectives**

- 1.1. Contractor to provide large sewer line inspections at locations requested by the City in accordance with National Association of Sewer Service Companies (NASSCO) specifications.
- 1.2. Contractor to clean large sewer lines at locations requested by the City.
- 1.3. Services will be provided on an as-needed basis. There is no guaranteed minimum amount of work

2. **Project Scope**

- 2.1. Contractor will conduct CCTV inspections of large sewer lines at requested locations throughout the City.
 - 2.1.1. Inspections to include video observations of pipe structural integrity, deposits and root or other intrusions.
 - 2.1.2. Contractor will respond with proposed dates of inspection within 3 business days of request by the City.
- 2.2. Contractor shall be responsible to provide traffic control as necessary.
- 2.3. Contractor will conduct cleaning and removal of waste from sewer pipelines at locations requested by the City.
 - 2.3.1. City will provide waste disposal locations at no cost to the Contractor, if possible.

3. **Specifications**

- 3.1. Contractor will initiate on-call work within 3 business days of request by the City for all on-call work under the scope of this contract.
- 3.2. Contractor shall provide a Pipeline Observation Software Manager (POSM) NASSCO-compliant video file on portable electronic media, or web-based data delivery services.
- 3.3. Contractor will provide waste disposal manifests for all disposal at non-City owned sites.
- 3.4. California DIR Prevailing Wage requirements shall apply to all applicable job classifications utilized within the scope of this contract.

4. **Major Deliverables**

- 4.1. Contractor will provide POSM compliant report video file of requested pipelines at requested locations.
- 4.2. Contractor is responsible for the proper disposal of all refuse removed within the scope of this contract.

5. Tasks That Support the Deliverables

- 5.1.** City will provide access to requested sites, as necessary.
- 5.2.** In the case of a manhole being paved over or inaccessible, the City will be responsible for all work required to provide access to requested locations.
- 5.3.** City will provide the contact information for the designated Contract Manager or designee.
- 5.4.** City will provide access through any locked gates.
- 5.5.** City shall provide access to the City's geographic data, such as "block books" or GIS data as requested by the Contractor, if it is available.

6. Criteria of Acceptance for Deliverables

- 6.1.** The City designated Contract Manager or designee(s) will inspect and provide final approval at the conclusion of all requested work for compatibility, including video clarity, quality, and compatibility.
- 6.2.** The City designated Contract Manager or designees(s) will approve Contractor proposed inspection and work schedule dates.

7. 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
 501 W. Weber Avenue
 Stockton, CA 95203

8. Key Personnel

Designated Contract Manager: Paul Acosta, Program Manager III.
Paul.acosta@stocktonca.gov (209)937-8994

Collections System Supervisor: Tom Zanutto.
Tom.Zanutto@stocktonca.gov (209)937-5067

9. Option to Renew.

The term of the Agreement will be five (5) years and may not be extended.

Exhibit B:
Insurance Requirements for Environmental Contractors and/or Consultants
(Sewer Line Inspections)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage 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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

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 any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, 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. **Environmental Impairment/Pollution Liability** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$1,000,000** aggregate per policy period of one year.

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

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution 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** 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 **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, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, 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 above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. **If Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form (*Does Not Apply to Commercial General Liability*):**

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 an extended 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 shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

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.

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 if admitted in the State of California.

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.

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 and provide a copy to the City of Stockton, but this provision applies regardless of whether or not an endorsement has been issued.

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. This provision applies regardless of whether or not an endorsement has been issued.

Subcontractors

Contractor 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. For CGL coverage subcontractors shall provide coverage with a format 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**.

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.

REV 2026-03-31

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
501 W Weber Avenue
Building 1, 4th Floor
Stockton, CA 95203

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 the invoice, and if acceptable, make payment on the approved invoice.
 - 3.2 Upon completion of work and acceptance by the City, Contractor shall have sixty (60) days in which to submit final invoice(s) for payment. An extension may be granted by the 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. The Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than the 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 the 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, the City will not be responsible for paying 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 the City. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the 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 the City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the 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 the 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 will be bound by its terms. Contractor is responsible to the 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 the 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, attorney fees, 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 required herein 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 investments 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.

Pursuant to Government Code 1090, California Assembly Bill 334: Contractor or Consultants duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor or Consultants participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the contractor pursuant to this agreement.

21. **Waiver.** In the event either City or Contractor at any time waives 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 statute, 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." (42USCSection2000d). <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. **Dispute Resolution; Attorney Fees.** Any dispute arising out of or relating to the terms and provisions of this Agreement shall be addressed in good faith by the parties. If a dispute cannot be resolved through informal negotiations, either party may pursue all remedies available under applicable law.

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred, including reasonable attorneys' fees.

31. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

32. **Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; it 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.

33. **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.

34. **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

GOODS AND SERVICES 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 a tangible or intangible part 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 purchase of goods and 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. Contractors 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 ensure 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.

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. Reports and Information

Contractor shall, at such times and in such forms as the City may require, furnish the City with 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 covered by this Agreement as specified in Exhibit A and Exhibit E.

11. Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

Deliverables must conform to 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.

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

12. Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date, and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

13. Shipping Terms

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14. Deliveries

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may cancel the Agreement and hold Contractor liable for damages incurred due to the untimely delivery, including but not limited to the additional costs resultant from City procuring substitute Deliverables elsewhere.

15. Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

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 \$2,000,000 (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 as a telephone, fax, and postage 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 unless defined elsewhere in Exhibit E.
- 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 15%.

7. Findings Confidential

All 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.

8. Right of Inspection

All Deliverables furnished by the Contractor must be as specified in Exhibit A and will be subject to inspection and approval of the City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, the Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverables prior to inspection shall not constitute acceptance of the Deliverables.

9. Warranty

Contractor warrants that (i) any Deliverable created or performed by Contractor for City under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry, any express or implied warranty stated or advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of the Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10. Ownership

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon delivery and acceptance, the Deliverable delivered by the Contractor shall become the exclusive property of the City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material, and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to the City or shall dispose of this property only according to the City's instructions.

1.6 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 mudfinance@stocktonca.gov and the below address:

City of Stockton Municipal Utilities Department
Attention: MUD Finance
2500 Navy Dr.
Stockton, CA 95206

1.7 Changes to the Annual Price List: Contractor shall agree to perform specified work in accordance with the Price List in Exhibit E for the applicable period. Annually in the month of December preceding the next contract year, Contractor may submit in writing a request for changes to the Price List for the next Contract year (July to June) for the City's review.

For labor rates subject to Prevailing Wage, the City will consider increases in labor rates which directly correspond to published California Department of Labor prevailing wage rates for applicable in the region of Stockton, for the applicable time frame, upon the Contractor's request.

The City shall only consider increases in equipment or material costs which correspond directly to the published consumer price index (CPI) for similar services in Stockton, California according to the Bureau of Labor Statistics and shall not exceed 3% in any one year.

Revised rate increase proposal shall be submitted to the City for consideration. Submissions shall include justifications and references in writing and are subject to City verification prior to acceptance for the following Contract year.

EXHIBIT E**PRICE LIST FOR JULY 1, 2026 – JUNE 30, 2027**

All prices listed in Exhibit E shall apply for all work conducted in accordance with Exhibit A within the specified contract year. There is no guaranteed amount of work.

Prices listed shall be all inclusive to all labor, materials, tools, equipment, mobilization, profit, and any incidentals associated with work specified in Exhibit A.

The percentage listed in Item 7 shall include Contractor's markup above the disposal manifest cost to include all labor, material, tools, equipment, mobilization, and profit.

Item	Description	Unit	Price
1	POSM-compliant CCTV Sewer Line Inspection	Hour	\$295.00
2	Sewer line cleaning (pipe diameter 18"-30")	Hour	\$600.00
3	Sewer line cleaning (pipe diameter 30"-40")	Hour	\$600.00
4	Sewer line cleaning (pipe diameter 40"-60")	Hour	\$600.00
5	Sewer line cleaning (pipe diameter >60")	Hour	\$600.00
6	Traffic Control	Hour	\$175.00
7	Waste Disposal (percentage over manifest).	Percentage	15%

Other Services Offered by Contractor

Unit prices shall be all inclusive to include labor, materials, tools, equipment, mobilization, profit, and incidentals associated with work specified by the below additional services, or required specialized equipment based on the needs of work specified in Exhibit A

Item	Description	Unit	Price
1	Additional Support Laborer	Per Hour	\$195.00
2	Confined Space Package	Per Hour	\$650.00
3	Two-person Traffic Control	Per Hour	\$350.00
4	MACP (Manhole) Inspection (Level 2)	Each	\$350.00
5	Floating Inspection (Tagline Vac Truck included)	Per Hour	\$945.00

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 Contractor shall provide a proposal of inspection schedule – within 5 business days of request by the City.



City of Stockton

Legislation Text

File #: 26-1004, **Version:** 1

APPROVE FINDINGS AND AUTHORIZE THE PURCHASE OF CENTRIFUGE REPLACEMENT PARTS AND MAINTENANCE SERVICES FROM GEA MECHANICAL EQUIPMENT U.S., INC. (CITYWIDE)

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 an exception to the competitive bidding process.
2. Authorize a five-year sole source agreement with GEA Mechanical Equipment U.S., Inc of Janesville, Wisconsin, in an amount not-to-exceed \$500,000, for training, parts, repair, and maintenance services.

It is further 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) Wastewater Utility operates the Regional Wastewater Collection Facility (RWCF), an advanced tertiary treatment plant with a capacity of 55 million gallons per day (MGD) located next to the San Joaquin River.

MUD staff operate and maintain equipment used in wastewater treatment, including a Westfalia Separator Centrifuge (Centrifuge) system to dewater collected sludge at the RWCF. The Centrifuge system requires genuine repair parts and services. GEA Mechanical Equipment U.S., Inc (GEA) is the sole authorized provider of repair parts, service, and maintenance for the Centrifuge system.

If approved by the City Council, this action will authorize a five-year sole source agreement with GEA Mechanical Equipment U.S., Inc of Janesville, Wisconsin, for Centrifuge training, replacement parts, repair, and maintenance services, in an amount not to exceed \$500,000 (Exhibit 1 to the Resolution).

DISCUSSION

Background

The Centrifuge system uses centrifugal force to separate solids from wastewater. GEA is a proprietary brand that requires genuine GEA parts and certified services to maintain proper operation.

The Westfalia Separator Centrifuge system is routinely monitored and maintained by MUD Maintenance staff and requires parts and repair to continue performing as designed by the manufacturer. Currently, GEA is the sole available source for the Centrifuge system parts and certified service.

Present Situation

GEA Mechanical Equipment U.S., Inc. provided the City with a total cost of \$500,000 for the five-year maintenance and service plan. Staff recommend approval of a not-to-exceed amount of \$500,000. The proposed contract includes the materials and services necessary to maintain the system in accordance with the manufacturer's specifications.

The proposed five-year agreement will provide GEA parts and certified service for the Centrifuge system from October 2026 through July 2031.

Findings

Pursuant to the Stockton Municipal Code (SMC) section 3.68.070, the City Council may approve findings that support and justify an exception to the competitive bidding process. The following findings support and justify an exception:

1. Routine maintenance, replacement of worn components, and necessary repairs are essential to ensure the Westfalia Separator Centrifuge system continues to effectively dewater sludge during wastewater treatment.
2. The Westfalia Separator Centrifuge system requires the use of original manufacturer parts and service for proper operation, performance guarantees, and the lowest life cycle cost.
3. Maintaining the Westfalia Separator Centrifuge system is more cost-effective than replacing it with an alternative system. Accordingly, the proposed contract serves the best public interest.
4. GEA Mechanical Equipment U.S. Inc. is the only source for Westfalia Separator Centrifuge system parts and repair services in the United States.

FINANCIAL SUMMARY

There are sufficient funds in the Wastewater Maintenance Division accounts 6512-000-630013-610-000-00-65-000-000 and 6512-000-650001-610-000-00-65-000-00 to pay for parts, repair, and maintenance services for FY 2026-27. The Division will budget funds for the remaining contract term in these same accounts, subject to City Council approval during the annual budget process.

This action has no impact on the General Fund or any other unrestricted funds.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FINDINGS AND AUTHORIZING THE PURCHASE OF CENTRIFUGE REPLACEMENT PARTS AND MAINTENANCE SERVICES FROM GEA MECHANICAL EQUIPMENT INC.

During the Regional Wastewater Control Facility (RWCF) Modifications Project, the GEA Mechanical Equipment Inc. Westfalia Centrifuge Separator system was installed to support the dewatering of wastewater during treatment at the RWCF; and

The Westfalia Centrifuge Separator system is a proprietary brand that requires GEA Mechanical Equipment Inc. replacement components and certified services to maintain proper operation in accordance with the manufacturer's specifications; and

GEA Mechanical Equipment Inc. is the sole available source for the Westfalia Centrifuge Separator system materials, repair, and maintenance services; now, therefore,

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

1. The City Council 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. Routine maintenance, replacement parts, and repairs are standard practice required to preserve the Westfalia Separator Centrifuge system's ability to dewater sludge from collected wastewater.
- b. The Westfalia Separator Centrifuge system requires the use of original manufacturer parts and service for proper operation, performance guarantees, and the lowest life cycle cost.
- c. Maintaining the Westfalia Separator Centrifuge system is more cost-effective than replacing it with an alternative system. Accordingly, the proposed contract serves the best public interest.
- d. GEA Mechanical Equipment U.S. Inc. is the only source for Westfalia Centrifuge Separator system parts and repair services in the United States.

2. A five-year sole source agreement with GEA Mechanical Equipment Inc. of Janesville, Wisconsin, in the amount of \$500,000, for Centrifuge system replacement components and maintenance services is hereby authorized, 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 October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim 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 GEA Mechanical Equipment U.S., Inc ("Contractor") to provide Centrifuge Parts and Service 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: 10/15/2026 Terminates on: 7/30/2031

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: \$ 500,000

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 – Goods and Services Special Terms and 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

GEA Mechanical Equipment US INC

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Evan Walker

Jeffrey Scholl

03 September 2026 | 14:58 CE

Authorized Signature

Date

Evan Walker

Vice President

Jeffrey Scholl

Senior Director Financ

Printed Name and Title of Person Signing

Evan Walker

Janesville

WI

Address

400 S Wuthering Hills Dr

CITY OF STOCKTON

United States

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Donald A. Larkin, City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

- 1.1 Contractor to provide OEM repair and replacement parts for the City's installed GEA Westfalia Separator Centrifuge system as requested by the City. Contractor includes GEA North America, Inc. dba GEA Mechanical Equipment U.S., Inc. and its affiliates that support Contractor.
- 1.2 Contractor to provide on-call repair and maintenance service in accordance with the O&M manual as requested by the City.
- 1.3 Contractor to provide repair, maintenance, and operation training to City personnel as requested by the City.

2. Project Scope

- 2.1 The Contract shall cover all equipment, parts, repair and training requested by the City for all Contractor supplied equipment operated at the City's wastewater treatment plant.

3. Specifications

- 3.1 All repair and replacement parts, equipment, and consumable materials shall be in accordance with the OEM operations and maintenance manual and be authentic Contractor approved parts.
- 3.2 All work performed under the scope of this contract shall be in accordance with OEM operations and maintenance manual and be performed by a Contractor service provider.

4. Major Deliverables

- 4.1 Repair and replacement parts, and consumable materials required for the proper operation of the Westfalia Separator Centrifuge or other Contractor supplied systems.
- 4.2 Maintenance and repair service provided by Contractor providers required for the proper operation of the Westfalia Separator Centrifuge or other Contractor supplied systems.

5. Tasks That Support the Deliverables

- 5.1 The City shall provide purchase orders for requested parts or services.

- 5.2 The City will provide schedules and access for services provided by Contractor.
- 5.3 The City will provide Contractor with the Special Tools furnished with the centrifuges and with use of maintenance crane for use during maintenance activities
- 5.4 The City will provide access to washrooms, toilets, and waste disposal

6. Internal and External Standards and Guidelines

- 6.1 All parts and services provided by the Contractor shall be provided in accordance with the applicable Westfalia Separator Centrifuge system operation and maintenance manuals.
- 6.2 All Contractor service providers shall adhere to all applicable safety requirements while performing work within the scope of this contract.

7. Criteria of Acceptance for Deliverables

- 7.1 All parts shall be subject to inspection and verification by City staff prior to the approval of Contractor submitted invoices Within 10 days of arrival.
- 7.2 City shall inspect all parts deliveries for quantity and quality and shall notify Contractor of any deficiencies within 3 business days
- 7.3 Upon completion of on-site services, Contractor shall issue a service report which shall be signed by City to document services complete during the visit.

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
 501 W. Weber Ave
 Stockton, CA 95203

9. Key Personnel

City's Contract Manager – Program Manager III or designee.

Senior Plant Maintenance Supervisor

10. Option to Renew.

The term of the Agreement may not be extended. The total term of the Agreement including the extended term shall not exceed 5 years.

GEA-ONLY Approved by ZM 8/13/2026

Exhibit B:
Insurance Requirements
(Equipment Maintenance & Repair Services)

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 AND LIMIT OF INSURANCE

Coverage shall be:

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 of **\$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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit of **\$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 **\$1,000,000** per accident for bodily injury or disease.

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. 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 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.

GEA-ONLY Approved by ZM 8/13/2026

Primary Coverage

For any claims related to this contract, to the extent resulting from Contractor's acts or omissions, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 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. 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

Contractor shall maintain insurance policies for the duration of the contract and Contractor shall notify City if there is a cancellation of policies with 30 days' notice.

Self-Insured Retentions

Any and all deductibles and SIRs shall be the sole responsibility of Contractor and shall not apply to the Indemnified Additional Insured Parties.

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.

Verification of Coverage

Contractor shall furnish the City of Stockton with a certificate of insurance before work commences. However, failure to provide the certificate of insurance prior to the work beginning shall not waive the Contractor's obligation to provide it.

Certificate Holder Address

The address for mailing certificates, and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
501 W Weber Avenue
Building 1, 4th Floor
Stockton, CA 95203

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, and City reference number. Within fifteen (15) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice within thirty (30) days. If invoice is not acceptable, City shall notify Contractor of corrections needed within 18 days of receipt.

3.2 Within a reasonable time and upon completion of work and acceptance by City, Contractor shall submit final invoice for payment.

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, in performance of this Agreement shall remain the intellectual property of the Contractor but shall be provided to the City to be used by the City solely in connection with its use and operation of the Contractor provided equipment subject to a non-exclusive license granted by Contractor to use the underlying intellectual property contained therein for the use and operation of the equipment..

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 an important consideration in this Agreement.
7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to request 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 Agreement as mutually agreed by the parties. Until the amendment is so executed, City will not be responsible to pay any charges exceeding the amount of this Agreement that 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

GEA-ONLY Approved by ZM 8-13-2026

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 or any Purchase Order at any time by mailing a notice in writing to Contractor. The Purchase Order or Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Purchase Order or Agreement is so terminated, the Contractor shall be paid for the work actually performed at the time the notice of termination is received including a reasonable profit based on percentage of work complete plus the actual cost of any third party non-cancellable costs.

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. However, once the City has issued a purchase order for parts, services, or

repairs, the City shall remain obligated to pay for those subject to Section 11.1 for such purchase order.

12. Non-Assignability. Except to an affiliated entity, 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 and Damages. 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) for 3rd party claims for personal injury, death, and tangible property damage to the extent arising out of or in connection with Contractor's negligence or willful misconduct, except to the extent such loss or damage was caused by the negligence or willful misconduct of the City.

In addition, Contractor shall indemnify City for any claim that the Services infringe any US apparatus patent or misappropriates any third-party intellectual property rights.

As a condition of this clause, City must notify Contractor immediately upon becoming aware of such claim and provide reasonable assistance to Contractor, Contractor shall have the right to control defense and to settle without City's consent to the extent such settlement does not require any monetary payment or admission by the City.

These obligations shall survive the completion or termination of this agreement.

Damages. In no event shall Contractor or its suppliers be liable in contract or in tort or under any other legal context or theory, including negligence and strict liability, for any special, punitive, indirect, incidental or consequential damages of any kind or character, including, but not limited to, loss of use of productive facilities or goods, costs of product recall, plant downtime, damage to or loss of product, chemicals, catalysts, feedstock or other raw materials, loss of revenues or profits or loss under purchases or contracts made in reliance on the performance or non-performance of the Services, whether suffered by City or any third party and in each case irrespective whether the damage in question is considered to be direct or indirect. Contractor's and its suppliers' aggregate responsibility and liability, whether arising out of contract or tort or any other legal context or theory, including negligence and strict liability, all claims for breach of any warranty or guarantee, failure of performance or delay in performance by Contractor or performance or non-performance of the Services shall not exceed the total "not to exceed" amount of the Contract including any amendments thereto.

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. Notwithstanding the foregoing, to the extent that the City has any specific laws, rules or regulations that pertain to the City's overall operation and safety of the site and not specific to the services on the Contractor's equipment, the City shall specify such requirements in writing in advance of commencement of any work by the Contractor.

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. No audit is permitted on any firm fixed pricing calculations on the sale of equipment or spare parts.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions. Subject to any disclosures required by public record requests. City agrees to similarly exercise reasonable precautions to prevent unauthorized disclosure and additionally shall not post service reports, manuals, or quotes or inspection reports on publicly available on-line sites. All drawings, notebooks, operating data, specifications, and other information, data and material (whether orally disclosed, printed, handwritten, typed, numerically or computer generated, computer stored, or otherwise) furnished to City by either Contractor or any of its suppliers shall remain the proprietary and confidential property of Contractor and shall

be used by City only with respect to the work covered by the Contract and shall not be used by City in connection with any other project. Such proprietary and confidential information and data shall not be shown or otherwise made available to any third party at any time without Contractor's prior written consent, subject to any disclosures required by public record requests. Neither City itself, nor shall City permit any third party to, reverse engineer, measure or otherwise technically examine or test Contractor's equipment without Contractor's prior written consent. Any such proprietary and confidential information which City determines must be disclosed to its employees, shall only be disclosed to its employees on a need-to-know basis for the operation, maintenance, and repair of the equipment provided under the Contract. Intellectual property or patent rights which may be obtained on the basis of the information given or made available to City under the Contract or with respect to Contractor's equipment shall remain the exclusive property of Contractor.

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 statute, 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 as a result of causes of any kind beyond the reasonable control of Contractor, such as, but not limited to, strikes or other labor difficulties, riots, changes in laws and regulations and other acts of governmental authorities, inclement weather, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers, acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, or shortage of power. 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. All applicable taxes such as sales, use, value add, or other similar taxes related to the sale of goods or provision of services will be listed separately on each invoice and shall be paid by the City to Contractor unless the City is able to provide Contractor a valid exemption certificate.

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**GOODS AND SERVICES 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 a tangible or intangible part 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 purchase of goods and 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) In the event that Contractor is delayed by the City in their ability to complete performance, Contractor shall be entitled to make a claim for extension of time (where applicable) and for any costs actually incurred as a result of the delay. Contractor will notify City of any such instances and provide reasonable evidence of the costs for the parties to mutually agree on to make the final equitable adjustment.
- iii) Contractor shall identify the approximate time required to deliver Services and Deliverables when quoting.

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 the Agreement. 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 ensure 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.

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 and in accordance with the itemized quotations for which purchase orders are issued subject to City approval. 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. Reports and Information

Contractor shall, at such times and in such forms as the City may require, furnish the City with 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 covered by this Agreement as specified in Exhibit A and Exhibit E.

7. Findings Confidential

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor and City agree that they shall not be made available to any individual or organization (except Contractor's vendors and affiliated entities) without the prior written approval of the Contractor and City, subject to any requirement to disclose pursuant to a public record request. 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.

8. Right of Inspection

All Deliverables furnished by the Contractor must be as specified in Exhibit A and will be subject to inspection and approval of the City after delivery. Subject to notification of Contractor, City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables only where Contractor is unable to remedy the non-compliance in a reasonable period of time. If rejected, the Deliverable will be held for disposition at the expense and risk of Contractor. Contractor shall issue a return goods authorization (RGA) to City and shall make arrangements to for return shipment. Payment for Deliverables prior to inspection shall not constitute acceptance of the Deliverables.

9. Warranty

Contractor warrants that the services, including all materials ("Services") shall be in good working order and free from defects in materials and workmanship for a period of one year. These warranties are the only warranties made by Contractor and are in lieu of all other warranties and Contractor disclaims on behalf of itself and its suppliers any and all implied warranties, including warranties of merchantability, fitness for a specific purpose (other than the purpose set forth in the contract), suitability or performance. This warranty shall not cover any defects arising from corrosion, abrasion, use of unsuitable lubricants, operation outside of prescribed temperature ranges, unauthorized changes, negligent operation, ordinary wear and tear, or any defects caused by the City in not providing suitable premises in which the Services are located, adequate foundation works, or adequate protection against operating environment influences which may affect the Services. Contractor's obligation under this warranty is strictly and exclusively limited to furnishing repairs or replacements for services, equipment or parts determined to be defective on inspection by an authorized representative of Contractor. Contractor assumes no responsibility and shall have no liability for any repairs or replacements by City without Contractor's prior written authorization. These warranties shall survive delivery of Deliverables and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverables, or payment thereof.

10. Ownership

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon payment by City, the Deliverable delivered by the Contractor shall become the exclusive property of the City.

11. Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets (“SDS”) to City.

Deliverables must conform to 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.

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor’s authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

In the event of a change in laws that impact the Contract or an active purchase order, Contractor shall have right to an equitable adjustment for any increased costs to comply. If Contractor is unable to comply, Contractor may terminate the Contract.

12. Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and

web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date, and Expiration Date, for every contractor and subcontractor, regardless of tier.

13. This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.Shipping Terms

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14. Deliveries

TIME IS an important consideration IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the purchase order, City shall notify the Contractor the failure and the Contractor must commence to cure the failure within 5 days and thereafter continue diligent efforts to complete the cure within an expedited period of time, in either case, failing to commence or continue diligent efforts and failure to provide adequate assurances of being able to meet the failed delivery, City may cancel and the City shall be entitled to any and all remedies available to it under contract or applicable law.

15. Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

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 \$500,000.00 (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.
- iv. Costs of freight on parts (which may be estimated at time of Purchase Order).

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	On-site Service and Travel Mon-Fri (per hour)	\$265.00
2	Travel Booking Fee (per trip)	\$150.00
5	Overtime Service and Travel per hour Mon-Fri (in excess of 8 hours)	\$353.50
4	Saturday Service and Travel (per hour)	\$353.50
6	Sunday and Holiday Service and Travel (per hour)	\$430.00

3. Hourly Rates. The hourly rates for services requested by the City shall be in accordance with the Contractor’s submitted hourly rates for the applicable Agreement period. Contractor shall be compensated based on the submitted hourly rates approved by the City for the applicable Agreement period on a time and material basis for those services that are within the general scope of services of this Agreement 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.

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 mudfinance@stocktonca.gov or the below address:

City of Stockton Municipal Utilities Department
Attention: MUD Finance
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**

1.1.1 GEA shall provide a date for the requested services to be performed within 5 business days of request.

1.1.2 Confirmation of ship date for requested parts shall be within 5 business days of order being placed.



City of Stockton

Legislation Text

File #: 26-1005, **Version:** 1

APPROVE FINDINGS AND AUTHORIZE THE PURCHASE OF DISC FILTER SYSTEM REPLACEMENT PARTS AND ON-CALL REPAIR SERVICES FROM VEOLIA WATER TECHNOLOGIES (CITYWIDE)

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 an exception to the competitive bidding process.
2. Authorize a five-year sole source agreement with Veolia Water Technologies of Cary, North Carolina, not to exceed the amount of \$900,000, for materials, on-call repair, and maintenance services for the Veolia Water Technologies disc filter system (Exhibit 1 to the Resolution).

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

Summary

The Municipal Utilities Department (MUD) Wastewater Utility operates the Regional Wastewater Collection Facility (RWCF), an advanced tertiary treatment plant with a capacity of 55 million gallons per day (MGD) located next to the San Joaquin River.

MUD staff operate and maintain equipment used in wastewater treatment, including a Veolia Water Technologies (Veolia) disc filter system. This system removes suspended solids, sand, and organic debris from wastewater before it enters ultraviolet disinfection. Routine maintenance and repairs are necessary to ensure the disc filter system continues to treat wastewater effectively.

If approved by the City Council, this action will authorize a five-year sole source agreement with Veolia Water Technologies of Cary, North Carolina, not to exceed the amount of \$900,000, for materials, on-call repair, and maintenance services for the Veolia Water Technologies disc filter system (Exhibit 1 to the Resolution).

DISCUSSION

Background

During the RWCF Modifications Project, the Veolia disc filter system was selected and installed to remove suspended solids, sand, and organic debris from wastewater. After installation, MUD Maintenance staff assumed responsibility for overseeing the system's ongoing maintenance.

However, the system is a proprietary brand and still requires Veolia parts and certified services to maintain proper operation. Veolia is the sole source for these materials and services.

Present Situation

The Veolia disc filter system requires routine maintenance, parts, and repair to work properly. The proposed five-year agreement with Veolia Water Technologies includes materials and services to ensure the system is properly maintained.

If approved by the City Council, this action will authorize a five-year agreement with Veolia Water Technologies for a not-to-exceed amount of \$900,000.

Findings

Pursuant to the Stockton Municipal Code (SMC) section 3.68.070, the City Council may approve findings that support and justify an exception to the competitive bidding process. The following findings support and justify an exception:

1. Routine maintenance, replacement of worn components, and necessary repairs are essential to ensure the Veolia disc filter system continues to effectively remove suspended solids, sand, and organic debris from wastewater.
2. The Veolia disc filter system requires the use of original manufacturer parts and service for proper operation, performance guarantees, and the lowest life cycle cost.
3. Maintaining the Veolia disc filter system is more cost-effective than replacing it with an alternative system. Accordingly, the proposed action best serves the public interest.
4. Veolia Water Technologies is the only source for replacement parts and repair services in the United States.

FINANCIAL SUMMARY

There are sufficient funds in the Wastewater Maintenance Division accounts 6512-000-630013-610-000-00-65-000-000 and 6512-000-650001-610-000-00-65-000-000 to pay for replacement parts, repair, and maintenance services for FY 2026-27. The Division will budget funds for the remaining contract term in these same accounts, subject to City Council approval during the annual budget process.

This action has no impact on the General Fund or any other unrestricted funds.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FINDINGS AND AUTHORIZING THE PURCHASE OF DISC FILTER SYSTEM REPLACEMENT PARTS AND ON-CALL REPAIR AND MAINTENANCE SERVICES FROM VEOLIA WATER TECHNOLOGIES

During the Regional Wastewater Control Facility (RWCF) Modifications Project, the Veolia Water Technologies (Veolia) disc filter system was selected and installed to remove suspended solids, sand, and organic debris from collected wastewater; and

The Veolia disc filter system is a proprietary brand and requires Veolia replacement components and certified services to maintain proper operation in accordance with the manufacturer's specifications; and

Veolia Water Technologies is the sole authorized vendor for the Veolia Water Technologies disc filter system replacement parts, on-call repair, and maintenance services; now, therefore,

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

1. The City Council 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. Routine maintenance, replacement of worn components, and necessary repairs are essential to ensure the Veolia disc filter system continues to effectively remove suspended solids, sand, and organic debris from wastewater.
- b. The Veolia disc filter system requires the use of original manufacturer parts and service for proper operation, performance guarantees, and the lowest life cycle cost.
- c. Maintaining the Veolia disc filter system is more cost-effective than replacing it with an alternative system. Accordingly, the proposed action best serves the public interest.
- d. Veolia Water Technologies is the only source for replacement parts and repair services in the United States.

2. A five-year sole source agreement with Veolia Water Technologies of Cary, North Carolina, not to exceed \$900,000, for materials, on-call repair, and maintenance services for Veolia Water Technologies disc filter system is hereby authorized, 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 October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton

CITY OF STOCKTON
STANDARD AGREEMENTAgreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and
 Veolia Water Technologies ("Contractor") to provide Disc Filter Parts and Repair Services
 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: 10/15/2026 Terminates on: 6/30/2030

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: \$ 900,000

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 – Goods and Services Special Terms and Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions

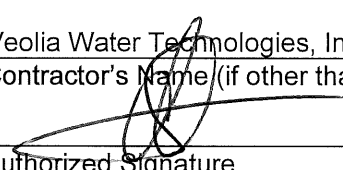
(If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Veolia Water Technologies, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):


 Authorized Signature

 8/25/2026
 Date

Eric Tate - Sr Director Engineering & Project Management

Printed Name and Title of Person Signing

4545 Patent Road, Norfolk, VA 23502

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci A. Arredondo, City Attorney

BY: _____

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 Contractor to provide OEM repair and replacement parts for the City's Veolia Discfilter System as requested by the City.
- 1.2 Contractor to provide requested repair and maintenance services as requested by the City.
- 1.3 Contractor to provide repair, maintenance, and operation training to City personnel as requested by the City.

2. Project Scope

- 2.1 The Contract shall cover all equipment, parts, and training requested by the City for all Veolia Technology equipment operated at the City's wastewater treatment plant.

3. Specifications

- 3.1 All repair and replacement parts, equipment, and consumable materials shall be in accordance with the OEM operations and maintenance manual and be authentic Veolia approved parts.
- 3.2 All work performed under the scope of this contract shall be in accordance with OEM operations and maintenance manual and be performed by a Veolia service provider.

4. Major Deliverables

- 4.1 Repair and replacement parts, and consumable materials required for the proper operation of the Veolia Discfilter or other Veolia systems.
- 4.2 Maintenance and repair service provided by Veolia service providers required for the proper operation of the Veolia Discfilter or other Veolia systems.

5. Tasks That Support the Deliverables

- 5.1 The City shall provide purchase orders for requested parts or services.
- 5.2 The City will provide schedules and access for services provided by Contractor.

6. Internal and External Standards and Guidelines

- 6.1 All parts and services provided by the Contractor shall be provided in accordance with the applicable Veolia system operation and maintenance manuals.
- 6.2 All Contractor service providers shall adhere to all applicable safety requirements while performing work within the scope of this contract.

7. Criteria of Acceptance for Deliverables

- 7.1 All parts and services shall be subject to inspection and verification by City staff prior to the approval of Contractor submitted invoices. The City is deemed to have inspected, verified and accepted the parts and services unless it notifies Contractor in writing of any nonconforming or excess parts and services as follows:
- 7.1.1 for services, within three (3) business days of Contractor's completion of such services; and
- 7.1.2 for parts, within ten (10) business days of the City's receipt of such parts.
- 7.2 The City shall furnish such written evidence or other documentation as reasonably required by Contractor.

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
_____	501 W. Weber Ave, BLDG 2
_____	Stockton, CA 95203

9. Key Personnel

City's Contract Manager – Program Manager III or designee.

Senior Plant Maintenance Supervisor

10. Option to Renew.

The term of the Agreement may not be extended. The total term of the Agreement including the extended term shall not exceed 5 years.

VEOLIA-Only; Approved by ZM 08-03-2026

Exhibit B:
Insurance Requirements
 (Equipment Maintenance & Repair)

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.

SCOPE AND LIMIT OF INSURANCE

Coverage shall be as broad as:

- 1. Commercial General Liability (CGL):** Current edition of 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 of **\$5,000,000** per occurrence.
- 2. Automobile Liability:** Current edition of ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit of **\$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 **\$1,000,000** per accident, **\$1,000,000 disease-each employee, \$1,000,000 disease-policy limit.**

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. The most current edition of ISO additional insured forms: Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization CG 20 10, and/or Additional Insured – Owners, Lessees or Contractors – Completed Operations CG 20 37). Blanket endorsements will be acceptable. Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover

VEOLIA-Only; Approved by ZM 08-03-2026

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** over any other valid and collectible insurance, as respects the City of Stockton's, its officers', officials', employees', and volunteers' additional insured status. 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. Total limits of liability required hereunder may be provided by either primary coverage or a combination of primary and umbrella/excess liability coverages. 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 "retained limits" basis, with coverage as broad as provided on the underlying Commercial General Liability insurance. No primary insurance policies maintained by the Additional Insureds, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary liability policies are exhausted.

Notice of Cancellation

Contractor shall maintain insurance policies for the duration of the Agreement and Contractor shall notify City within 15 days if there is a cancellation of policies.

Waiver of Subrogation

With respect to Contractor's indemnification obligations herein, 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

VEOLIA-Only; Approved by ZM 08-03-2026

Self-insured retentions must be declared to the City. 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 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 A-:VII or better, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements 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 endorsements required by these specifications, at any time.

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. City shall notify Contractor within fifteen (15) days of receipt of invoice of any charges associated with the invoice the City disputes and contends that City does not owe Contractor. If City so notifies Contractor, and if only a portion of the invoice is disputed, City shall pay the undisputed portion within thirty (30) days of receipt or such portion shall be deemed delinquent. Any charges disputed by City in good faith will not be deemed delinquent.

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.**

4.1 With respect to repair, maintenance, and training services (collectively "Services"), all Contractor Services 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 of a similar nature, and in conformance with applicable laws, codes and professional standards (the "Services Warranty"). Contractor's Services shall be adequate and sufficient to meet the purposes of this Agreement.

4.2 Claims for defects, deficiencies, errors, or omissions, or any other claims for defective Services must be made in writing to Contractor within thirty (30) business

days of City's discovery of such alleged defect, deficiency, error, or omission, or other claim (including defects that would have been discovered by a reasonably prudent investigation). In the event Contractor's performance of the Services or any portion thereof, fails to conform to the Services Warranty, Contractor shall expeditiously initiate re-performance of the non-conforming Services, or upon the mutual agreement of the parties, refund the amount of compensation paid to Contractor for such nonconforming Services.

4.3 With respect to repair and replacement parts, equipment, and consumables materials (collectively "Parts and Equipment") Contractor warrants to City that the Parts and Equipment shall materially conform to the specifications in Exhibit A and shall be free from defects in material and workmanship (the "Parts & Equipment Warranty"). Contractor's obligation under this warranty is strictly and exclusively limited to furnishing repairs or replacements for Parts and Equipment determined to be defective.

4.4 If City gives Contractor prompt written notice of breach of the Parts & Equipment Warranty within ninety (90) days on electrical supplies, one (1) year on mechanical supplies, from delivery, Contractor shall, at its sole option and as City's sole remedy repair or replace the subject parts or refund the purchase price thereof.

4.5 .

4.6 Contractor's warranties are conditioned on City's operating and maintaining the equipment in accordance with Contractor's instructions, and not making any unauthorized repairs or alterations. Contractor's warranties do not cover damage caused by chemical action or abrasive material, misuse or improper installation by persons other than Contractor.

4.7 THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY CONTRACTOR, ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW, AND ARE IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER STATUTORY, WRITTEN OR ORAL. CONTRACTOR DISCLAIMS AND CITY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. Ownership of Work. All drawings, documents, specifications, designs and plans related to the services and work, and created or generated by Contractor during the performance of the services and work, shall be deemed instruments of service ("Instruments of Service"), and all intellectual property rights in and to such Instruments of Service, shall be and remain the sole property of Contractor. Contractor grants the City a perpetual, limited, non-exclusive, nontransferable, paid-up license to reproduce all such Instruments of Service in connection with its installation, operation, use, maintenance and repair of the services and work at the City's wastewater treatment plant; provided, however, the City may transfer or sublicense the preceding license only to a third party operator or successor owner/permitted assignee of the services and work, and only if the same provides legally binding documentation to Contractor stating that it shall adhere to the limitations of such license which are expressed in this Section 5 and to confidentiality provisions at least as restrictive as set
VEOLIA-ONLY; Approved by ZM 8-3-26

forth in Section 19 (Confidentiality). The Instruments of Service are for use solely with respect to the services and work, and shall in no event be used by the City, or its employees, representatives or agents, for any other services and work, or for completion of the services and work hereunder by others unless this Agreement is terminated by the City for cause do to an uncured default by Contractor. All Instruments of Service shall be delivered to the City upon completion of the work under this Agreement, or upon termination of this Agreement at the City's written request. If any Instruments of Service are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. All Instruments of Service shall be kept confidential as provided hereinabove and in accordance with Section 19 (Confidentiality). The Instruments of Service shall not be used for purposes other than as set forth in this Section 5. The Instruments of Service shall not be disclosed to anyone not connected with these services, except any disclosures required by the City pursuant to a public record request.

6. **Timeliness.** Time is important to this Agreement.

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.

VEOLIA-ONLY; Approved by ZM 8-3-26

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 and costs actually incurred 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 and Contractor may mutually agree upon 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 third party liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) for bodily injury or property damage to the extent of 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 negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the insurance obligations contained in this agreement. The City of Stockton must provide notice to Contractor of any claim for which it is seeking indemnification promptly upon its receipt of notice, or knowledge of the claim. 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, or will so obtain, 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 applicable 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. Likewise, City shall exercise reasonable precautions to prevent the unauthorized disclosure of Contractor's Instruments of Service. The City's provision of Instruments of Services or records related to services provided under the Agreement to a third party pursuant to a public records act request or legal order shall be deemed reasonable and authorized.

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 statute, 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 and contemporaneous 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.

34. **Consequential Damages/Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF ANTICIPATED OR ACTUAL PROFIT, LOSS OF REVENUE, LOSS OF USE, LOSS OF PRODUCTION, BUSINESS INTERRUPTION OR ANY SIMILAR DAMAGE OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR BY OPERATION OF LAW. CONTRACTOR'S TOTAL LIABILITY, WHETHER ARISING FROM OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, ERRORS AND OMISSIONS, STRICT LIABILITY, INDEMNITY OR ANY OTHER CAUSE OR BASIS WHATSOEVER, IS EXPRESSLY LIMITED TO 150% OF THE "NOT TO EXCEED" AMOUNT SPECIFIED IN EXHIBIT E INCLUDING ANY AMENDMENTS THERETO. THIS PROVISION SHALL SURVIVE THE TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.

EXHIBIT D
GOODS AND SERVICES 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 purchase of goods and 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 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. 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 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 City and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 Subject to the provisions of Section 4 Sufficiency of Contractor's Work in Exhibit C – GTC, 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 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 skill and care of its Services and Deliverables.

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. 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.

7. Findings Confidential

All 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.

8. Right of Inspection

All Deliverables furnished by Contractor must be as specified in Exhibit A and will be subject to inspection and approval of City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverable prior to inspection shall not constitute acceptance of the Deliverable.

9. Warranty

Subject to the provisions of Section 4 Sufficiency of Contractor's Work in Exhibit C – GTC. Contractor's warranty shall survive delivery of Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10. Ownership

Contractor shall at all times remain the sole owner of the Instruments of Service and/or Deliverable in accordance with, and subject to the license provided at Section 5 Ownership of Work in Exhibit C – GTC. Contractor shall bear the risk of any loss or damage to the Deliverable in accordance with the agreed upon Incoterms® 2020 in conformity with this Agreement. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material and any other personal property furnished by City to Contractor for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to City or shall dispose of this property only according to City's instruction.

11. Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

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. Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is

registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

13. Shipping Terms

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14. Deliveries

Intentionally omitted.

15. Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, and 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 \$900,000.00 (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 and 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. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such as telephone and fax 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 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, a material change to the Statement of Work and Scope by a written Amendment for additional compensation shall be mutually agreed between the City and Contractor.

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	On-site Labor (per hour)	\$235.00
2	Travel (per hour)	\$185.00
3	Shop Labor – At Contractor site (per hour)	\$185.00

3. **Hourly Rates.** The hourly rates for services requested by the City shall be in accordance with the Contractor’s submitted hourly rates for the applicable Agreement period. Contractor shall be compensated based on the submitted hourly rates approved by the City for the applicable Agreement period for those services that are within the general scope of services of this Agreement 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.

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 mudfinance@stocktonca.gov and the below address:

City of Stockton Municipal Utilities Department
 Attention: MUD Finance
 2500 Navy Dr.
 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

1.1.1 Schedule for requested service (within 3 business days of request).

1.1.2 Confirmation of ship date for requested parts (within 3 business days of order being placed.)

**Routing Form for
Single Available &
Sole Source/Brand**

Requesting

Dept/Contact: _____

Municipal Utilities Department

Contractor/Vendor: _____

Vesolia Water Technologies

	TO	TITLE	ACTION	DATE NEEDED	COMPLETED BY	COMPLETION DATE
1	Procurement Staff	Procurement Specialist	Review/Initial	9/14/16	Andrew T.	
2	Jason Farrow	Acting Procurement Supervisor	Review/Initial		JF	8/19
3	Lisa Brown	Procurement Manager	Review/Initial		LB	8/19
4	CFO or Designee	CFO or Designee	Review/Sign		JL	8/20/16

If the total cost of this request is at or under \$100,000, please route this form to the City Manager for approval.

If the total cost of this request exceeds \$100,000, please route this form back to the department for Councils' Approval

5	Jamie Lopez Executive Assistant	Informal - Forward to CM; Copy to PS			
		Formal - Forward to Dept; Copy to PS			
6	City Manager	City Manager	Signature/Execute		

When the form is fully approved, please return it to the Department, Jamie Lopez, and Procurement

SENT: ☐ Hand-Carried ☐ E-mail ☐ Inter-office ☐ _____

Additional Instructions:

CLEAR

**CITY OF STOCKTON
ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
JUSTIFICATION FOR SOLE SOURCE, SOLE BRAND OR SINGLE AVAILABLE
SOURCE PROCUREMENT FORM**

Justification For:	☒ Sole Source	Good, technology, or service is available from only one vendor/source
	☐ Sole Brand	Bids will be solicited for specified brand only
	☐ Single Available	Department selects single vendor over others
Transaction Type, Frequency & Criteria:	☒ Goods	☐ One Time ☐ Annual ☐ Pilot ☒ OEM/Proprietary ☐ Compatibility ☐ Continuity
	☒ Service	
	☐ Technology	
Documentation Attach: ☒ Yes	☒ Budgeted Funds ☐ Grant Award* ☐ Special Funds	Request is: ☐ New ☐ Renewal (If this is a renewal, new documentation is required to be attached to and submitted with the form)

Requested contractor Name or Sole Brand Item Name:	Veolia Water Technologies	
Vendor Address:	1500 Weston Parkway, Cary, NC 27513	
Price (Estimated):	\$ 900,000.00	☐ Annual ☒ Term of Agreement
Approved Period: (Valid for one year unless associated with a multi-year agreement.)	Start Date: 10/01/2026	End Date: 06/30/2030

SECTION A: JUSTIFICATION – SOLE/SINGLE SOURCE: (text must be legible)

1. Briefly describe what specific good(s) and/or service is needed and why.

The MUD RWCF Project specified a Hydrotec Discfilter system as part of the physical filtration of wastewater at the Wastewater Recovery Center. The Hydrotec Discfilter system components are proprietary and require that all replacements and repairs be conducted in accordance Veolia and Kruger specifications. A five year parts, training, and service contract will be developed for as-needed repair services, and the purchase of replacement and repair parts for this system.

2. Why is this procurement restricted to this good/service supplier?

The system's proprietary nature requires the use of manufacturer parts, service, and software. Veolia Water Technologies is the only provider for specified parts and service.

3. Describe the uniqueness of the procurement.

The Hydrotec Discfilter system was specified as part of the RWCF upgrade project. The system has been installed and is operating at the MUD Wastewater Recovery Center.

4. What are the consequences of not purchasing the good(s) and/or service or contracting with the proposed supplier? Provide any applicable documentation to support your statements.

In order to maintain proper operation, only proprietary Veolia parts and service must be used in accordance with the operations and maintenance manual.

5. What market research, including evaluation of other items, was conducted to substantiate no competition?

OEM warranty and system operation manuals, which are summarized in a letter dated 9/11/2025, require the use of authentic Veolia parts and service for the Hydrotec Discfilter system in operation.

SECTION B: JUSTIFICATION - SOLE BRAND: A valid sole-brand justification allows procurement to process a competitive solicitation with the insertion of "no substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer. (attach additional sheets, as necessary. text must be legible)

1. Describe the commodity, technology or item needed to meet your requirement and why it is needed. Include the brand name, manufacturer, and model number. If needed for compatibility purposes, provide the manufacturer and model number of your existing equipment.

N/A

2. What are the unique performance features/factors of the product specified that are essential to your requirements and that are not available in any other product or brand?

N/A

3. Please provide a brief, yet technical explanation as to why these features are essential and required.

N/A

4. What competing brands were investigated and examined (e.g. products with similar capabilities, list specific brands/models of competitors)? Why are these products being rejected (e.g. how did they not meet some or all of the features' requirements list in items 3)? What other suppliers did you contact? (please include company names and address).

N/A

SECTION C: PRICE ANALYSIS (if applicable)

1. How was the price offered determined to be fair and reasonable? (attach additional sheets, as necessary)

N/A

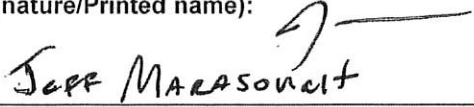
2. Describe any cost savings realized, or costs avoided by acquiring the goods/services from this supplier. (attach additional sheets, as necessary)

N/A

NOTE: Justification requests submitted without adequate information in support of limiting competitive bidding will be returned to the originating department. For the purposes of this statement, "adequate" is defined as substantive information or data. Any missing information may delay the processing of this request or result in the return of this form to the originating department.

SECTION D: REQUESTING DEPARTMENT'S CERTIFICATION:

I am aware of the City of Stockton requirements set forth in the City of Stockton Charter, Municipal Code and Purchasing Manual for competitive bidding and the requirement for justification of a sole/single available source purchase request. Procurement reserves the right to competitively bid, negotiate pricing or to solicit additional information. As an approved department representative, I have gathered technical information and made a diligent effort to review comparable/equal good or service, and sources for this purchase as documented. I hereby certify the validity of the information contained herein and feel confident the justification for sole/single available source meets the criteria and is accurate. I understand that this request and supporting documentation may be subject to audits and protests and that I may be called upon to appear to justify this request. This action is also governed by the legal authority per SMC 3.68.060 (City Manager delegated contracting authority up to \$100,000.)

Name of Requesting Department: Municipal Utilities Department	Requesting Department's Representative (Signature/Printed name): Paul Acosta
Requesting Department Director (or Designee) (Signature/Printed name): 	Approved: ☒ Yes ☐ No
Date: 8/19/26	If no, briefly state reason why:
FEDERAL RESOURCE: NON-COMPETITIVE PROPOSALS CHECKLIST	
DEPARTMENT MUST SELECT AT LEAST ONE (1) IF FEDERAL FUNDS ARE USED	
☐ 1. Item is only available from a single source. ☐ 2. After solicitation of several documented sources competition is determined to be inadequate. ☐ 3. Federal or State pass-through entity expressly authorizes use of this method in response to a written request; and ☐ 4. A public emergency or exigency exists that will not permit delay resulting from competitive solicitation.	
ADMINISTRATIVE SERVICES	APPROVED: ☐ Yes ☐ No
Procurement Supervisor (Or Designee) Initial & Date JF 8/19	Procurement Specialist (Or Designee) Initial & Date AT 8/19/26
Procurement Manager (or Designee) Sign & Date:  8/19/26	If no, briefly state reason why:
Chief Financial Officer (Or Designee) Sign & Date:  8/20/26	If no, briefly state reason why:
CITY MANAGER	
City Manager (Or Designee) Signature:	Comments:
Date:	
CITY COUNCIL APPROVAL (REQUIRED IF SOLE/SINGLE AVAILABLE SOURCE EXCEEDS \$100,000)	
Resolution/Motion Number:	Date:



Prepared for: City of Stockton, CA

9/11/25

Attention: Paul Acosta, Program Manager

Kruger is the sole engineering design proprietor of the Kruger /Hydrotech Discfilter system. All parts associated with the Kruger / Hydrotech Discfilter system have been engineered based on Kruger Inc. specifications and recommendations. Kruger's proprietary systems include the following:

Kruger Actiflo® Equipment – including, but not limited to, mixers, microsand pumps, hydrocyclone systems, & lamellas

Kruger Curved Bar Screens

Kruger / Hydrotech Disc Filter Parts

Kruger Mixers

Kruger Inlet Distributors/Weir Gates and Drive Components

HYDREX™ products (polymers, microsand, coagulants, and specialty chemicals)

LPT Slurry Pumps

Kruger Rotor Drive Systems

Kruger Ditch Aluminum Decking

Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations

If you have any questions or concerns, please feel free to contact me.
Thank you,

PLEASE NOTE:
This Letter is valid through
December 31, 2026

Chris Evans
Aftermarket Regional Manager
East Region
919-455-1522

VEOLIA WATER TECHNOLOGIES
office : +1 919 653-5070 / fax : +1 919 661-4568
Kruger Inc. / 1500 Garner Road, Suite C / Raleigh, NC 27610 / USA



City of Stockton

Legislation Text

File #: 26-1020, Version: 2

APPROVE MOTION TO ENTER INTO A PIGGYBACK PURCHASING AGREEMENT WITH PACIFIC STORAGE COMPANY, PURSUANT TO COUNTY OF FRESNO AGREEMENT NO. 24-104, FOR ON-SITE AND OFF-SITE CONFIDENTIAL DOCUMENT SHREDDING, AND INFORMATION MEDIA DESTRUCTION SERVICES, FOR THE REMAINDER OF THE ORIGINAL TERM, WITH TWO ONE-YEAR EXTENSIONS, THROUGH MARCH 11, 2029, AND A TOTAL NOT TO EXCEED AMOUNT OF \$350,000.00

RECOMMENDATION

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

1. Approve the findings pursuant to Stockton Municipal Code Section 3.68.070 supporting an exception to the competitive bidding requirements to utilize County of Fresno Agreement No. 24-104;
2. Authorize the City Manager to execute a piggyback purchasing agreement with Pacific Storage Company for on-site and off-site confidential document shredding and information media destruction services for the remainder of the original term, with two one-year extensions, through March 11, 2029, in a total not to exceed amount of \$350,000.00.

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

Summary

Each City of Stockton department has established document retention requirements for records containing sensitive information. These records may include financial, historical, administrative, and other records subject to applicable retention requirements. Depending on the type of record, certain documents may be required to be retained for several years.

Failure to retain records in accordance with applicable retention requirements may result in audit findings, reduced transparency, and increased legal and operational risk, particularly if records are later required for public records requests, audits, investigations, litigation, or other official purposes.

DISCUSSION

Background

The City's departments maintain records retention schedules that establish how long physical and electronic records must be retained before they may be disposed of. Retention requirements vary based on the type of record and may include specific retention periods and disposition requirements.

Examples of records with a five (5)-year retention period include 1099s, 1096s, DE 542 forms, check registers, developer trust account records, and fixed asset auction records. Certain records, including investment records, Finance Action Orders/Budget Adjustments, variance analyses, and bond records, have retention requirements of ten (10) years or more. The Police Department also maintains retention requirements for records such as accident, incident, graffiti, vandalism, and injury reports, which may have a two (2)-year retention period.

The City of Stockton's records retention and disposal practices are governed by applicable federal, state, and local requirements, including California Government Code Section 34090, which addresses the destruction or disposal of certain City records.

Records must be retained in accordance with applicable retention requirements. Premature destruction or disposal of records may create compliance, audit, operational, and legal risks for the City. Depending on the circumstances, the absence of records may also affect the City's ability to respond to public records requests, audits, investigations, litigation, or other official proceedings.

Proper records retention provides a consistent process for preserving records for the required period and supports the City's obligations for accountability, transparency, and legal compliance.

Present Situation

The City of Stockton has utilized document storage services provided by Pacific Storage Company for more than ten years. The City currently has more than 8,500 boxes of records stored at Pacific Storage Company's warehouses.

City staff estimate that retrieving the approximately 8,500 boxes would cost more than \$51,000, based on Pacific Storage Company's current charge of \$6 per box for retrieval from storage. Additional costs may apply for transportation, handling, and storage with another provider.

Due to the volume of records currently in storage, relocating the records to another storage provider would also require significant administrative coordination and tracking to ensure records are properly accounted for and maintained throughout the transition. A large-scale relocation could increase the risk of records being misplaced, damaged, or otherwise becoming difficult to locate, which could affect the City's ability to comply with applicable records retention requirements and respond to public records requests, audits, litigation, or other official needs.

Continuing to utilize the existing storage arrangement provides the City with continuity of service and avoids the immediate costs and administrative burden associated with relocating the City's existing records inventory.

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, the Council may approve findings supporting an exception to the competitive bidding requirements when applicable criteria are met. The following finding supports the proposed use of the County of Fresno Agreement:

1. The County of Fresno Agreement was competitively procured and provides a piggyback purchasing mechanism that allows participating public agencies to obtain goods and services under established terms and conditions.
2. Utilization of the County of Fresno Agreement is in the best interest of the City because the platform provides access to on-site and off-site confidential document shredding, information media destruction, and document storage services without requiring the City to conduct a separate competitive procurement process.
3. The County of Fresno Agreement provides an efficient and cost-effective means of obtaining the required document shredding, information media destruction, and storage services while maintaining continuity of service and avoiding the administrative costs and potential disruption associated with transitioning the City's existing records inventory to a new service provider.

Based on these findings, the proposed use of the County of Fresno Agreement is consistent with the City's procurement requirements and applicable piggyback purchasing authority.

FINANCIAL SUMMARY

The proposed agreement establishes a total not-to-exceed amount of \$350,000.00 over a two-and-one-half (2 1/2)-year term. Expenditures will be based on actual shredding, information media destruction, document retrieval, and storage needs and will be charged to the appropriate department accounts.

Current funding is available within department budgets. Future funding will be requested and appropriated through the City's annual department budget process.

Attachment A - Pacific Storage Piggyback Agreement



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	County of Fresno
2. Contractor:	Pacific Storage Company
3. Cooperative Agency Agreement Name and Agreement Number:	Agreement No. 24-104
4. Cooperative Agency Initial Agreement Term:	Start Date: March 12, 2024 End Date: March 11, 2027
5. Cooperative Agency's Agreement-Options to extend:	Two one-year extensions
6. Cooperative Agency Amended Term:	Renewal Date: March 12, 2027 End Date: March 11, 2029
7. Cooperative Agency Remaining Options to Renew:	
8. City of Stockton Cooperative Purchase Agreement Term:	Two one-year extensions Start Date: Execution Date End Date: March 11, 2027
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$350,000.00 or 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 ~~Agreement No. 24-104~~ ("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 **March 11, 2027** unless terminated earlier by the City.

If the County of Fresno extends the Cooperative Purchasing Agreement (COOP) with Contractor through a fully executed written amendment, the City may extend the term of this Agreement by written amendment, provided that the City's extended term does not exceed the expiration date of the COOP, as amended. The City has two (2) one-year renewal options available under this Agreement.

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 on-site and off-site confidential document shredding, information media destruction, and document storage 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 **\$350,000.00** for the purchase of on-site and off-site confidential document shredding, information media destruction, and document storage. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

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

Johnny Ford, City Manager

Date: _____

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Dan Larkin, Interim City Attorney

Print name

CONTRACTOR NAME.

By: Archie Strauman
Signature

Archie Strauman
Print name

Title: Manager

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____

EXHIBIT A
County of Fresno Agreement No. 24-104

Agreement No. 24-104

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated March 5, 2024 and is between Pacific Storage Company, a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County has need for countywide confidential document shredding and information media destruction services.

B. On November 29, 2023, the County issued a Request for Quotation (RFQ) No. 24-026 for confidential document shredding and information media destruction services. The RFQ closed on December 22, 2023, and the Contractor submitted the lowest overall bid for the requested services throughout the projected term. The RFQ and Contractor's Response to the RFQ are incorporated herein by reference.

C. The County desires to engage the Contractor to perform confidential document shredding and information media destruction services. The Contractor is qualified and willing to perform these services as described in this Agreement.

The parties therefore agree as follows:

Article 1**Contractor's Services**

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement.

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **Data Security.** The Contractor will follow present practices as outlined in Exhibit F.

1.5 **HIPPA Compliance.** The Contractor will follow present practices as outlined in Exhibit G.

1.6 **Hostage Situations.** The Contractor will follow present practices as outlined in Exhibit H.

1.7 **Background Check and ID Badges.** The Contractor will follow present practices as outlined in Exhibit I.

Article 2

County's Responsibilities

2.1 The County shall provide a County representative to represent the County and who will serve as a point of contact for the Contractor in the fulfillment of its duties under this Agreement with the County. The County Representative will be the County Internal Services Department's Facility Services Manager, and/or their designees. The Contractor shall provide a contact person to the County Representative upon execution of this Agreement.

2.2 The County shall provide the Contractor with a list of all of the County facilities to be serviced by the Contractor under this Agreement, which shall further specify the particular department and/or the division of the County to which the services for each such facility shall be billed.

2.3 The County shall provide the Contractor with the following information when requesting service:

(A) The Department, Division, and/or program name.

(B) Contact person and telephone number.

(C) Address of the location in need of container collection.

All of the aforementioned information will also be included in the Schedule of Services located in Exhibit E.

2.4 The County's departments shall place only confidential paper documents, such as criminal records, photographs, arrest reports, case histories, medical records, legal documents, etc. in the collection containers provided by the Contractor.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit B to this
5 Agreement.

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement for the first year is \$201,520. The maximum compensation payable to the
8 Contractor under this Agreement for the second year is \$131,940. The maximum compensation
9 payable to the Contractor under this Agreement for the third year is \$131,940. The total
10 maximum compensation payable to the Contractor in the initial three-year term is \$465,400. In
11 the event this Agreement is extended for its first optional one-year extension ("Year 4"), if any,
12 this maximum shall increase by \$149,988. Upon utilization of the final one-year extension ("Year
13 5"), if any, this maximum shall increase by an additional \$149,988. The total maximum
14 compensation payable to the Contractor under this Agreement is \$765,376 for the entire
15 potential five-year term as set forth in Exhibit B. In the event the total maximum compensation
16 amount for each year is not fully expended, the remaining unspent funding amounts shall roll
17 over to each subsequent term's established maximum compensation.

18 The Contractor acknowledges that the County is a local government entity, and does so with
19 notice that the County's powers are limited by the California Constitution and by State law, and
20 with notice that the Contractor may receive compensation under this Agreement only for
21 services performed according to the terms of this Agreement and while this Agreement is in
22 effect, and subject to the maximum amount payable under this section. The Contractor further
23 acknowledges that County employees have no authority to pay the Contractor except as
24 expressly provided in this Agreement.

25 3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided
26 agreement number, organization number, and the department that received services to the
27 County of Fresno, Internal Services Department, Attention: Business Office, 333 W. Pontiac
28 Way, Clovis, CA 93612, isdcontracts@fresnocountyca.gov. The Contractor shall submit each

invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on March 12, 2024 and terminates on March 11, 2027, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
 Director of Internal Services/Chief Information Officer
 County of Fresno
 333 W. Pontiac Way
 Clovis, CA 93612
isdcontracts@fresnocountyca.gov

For the Contractor: Manager

1 Dallin Woodruff
2 4315 W Santa Ana Ave
3 Fresno, CA 93722
4 dwoodruff@pacific-records.com

5 **5.2 Change of Contact Information.** Either party may change the information in section
6 5.1 by giving notice as provided in section 5.3.

7 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided
8 for or permitted under this Agreement must be in writing, state that it is a notice provided under
9 this Agreement, and be delivered either by personal service, by first-class United States mail, by
10 an overnight commercial courier service, or by Portable Document Format (PDF) document
11 attached to an email.

12 (A) A notice delivered by personal service is effective upon service to the recipient.

13 (B) A notice delivered by first-class United States mail is effective three County
14 business days after deposit in the United States mail, postage prepaid, addressed to the
15 recipient.

16 (C) A notice delivered by an overnight commercial courier service is effective one
17 County business day after deposit with the overnight commercial courier service,
18 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
19 the recipient.

20 (D) A notice delivered by PDF document attached to an email is effective when
21 transmission to the recipient is completed (but, if such transmission is completed outside
22 of County business hours, then such delivery is deemed to be effective at the next
23 beginning of a County business day), provided that the sender maintains a machine
24 record of the completed transmission.

25 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
26 nothing in this Agreement establishes, waives, or modifies any claims presentation
27 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
28 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the

Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of the Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in

its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.200) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or

control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 Applicability. This Article 11 applies if the Contractor is operating as a corporation or changes its status to operate as a corporation.

11.2 Duty to Disclose. If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 Definition. "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 Modification. Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed

by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. The Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.5 Construction. The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.6 Days. Unless otherwise specified, "days" means calendar days.

12.7 Headings. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.8 Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

12.9 Nondiscrimination. During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, 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, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

12.14 The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

1 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
2 equivalent to a valid original handwritten signature of the person signing this Agreement
3 for all purposes, including but not limited to evidentiary proof in any administrative or
4 judicial proceeding, and (2) has the same force and effect as the valid original
5 handwritten signature of that person.

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

9 (D) Each party using a digital signature represents that it has undertaken and
10 satisfied the requirements of Government Code section 16.5, subdivision (a),
11 paragraphs (1) through (5), and agrees that each other party may rely upon that
12 representation.

13 (E) This Agreement is not conditioned upon the parties conducting the transactions
14 under it by electronic means and either party may sign this Agreement with an original
15 handwritten signature.

16 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

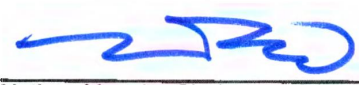
18 [SIGNATURE PAGE FOLLOWS]
19
20
21
22
23
24
25
26
27
28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Pacific Storage Company

COUNTY OF FRESNO

3
4
5 
6 Gregory J. Tudor, President/CEO
PO Box 334
Stockton, CA 95201


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 **Attest:**
8 Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: 
Deputy

11 For accounting use only:

12 Org No.: 8905
13 Account No.: 7295
14 Fund No.: 1020
15 Subclass No.: 10000
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

Upon a regular basis, as established and defined in the schedule table below, the Contractor will provide on-site and off-site confidential document shredding and information media destruction services.

The types of paper to be shredded include, but are not limited to:

- Computer paper
- Mixed paper (with ACCO fasteners, staples, paper clips, plastic, etc.)
- Confidential criminal and health records, including used, unwanted manila folders, crime photos, arrest reports, used ballots, election materials, and assorted paper forms.
- Photographs, checks, arrest reports, case histories, medical records, legal documents.
- Other paper types.

The types of information media to be destroyed include, but are limited to:

- Hard drives
- CD's/DVD's
- USB drives
- Zip disks
- Microfiche/microfilm
- Cell phones
- Pagers
- Tablets
- SSD's
- Building Entry Cards
- Employee ID Badges
- SD Cards
- Other Information media items

Exhibit B**Compensation**

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

YEAR	ANNUAL COST
YEAR 1: 03/12/2024-03/11/2025	\$131,940
YEAR 2: 03/12/2025-03/11/2026	\$131,940
YEAR 3: 03/12/2026-03/11/2027	\$131,940
YEAR 4: 03/12/2027-03/11/2028	\$149,988
YEAR 5: 03/12/2027-03/11/2028	\$149,988

Any services over the maximum 23,000 items per year will be subject to Pacific Storage Company's overage fee. After 20,000 paper items there will be a charge of \$10 per item. After 3,000 assorted media items there will be a charge of \$8 per item. A 10% buffer will be added to the first year of this contract to account for any potential overage cost and any unspent funding amounts shall roll over into each subsequent year's established compensation and shall only be utilized as needed for overage charges.

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit D

- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit F of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

Exhibit D

shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit D

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E

Schedule of Services

ORG	Department - Division	Address	Schedule	C	64g	96g
0120	Administrative Office	2281 Tulare St. Rm. 304 Fresno, CA 93721	Biweekly		1	
3430	Adult Probation - Winery	2212 N. Winery #101 Fresno, CA 93727	Weekly		5	
4010	Agriculture – Maple (1720)	1720 S. Maple Ave. Fresno, CA 93702	Monthly		2	
4010	Agriculture – Maple (1730)	1730 S Maple Ave. Fresno, CA 93702	Monthly		2	
0420	Assessor's Office	2281 Tulare St. Rm 201 Fresno, CA 93721	Weekly		4	
0410	Auditor's #104	2281 Tulare St. Rm 104 Fresno, CA 93721	Biweekly		1	
0410	Auditor's #102	2281 Tulare St. Rm 102 Fresno, CA 93721	Weekly		1	
0410	Auditor's #105	2281 Tulare St. Rm 105 Fresno, CA 93721	Weekly		3	
0410	Auditor's Basement #5	2281 Tulare St. Rm 5 Fresno, CA 93721	Weekly		1	
0410	Auditor's Basement #8	2281 Tulare St. Rm 8 Fresno, CA 93721	Weekly		1	
3111	Children's Mental Health	3333 E American Ave. Bldg 702 Fresno, CA 93725	Monthly		1	
3111	Sheriff's Office	3150 E Jefferson Ave. Fresno, CA 93725	Every 8 Weeks		2	
3111	Sheriff Public Admin	3333 E. American Bldg 702 Fresno, CA 93725	Biweekly		2	
2850	County Clerk - Records MGMT	4525 E. Hamilton Fresno, CA 93721	Biweekly		4	
0710	County Counsel	2220 Tulare St. 5th FL Fresno, CA 93721	Weekly		4	
5630	Behavioral Health - CMH Outpatient	3133 N. Millbrook Ave. Fresno, CA 93703	Weekly		3	
5630	Behavioral Health - Finance & IT	4417 E. Inyo, Modular B Fresno, CA 93702	Every 8 Weeks		4	
5630	Behavioral Health - Perinatal Program	142 E. California Ave. Rm 310 Fresno, CA 93706	Biweekly		1	
5630	Behavioral Health - Public Guardian Office	4460 E. Huntington Ave Fresno, CA 93706	Weekly		1	
5630	Behavioral Health - Substance Use	4411 E. Kings Canyon Bldg. 319 Fresno, CA 93702	Biweekly		1	
5110	Child Support Services - Family Support	2220 Tulare St (Multiple Floors) Fresno CA, 93721	Weekly		12	
5610	Social Services - Coalinga	311 Coalinga Plaza Coalinga, CA 93210	Monthly	1	3	3
5610	Social Services Kerman	15180 W. Whitesbridge Kerman, CA 93630	Monthly	1	4	
5610	Social Services - Modular D	4452 E. Kings Canyon Fresno, CA 93702	Monthly		2	

Exhibit E

5610	Social Services - Pelco Admin	205 Pontiac Way Clovis, CA 93612	Weekly			26
5610	Social Services - Reedley Regional Center	1680 East Manning Reedley, CA 93654	Biweekly		1	6
5610	Social Services - Selma SouthEast Reg Center	3830 McCall Ave Selma, CA 93662	Monthly	1	7	
5610	Social Services - Sunnyside	5693 E. Kings Canyon Fresno, CA 93727	Weekly	1	9	
5610	Social Services - VSO	1320 E. Shaw Ave.#105 Fresno, CA 93710	Weekly		1	
5610	Social Services - W Fresno Reg Center	142 E. California Ave. Fresno, CA 93706	Weekly		6	
2860	District Attorney (Juvenile Dept)	3333 E. American Bldg. 701 Ste F Fresno, CA 93725	Biweekly		2	
2850	Elections	2221 Kern St Fresno, CA 93721	Biweekly		1	
8935	Facilities Services	4590 E. Kings Canyon Bldg. 348 Fresno, CA 93721	Monthly		1	
5610	DSS Adult Services - P.A.C.T.	4441 East Kings Canyon Fresno, CA 93702	Weekly		7	
8905	Information Tech (Pontiac)	333 W. Pontiac Way Clovis, CA 93612	Monthly		6	
8970	Internal Services Security	2220 Tulare St. Plaza Level Fresno, CA 93721	Weekly		1	
8845	Jail	1225 M St. Fresno, CA 93721	Weekly		1	
8830	Juvenile Justice Campus Bldg 704	3333 E. American Ave. Bldg. 704 Fresno, CA 93725	Monthly		2	
8830	Juvenile Probation	3333 E. American Bldg. 701 Fresno, CA 93725	Weekly		7	
1010	Personnel - Admin	2220 Tulare St 16th FL Fresno, CA 93721	Monthly		1	
1010	Personnel - Employee Benefits	2220 Tulare St 14th FL Fresno, CA 93721	Biweekly		2	
1010	Personnel - Employee Services	2220 Tulare St 14th FL Fresno, CA 93721	Weekly		1	
1010	Personnel - Risk Management	2220 Tulare St 16th FL Fresno, CA 93721	Monthly		1	
3430	Probation (AB 109)	2171 N. Fine Ave. Fresno, CA 93727	Biweekly		4	
3430	Probation (Drug Suppression Unit)	2212 N. Winery Ste. 122 Fresno, CA 93703	Biweekly		3	
3430	Probation (Fine)	2048 N. Fine Ave. Fresno, CA 93727	Weekly		4	
3430	Probation (Superior Court Investigations)	2135 Fresno St, Suite 404 Fresno, CA 93721	Weekly		2	
3430	Probation (Yale)	4939 E. Yale Fresno, CA 93702	Biweekly	1		
2880	Public Defender - American	3333 E. American Ave. Bldg. 701 Rm 134-E Fresno, CA 93725	Every 3 Weeks		1	

Exhibit E

5620	Public Health - Admin	1221 Fulton Mall, Rm 626 Fresno, CA 93721	Biweekly		1	
5620	Public Health - California Children's Services	1221 Fulton Mall. 2nd Floor Fresno, CA 93721	Weekly		3	
5620	Public Health - CCS/Ginsburg Medical Therapy	67 E. Ashlan Ave. Fresno, CA 93704	As-needed		1	
5620	Public Health - Clovis Medical Therapy Unit	1345 N. Peach Ave. Clovis, CA 93619	Monthly	1		
5620	Public Health - CMS Storey MTU	2444 S. Peach Ave. Fresno, CA 93725	Monthly		1	
5620	Public Health - Communicable Diseases - Epidemiology	1221 Fulton Mall. Rm 291 Fresno, CA 93721	Biweekly		1	
5620	Public Health - Communicable Health TB Control	1221 Fulton Mall, Rm 160 Fresno, CA 93721	Biweekly		1	
5620	Public Health - Community Health - SCIP/CLASP/DIS	1221 Fulton Mall Rm 1st Floor Fresno, CA 93721	Biweekly		1	
5620	Public Health - Emergency Medical Services (EMS)	1221 Fulton Mall, 5th Floor Fresno, CA 93721	Monthly		1	
5620	Public Health - Environmental Health Systems	1221 Fulton Man, 3rd Floor Fresno, CA 93721	Biweekly		2	
5620	Public Health - EPI Triage	1221 Fulton Mall, 2nd floor, Rm 267 Fresno, CA 93721	Monthly		1	
5620	Public Health - Health Dept (CDPH)	1221 Fulton, Rm. 270 Fresno, CA 93721	Weekly		2	
5620	Public Health - Lab	4525 E. Hamilton Ave, 2nd Floor Fresno, CA 93702	Monthly	2		
5620	Public Health - Nursing	1221 Fulton Mall, 4th Floor Fresno, CA 93721	Biweekly		1	
5620	Public Health - West Fresno Nursing Center	142 E. California Ave. Fresno, CA 93706	Weekly	1		
5620	Public Health - Nursing Outreach Immunizations	1221 Fulton Mall, 1st Floor Fresno, CA 93721	Biweekly		1	
5620	Public Health - OPPC	1221 Fulton Mall, Rm 360 Fresno, CA 93721	Biweekly		1	
5620	Public Health - Vital Statistics	1221 Fulton Mall Rm 128 Fresno, CA 93721	Every other Wednesday		1	
4360	Public Works - Construction Division Materials Lab	4553 E. Hamilton Fresno, CA 93702	Monthly		1	
4360	Public Works - Roads & Maintenance	2220 Tulare St. Ste B Fresno, CA 93721	Weekly		2	
4360	Public Works - Community Development	2220 Tulare St. 8th Floor Fresno, CA 93721	Biweekly		1	
4360	Public Works - Development Services Ste A	2220 Tulare St. Suite A Fresno, CA 93721	Weekly	3	3	
4360	Public Works - Development Services Ste B	2220 Tulare St. Suite B Fresno, CA 93721	Weekly	2		
1048	Recorder's Office	2281 Tulare St. Rm 302 Fresno, CA 93721	Biweekly		1	
9200	Retirement	7772 N. Palm Ave. Fresno, CA 93711	Weekly		2	
3111	Sheriff's Dept - Area 3 Substation	1055 S. Golden State Blvd.	Monthly		2	

Exhibit E

		Selma, CA 93662			
3111	Sheriff's Dept - Area 2 Substation	1129 N Armstrong Ave Fresno, CA 93727	Monthly		2
3111	Sheriff's Dept - Court Services (O st)	1130 O St Basement Fresno, CA 93721	Biweekly		1
3111	Sheriff's Dept - Court Services (Van Ness)	1100 Van Ness Avenue, Lobby Office Fresno, CA 93721	Monthly		1
3111	Sheriff's Dept - Detention Admin	1225 M St - 2nd Fl Fresno, CA 93721	Weekly		1
3111	Sheriff's Dept - Detention Facility	1225 M St - 1st Fl Fresno, CA 93721	Weekly		1
3111	Sheriff's Dept - Grove	2590 N. Grove Industrial Dr. Fresno, CA 93727	Monthly		2
3111	Sheriff's Dept - H.E.A.T.	5849 E. Clinton Ave. Fresno, CA 93727	Monthly		1
3111	Sheriff's Dept - Internal Affairs	2200 Fresno St. 2nd Fl Rm #239 Fresno, CA 93721	Biweekly		2
3111	Sheriff's Dept - M.A.G.E.C.	2510 S. East Ave. #400 Fresno, CA 93706	Weekly		1
3111	Sheriff's Dept - San Joaquin	21925 W. Manning San Joaquin, CA 93660	Every 12 Weeks		2
3111	Sheriff's Dept - Satellite Jail	110 M St Fresno, CA 93721	Monthly		1
3111	Sheriff's Dept - Training Unit	1256 Divisadero Fresno, CA 93721	Monthly		2
3111	Sheriff's Dept - Records	2200 Fresno St 1st Floor Fresno, CA 93721	Biweekly		2
3430	Victim Witness	2220 Tulare St., Suite 1111 (11th Fl) Fresno, CA 93721	Biweekly		2
7511	Fresno County Library	2420 Mariposa St Fresno, CA 93703	Monthly		5
3111	Sheriff's Office	770 E. Shaw Ave Suite 300 Fresno, CA 93710	Weekly		2
5630	Behavioral Health	1925 E. Dakota Ave Fresno, CA 93726	Weekly		8
5630	Mental Health - TAY	2719 N Air Fresno Drive Fresno, CA 93727	Weekly		1
5610	Social Services - Heritage Center - 1st FL	3151 N Millbrook 1st Floor Fresno, CA 93703	Weekly		3
5610	Social Services - Heritage Center - 2nd FL	3151 N Millbrook 2nd Floor Fresno, CA 93703	Biweekly		2
8830	Juvenile Justice Campus Bldg 703	3333 E. American Ave Bldg 703 Fresno, CA 93725	Biweekly		2
8830	Juvenile Justice Campus Bldg 702	3333 E. American Ave Fresno, CA 93725	Every 8 Weeks		2
8830	Internal Services Department- Graphic Communication Services Division	844 Van Ness Avenue Fresno, CA 93721	Monthly		2
3111	Sheriff's Dept.- Communication Dispatch	2200 Fresno St Basement Fresno, CA 93721	Biweekly		2
3111	Sheriff's Department - Auberry	33155 Auberry Road Auberry, CA 93602	Every 12 Weeks		2

Exhibit E

2860	District Attorney/Crocker Building	2135 Fresno St, 2nd Floor Fresno, CA 93721	Weekly		8	
5630	Behavioral Health/1925 1st flr	1925 E Dakota Fresno, CA 93726	Monthly		1	
3430	Fresno County Adult Probation	2135 Fresno St Fresno, CA 93721	Weekly	1		
5610	Social Services - Clovis Bldg 1	3500 Never Forget Lane Clovis, CA 93612	Weekly	2	35	
5620	Dept. Public Health - EMS Education Center	770 E Shaw Ave, Suite 109 Fresno, CA 93710	Monthly		1	
5610	Social Services 250 Pontiac	250 W Pontiac Way Clovis, CA 93612	Weekly		20	
2860	Fresno County DA Floors 1-6	2100 Tulare St Fresno, CA 93721	Weekly		8	
4360	Fresno County - Dept Public Works & Planning	2220 Tulare St, 6th FL Fresno, CA 93721	Biweekly		4	
5630	Behavioral Health/4447 - Mod E	4447 E Kings Canyon Fresno, CA 93702	Monthly		1	
5620	Fresno Co - Animal Shelter	1510 W Dan Ronquillo Dr, #1 Fresno, CA 93706	Monthly		1	
5610	DSS - Building 5	380 W Ashlan Clovis, CA 93612	Weekly		25	
3430	JJC Warehouse	3333 E American Ave, Bldg 712 Fresno, CA 93725	Monthly		1	
8910	ISD-Fleet Services	4551 E Hamilton Ave Fresno, CA 93702	Monthly		2	

Exhibit F

Data Security

A. Definitions.

Capitalized terms used in this Exhibit F have the meanings set forth in this section A.

“Authorized Employees” means the Contractor’s employees who have access to Personal Information.

“Authorized Persons” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit F.

“Director” means the County’s Director of Internal Services/Chief Information Officer or his or her designee.

“Disclose” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

“Person” means any natural person, corporation, partnership, limited liability company, firm, or association.

“Personal Information” means any and all information, including any data provided, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3,

Exhibit F

subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

“Privacy Practices Complaint” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit F.

“Security Safeguards” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit F.

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

“Use” or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

B. Standard of Care.

(1) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(2) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized

Exhibit F

Person's, Use of that Personal Information.

(3) The Contractor agrees and covenants in favor of the County that the Contractor shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this Subsection B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit F; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

C. Information Security.

(1) The Contractor covenants, represents and warrants to the County that the Contractor's

Exhibit F

Use of Personal Information under this Agreement does and shall at all times comply with all federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit, or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor's obligations under subsection C.(1) of this Exhibit F, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement; (ii) ensuring that all of the Contractor's connectivity to the County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director; (iii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor's business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, to protect (1) the Personal Information

Exhibit F

from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director; (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director); (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit F. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

Exhibit F

(6) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County 24 hours per day, seven days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

D. Security Breach Procedures.

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 /incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D.(1) of this Exhibit F, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation: (i) assisting the County in conducting any investigation; (ii) providing the County with physical access to the facilities and operations affected; (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County. To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30

Exhibit F

days after the Contractor's discovery of the Security Breach.

(3) The County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit F, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D.(5) of this Exhibit F to the extent applicable: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed 30 days; and (3) the cost of any measures required under applicable laws.

E. Oversight of Security Compliance.

(1) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this

Exhibit F

Exhibit F, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit F.

(3) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit F. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

F. Return or Destruction of Personal Information.

Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit F, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor

Exhibit F

shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit F to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor's obligations under this section F survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

G. Equitable Relief.

The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit F may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

H. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorney's fees and costs, the cost of enforcing any right to indemnification or defense under the Agreement

Exhibit F

and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit F or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section H. The provisions of this section H do not apply to the acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnity under this Agreement. The provisions of this section H shall survive the termination of this Agreement.

I. Survival.

The respective rights and obligations of the Contractor and the County as stated in this Exhibit F shall survive the termination of this Agreement.

J. No Third Party Beneficiary.

Nothing express or implied in the provisions of in this Exhibit F is intended to confer, nor shall anything herein confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

L. No County Warranty.

The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

Exhibit G

Health Insurance Portability and Accountability Act (HIPAA)

1. The County is a “Covered Entity,” and the Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the Contractor will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164. The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, the Contractor, as a business associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the Contractor.

2. The Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. The Contractor shall not use such identifying information or genetic information for any purpose other than carrying out the Contractor’s obligations under this Agreement.

3. The Contractor, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services (“Secretary”), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, the Contractor shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

5. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family

Exhibit G

members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

6. The Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if the Contractor cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

The Contractor shall make any amendment(s) to PHI in a designated record set at the request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

The Contractor shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

7. The Contractor shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which the Contractor becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County's Information Security Officer and Privacy Officer and the County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. The Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County's Information Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno	County of Fresno	County of Fresno
Department of Public Health	Department of Public Health	Department of Internal
HIPAA Representative	Privacy Officer	Services
(559) 600-6439	(559) 600-6405	Information Security Officer
P.O. Box 11867	P.O. Box 11867	(559) 600-5800
Fresno, California 93775	Fresno, California 93775	2048 North Fine Street
		Fresno, California 93727

8. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the

Exhibit G

Contractor on behalf of the County, in compliance with Parts the HIPAA Rules. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, available to the Secretary upon demand.

The Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the Contractor's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the Contractor and in possession of a subcontractor of the Contractor, the Contractor must certify to the Secretary its efforts to obtain the information from the subcontractor.

9. Safeguards

The Contractor shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. The Contractor shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Upon the County's request, the Contractor shall provide the County with information concerning such safeguards.

The Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

- A. Passwords must **not** be:
 - (1) Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - (2) A dictionary word; or
 - (3) Stored in clear text
- B. Passwords must be:
 - (1) Eight (8) characters or more in length;
 - (2) Changed every ninety (90) days;
 - (3) Changed immediately if revealed or compromised; and
 - (4) Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a) Upper case letters (A-Z);
 - b) Lowercase letters (a-z);
 - c) Arabic numerals (0 through 9); and
 - d) Non-alphanumeric characters (punctuation symbols).

Exhibit G

The Contractor shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software vendor security patches.

The Contractor shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. The Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. The Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

10. Mitigation of Harmful Effects

The Contractor shall mitigate, to the extent practicable, any harmful effect that is suspected or known to the Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by the Contractor or its subcontractors in violation of the requirements of these provisions. The Contractor must document suspected or known harmful effects and the outcome.

11. The Contractor's Subcontractors

The Contractor shall ensure that any of its contractors, including subcontractors, if applicable, to whom the Contractor provides PHI received from or created or received by the Contractor on behalf of the County, agree to the same restrictions, safeguards, and conditions that apply to the Contractor with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section 11 or this Exhibit G authorizes the Contractor to perform services under this Agreement using subcontractors.

12. Employee Training and Discipline

The Contractor shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of the County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by the Contractor, the County will either:

- A. Provide an opportunity for the Contractor to cure the breach or end the violation, and the County may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County; or

Exhibit G

B. Immediately terminate this Agreement if the Contractor has breached a material term of this Exhibit G and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

14. **Judicial or Administrative Proceedings**

The County may terminate this Agreement if: (1) the Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which the Contractor is a party that the Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

15. **Effect of Termination**

Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all PHI received from the County (or created or received by the Contractor on behalf of the County) that the Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, the Contractor shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of the Contractor. If the Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to the County by the Contractor.

16. **Compliance with Other Laws**

12.17 To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, the Contractor agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

17. **Disclaimer**

The County makes no warranty or representation that compliance by the Contractor with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.

18. **Amendment**

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit G may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. The County may terminate this Agreement upon thirty (30) days written notice in the event that the Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the

Exhibit G

HITECH Act.

19. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this Exhibit G is intended to confer, and nothing in this Exhibit G does confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

20. Interpretation

The provisions of this Exhibit G shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

21. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

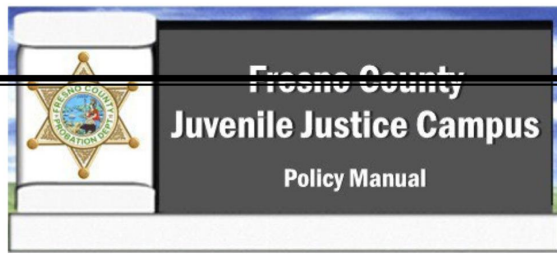
22. Survival

The respective rights and obligations of the Contractor as stated in this Exhibit G survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

Change, waiver or discharge by the County of any liability or obligation of the Contractor under this Exhibit G on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

Exhibit H

**Subject: Hostage Situations****Policy Number: 326.0****Page: 1 of 2****Date Originated: April 1, 2004****Date Revised: February 1, 2008****Authority: Title 15; Section 1327;****California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
 1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
 1. The number and identity of both the hostages and hostage takers;

Exhibit H**Subject: Hostage Situation
Policy #: 326.0**

2. Any known weapons possessed by the hostage takers;
 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to ensure that such an incident does not repeat itself.

Exhibit I

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represents a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
3. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
4. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

REV 2026-03-31

Exhibit B:
Insurance Requirements
(Services)

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 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, 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.

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.

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. Coverage can be

REV 2026-03-31

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 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 12 19 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. 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 and provide a copy to the City of Stockton, but this provision applies regardless of whether or not an endorsement has been issued.

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. This provision applies regardless of whether or not an endorsement has been issued.

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 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.

REV 2026-03-31

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 (Does Not Apply to Commercial General Liability)

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 documents 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
 Its Officers, Officials, Employees, and Volunteers
 501 W Weber Avenue
 Building 1, 4th Floor
 Stockton, CA 95203

Pacific Storage Company
Exhibit C

Storage (per item)	Cost Range 2026	Est. Cost Range 2027	Est. Cost Range 2028	Est. Cost Range 2029
Check Cases	0.65	0.67	0.69	0.71
Container	0.68	0.70	0.72	0.74
File Cabinet	12.40	12.80	13.20	13.60
Flat Drawing Carton	1.30	1.32	1.34	1.36
Legal Transfer Case	1.94	1.96	1.98	2.00
Letter Transfer Case	1.60	1.64	1.68	1.72
Plan Sack	0.65	0.67	0.69	0.71
Record Storage Cartons	0.68	0.70	0.72	0.74
Shelf	6.20	6.40	6.60	6.80
Standard Records Container	0.68	0.70	0.72	0.74
Vault 1	10.33	10.36	10.39	10.42
X-Ray Cartons	0.75	0.77	0.79	0.81
Pick-up/Retrieval/Delivery Fees				

On-Site Shred Containers	Cost Range 2026	Est. Cost Range 2027	Est. Cost Range 2028	Est. Cost Range 2029
36 in.	35.00-45.00	38.00-48.00	39.00-49.00	40.00-50.00
64 gal.	50.00	53.00	54.00	55.00
24 in.	15.00-46.00	18.00-49.00	19.00-50.00	20.00-51.00
96 gal	27.00	53.00	57.00	63.00
Minimum Pick-up Fee (Difference Charged)	63.00	65.00	67.00	69.00

Surcharge (Based on time and mileage to container location)	Wait time is billed at \$35.00 an hour in 15 increments
---	---

On-Site Shred Event
Extra material \$10.00 per standard carton onsite

Off-Site Shred
Extra material \$8.00 per standard carton offsite

Material Destruction
Extra material \$8.00 per standard carton offsite
Extra material \$10.00 per standard carton onsite



City of Stockton

Legislation Text

File #: 26-1024, **Version:** 1

APPROVE FINDINGS AND ADOPT A RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 2 WITH GATEWAY PACIFIC CONTRACTORS, INC. FOR IMPROVED SOURCE CAPACITY AND EFFICIENCY OF THE GROUNDWATER RECHARGE 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. Authorize Contract Change Order No. 2 with Gateway Pacific Contractors, Inc. (Gateway Pacific), in the amount of \$2,336,169, to increase the capacity and efficiency of the groundwater recharge project, for a total contract amount not to exceed \$19,533,982.

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) Water Utility operates the Delta Water Treatment Plant, which supplies drinking water to Stockton's northern and southern regions. The central region is served by California Water Service Company and San Joaquin County. Since beginning operation in May 2012, the Delta Water Treatment Plant has delivered up to 30 million gallons per day of treated surface water from the San Joaquin Delta and Mokelumne River.

The Delta Water Treatment Plant was also designed to protect the groundwater basin through conjunctive water management and to strengthen the City's water supply reliability. New groundwater recharge basins adjacent to the plant will expand this capacity by allowing the City to directly recharge the basin using water from Water Right Permit 21176, contract supplies from the Woodbridge Irrigation District, and potentially stormwater from the City of Lodi. Recharged water can be stored and pumped during dry years or droughts, helping stabilize groundwater levels in the critically over-drafted Eastern San Joaquin Groundwater Subbasin and supporting the region's compliance with the Sustainable Groundwater Management Act.

If approved by the City Council, this action will authorize Contract Change Order No. 2 (CCO No.2) with Gateway Pacific (Exhibit 1 to the Resolution), in the amount of \$2,336,169, for a total contract not-to-exceed amount of \$19,533,982.

DISCUSSION

Background

In November 2005, the City Council certified the Delta Water Supply Project (DWSP) Environmental Impact Report (EIR) (State Clearinghouse No. 2003112060), which evaluated environmental impacts associated with future groundwater recharge basins at the Delta Water Treatment Plant (DWTP).

In 2012, MUD commissioned the DWSP, a major component of the City's conjunctive use program and an important tool for stabilizing groundwater levels in the Eastern San Joaquin Groundwater Subbasin. The DWSP now delivers surface water to nearly 200,000 customers in north Stockton through a river diversion and pumping station that conveys water to the DWTP along Lower Sacramento Road.

The proposed groundwater recharge project covers approximately 130 acres, with a construction footprint of about 70 acres. Its infrastructure will divert surplus surface water from the Delta and the Mokelumne River to replenish the local groundwater basin.

In 2023, Geosyntec Consultants completed a feasibility study confirming that soil conditions at the DWTP site are suitable for groundwater infiltration. Based on these findings, MUD initiated procurement of design, permitting, CEQA compliance, and construction services for the recharge basins.

On September 10, 2024, through Resolution 2024-09-10-1207, the City Council awarded a design-build contract to Gateway Pacific to construct three recharge basins, associated dry wells, access roads, SCADA integration, underground piping, automatic modulating valves, flow meters, and operational and maintenance programs.

This project advances the Eastern San Joaquin Subbasin Groundwater Sustainability Plan (GSP) and supports compliance with the Sustainable Groundwater Management Act (SGMA) by addressing critical overdraft conditions and improving long-term groundwater reliability.

On August 12, 2025, by Resolution 2025-08-12-1215-01, the City Council approved an Addendum to the 2005 DWSP EIR, awarded a construction management contract to Infrerra Construction Management Group, Inc., and authorized Contract Change Order No. 1 to Gateway Pacific, increasing the project's estimated recharge capacity from roughly 11,000 acre-feet per year to nearly 20,000 acre-feet per year.

Present Situation

Design modifications to the original design-build contract with Gateway Pacific are needed to expand the project's operational capacity and improve site functionality. The updates will increase the amount of water available from the Woodbridge Irrigation District, add a park water system to support sanitation needs, install an additional variable frequency drive - an electronic device that controls motor speed and energy use by adjusting the frequency and voltage supplied to the pump motor - on the DWTP's treated water pumps, and add all-season service roads along the basin levees to ensure reliable access for operations and maintenance. In August of 2025, it was not clear these updates would be necessary, but now staff has determined that without them the DWSP will not meet its recharge goals or operate as envisioned.

Environmental Clearance

CEQA Guidelines Section 15164 allows for an addendum to a certified EIR if changes to the project do not result in new significant environmental effects or substantially more severe impacts. The proposed Groundwater Recharge Basins Project:

- Does not involve new or expanded project elements outside the scope analyzed in the 2005 DWSP EIR.
- Does not trigger any new significant impacts not previously disclosed.
- Remains consistent with the original project objectives and environmental mitigation framework.

An Addendum to the certified 2005 DWSP EIR satisfies environmental requirements for this project. The addendum was approved by the City Council on August 12, 2025.

Findings

Pursuant to Stockton Municipal Code section 3.68.070, the City Council may approve findings that support and justify an exception to the competitive bidding process. The following findings support and justify an exception:

1. The existing contract between Gateway Pacific and the City was negotiated following an evaluation of competitive proposals in accordance with SMC section 3.68.070.A.3.
2. Gateway Pacific possesses unique familiarity with the Groundwater Recharge Project and the Delta Water Treatment Plant site, project design, and operational requirements, and is therefore best positioned to efficiently implement the necessary design modifications and improvements without duplicating work, increasing project costs, or delaying construction.

Staff recommends that the City Council adopt the proposed resolution authorizing Contract Change Order No. 2 with Gateway Pacific in the amount of \$2,336,169 to increase the capacity and efficiency of the groundwater recharge project, for a total contract amount not to exceed \$19,533,982.

FINANCIAL SUMMARY

There are sufficient funds available in the Water Capital Improvement Projects Fund under Project Number UH21005 to cover the costs associated with approving CCO No. 2 to Gateway Pacific in the amount of \$2,336,169 for a total contract not-to-exceed amount of \$19,533,982.

The City has secured three separate grant awards to support this project:

- Sustainable Groundwater Management Act Round 1 Grant - \$300,000, fully received in FY 2024.
- Integrated Regional Water Management Grant - \$1,893,769, with \$1,095,424.70 received across fiscal years 2026 and 2027.
- WaterSMART Grant - \$400,000, fully received between fiscal years 2025 and 2026.

This action has no impact on the General Fund or any other unrestricted funds.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 2 FOR \$2,336,169 WITH GATEWAY PACIFIC CONTRACTORS, INC. FOR IMPROVED SOURCE CAPACITY AND EFFICIENCY OF THE GROUNDWATER RECHARGE PROJECT

In 2012, the Municipal Utilities Department (MUD) dedicated the Delta Water Supply Project (DWSP) to provide a supplemental surface water supply to the City of Stockton and protect the groundwater basin through conjunctive management; and

A groundwater recharge project will make use of available water under the City's Water Right Permit 21176, contract supply from Woodbridge Irrigation District, and potentially other water sources; and

On September 10, 2024, the City awarded a design-build contract to Gateway Pacific Contractors, Inc. to design and construct the recharge basins; and

On August 12, 2025, the City Council approved Contract Change Order No. 1 to Gateway Pacific Contractors, Inc. for design enhancements to the groundwater recharge basins to improve operational flexibility, reliability, and overall recharge capacity; and

Design modifications to the original design-build contract with Gateway Pacific are necessary to increase the amount of water available from the Woodbridge Irrigation District, add a park water system to support sanitation needs, and install an additional variable frequency drive on the DWTP's treated water pumps; and

The modifications also add building all-season service roads along the basin levees to ensure reliable access for operations and maintenance; and

Staff recommend the approval of Contract Change Order No. 2 with Gateway Pacific Contractors, Inc, in the amount of \$2,336,169, for a total not to exceed \$19,533,982; now, therefore,

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

1. The City Council 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. The existing contract between Gateway Pacific and the City was negotiated following an evaluation of competitive proposals.

- b. Considering the size and complexity of the Groundwater Recharge Project, the City does not have the technical expertise to monitor it and ensure compliance in a cost-effective and timely manner.
 - c. Gateway Pacific possesses unique familiarity with the Delta Water Treatment Plant site, project design, and operational requirements, and is therefore best positioned to efficiently implement the necessary design modifications and improvements without duplicating work, increasing project costs, or delaying construction.
 - d. The success of the project will depend on the credibility the professional develops with the staff and the ability of the professional to develop a working relationship with the City.
- 2. Contract Change Order No. 2 with Gateway Pacific Contractors, Inc, for \$2,336,169, 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 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 October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton

**CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT**

Agreement Number:	Amendment Number:
425000193	2

This Amendment Number 2 to the above referenced Agreement is entered into on October 1, 2026: between the City of Stockton ("City") and Gateway Pacific Contractors, 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

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 \$2,336,169 to pay for the Contractor to increase the capacity and efficiency of the groundwater recharge project and to enhance the maintenance of the recharge ponds and install additional Variable Frequency Drives on the Treated Water Pumps in accordance with Attachment A; and

Now therefore, the City and the Contractor mutually agree as follows:

The Maximum not to exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, is amended to \$19,533,982.

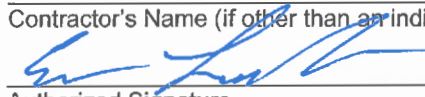
All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Gateway Pacific Contractors, Inc.,

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):


Authorized Signature
Evan Lundin, President


Date

8/18/2026

Printed Name and Title of Person Signing
8055 Freeport Blvd. Sacramento, CA 95832

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Donald A. Larkin, Interim City Attorney

BY:



City of Stockton

Legislation Text

File #: 26-1079, **Version:** 1

ORDINANCE AMENDING STOCKTON MUNICIPAL CODE, TITLE 10, CHAPTER 10.04, SECTION 10.04.600, "USE OF STREET FOR STORAGE OF VEHICLES PROHIBITED" TO CLARIFY WHEN A VEHICLE IS DEEMED TO HAVE BEEN PARKED OR LEFT STANDING FOR 72 OR MORE CONSECUTIVE HOURS

RECOMMENDATION

It is recommended that the City Council:

1. Adopt an ordinance amending Stockton Municipal Code (SMC) Title 10, Chapter 10.04, Section 10.04.600 to clarify that a vehicle may not be parked or left standing upon a street or alley for 72 or more consecutive hours and establishing an objective standard for determining whether a vehicle has been moved during the applicable 72-hour period; and
2. Authorize the City Manager, or designee, to take all appropriate and necessary actions to carry out the purpose and intent of the ordinance.

Summary

The proposed amendment would clarify SMC Section 10.04.600, which currently prohibits a person who owns or has possession, custody, or control of a vehicle from parking the vehicle upon a street or alley for more than 72 consecutive hours. The current provision does not establish a specific standard for determining whether a vehicle has been moved sufficiently to restart the 72-hour period.

The proposed amendment would establish a clear and objective standard by providing that a vehicle will be considered to have remained parked or left standing for 72 or more consecutive hours if it has remained inoperable or has not been moved at least 300 feet from its previous stopping point during the applicable 72-hour period. The amendment is intended to provide greater clarity and consistency in enforcement and to address circumstances in which a vehicle is moved only a minimal distance and then left in substantially the same location.

DISCUSSION

Background

SMC Section 10.04.600 currently lacks a clear standard for what constitutes sufficient vehicle movement to restart the 72-hour parking limit. Consequently, owners can technically comply by moving a vehicle only a few inches, leaving underlying neighborhood conditions unchanged. This nominal adjustment fails to address community concerns associated with long-term vehicle storage, including neighborhood blight, illegal dumping, and the abandonment of property or boats that contribute to a perception of deterioration. Additionally, extended vehicle storage consumes limited

street parking needed by residents, local businesses, and customers, while occasionally creating visual barriers for unlawful activity.

Furthermore, the lack of clarity creates significant enforcement and legal uncertainty. Minimal movement makes it difficult for personnel to document or disprove compliance after the fact, increasing the risk of disputes, towing challenges, and potential litigation. The proposed amendment aims to resolve these issues by clarifying the movement requirement and establishing a meaningful standard for resetting the 72-hour period. By ensuring that vehicle relocation represents an actual change in location, the update provides consistent enforcement, reduces compliance disputes, and better addresses recurring resident complaints regarding long-term vehicle storage and blight.

At the March 16, 2026, Legislation/Environmental Committee Meeting, Staff outlined the procedural limits of the existing 72-hour parking restriction, noting that enforcement mechanisms are often slow to resolve persistent neighborhood complaints about inoperable or abandoned vehicles in the public right-of-way. The presentation also focused on clarifying the legal definition of "public streets" and establishing precise guidelines to prevent the obstruction of city rights-of-way by both commercial entities and private residents. The Committee approved the changes and directed staff to present the updated SMC amendment to the City Council at a future meeting.

Present Situation

SMC Section 10.04.600, titled "Use of Streets for Storage of Vehicles Prohibited," prohibits using any portion of a public street or public place to store a vehicle. The purpose of the ordinance is to address vehicles that are not being used for ordinary transportation and prevent streets from serving as long-term storage areas rather than as spaces for travel, temporary parking, and public access.

The ordinance is part of Stockton's traffic regulations and supports the City's ability to address vehicles left on public streets in a manner that obstructs access, contributes to neighborhood deterioration, or creates public-safety and sanitation concerns. The provision is distinct from general parking regulations because it focuses on storage, including vehicles that remain stationary for extended periods or are otherwise being kept on the street rather than actively used for transportation. The current ordinance does not specify what constitutes a mechanism in determining whether a vehicle is being parked or left standing for the purpose of long-term storage rather than ordinary transportation.

FINANCIAL SUMMARY

Adoption of the amendment of the existing code is not expected to have a negative fiscal impact.

Attachment A - Proposed Redlined Version

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.04, SECTION 10.04.600 OF THE STOCKTON MUNICIPAL CODE BY AMENDING THE PROVISIONS REGARDING THE USE OF STREETS FOR THE STORAGE OF VEHICLES

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 that amending Title 10, Chapter 10.04, Section 10.04.600 of the Stockton Municipal Code ("SMC") is necessary to address the growing challenges associated with long-term vehicle storage on public streets. The prior ordinance lacked a clear standard for what constituted sufficient vehicle movement to restart the 72-hour parking limit. Establishing a precise distance requirement ensures that vehicle relocation represents an actual change in location rather than a nominal adjustment, providing more consistent enforcement, reducing compliance disputes, and better addressing neighborhood blight, parking availability, and public safety.

SECTION II. AMENDMENT OF CODE

Title 10, Chapter 10.04, Section 10.04.600 of the Stockton Municipal Code is hereby amended to read as follows:

§ 10.04.600. Use of streets for storage of vehicles prohibited.

- A. No person who owns or has possession, custody or control of any vehicle shall park or leave such vehicle standing upon any street or alley for ~~more than~~ a period of 72 consecutive hours or more. For purposes of this section, a vehicle shall be considered to have been parked or left standing for 72 or more consecutive hours if it has remained inoperable or has not been moved at least 300 feet from its previous stopping point during any continuous 72-hour period. In the event a vehicle is parked or left standing upon a street in excess of a period of 72 consecutive hours such vehicle may be removed in the manner and subject to the requirements of Article I of Chapter 10.16.
- B. Police officers, officers, or parking enforcement officers are hereby authorized to issue a citation provided for in the California Vehicle Code whenever he or she has reasonable cause to believe that a violation of this section has occurred in his or her presence.

(Prior code § 10-017.5; Ord. 2015-07-21-1201 C.S. § 2)

SECTION III. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this article or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION IV. EFFECTIVE DATE

This ordinance shall be in full force and take effect 30 days after its passage.

ADOPTED: _____

EFFECTIVE: _____

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
Interim City Clerk of the City of Stockton

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.04, SECTION 10.04.600 OF THE STOCKTON MUNICIPAL CODE BY AMENDING THE PROVISIONS REGARDING THE USE OF STREETS FOR THE STORAGE OF VEHICLES

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 that amending Title 10, Chapter 10.04, Section 10.04.600 of the Stockton Municipal Code ("SMC") is necessary to address the growing challenges associated with long-term vehicle storage on public streets. The prior ordinance lacked a clear standard for what constituted sufficient vehicle movement to restart the 72-hour parking limit. Establishing a precise distance requirement ensures that vehicle relocation represents an actual change in location rather than a nominal adjustment, providing more consistent enforcement, reducing compliance disputes, and better addressing neighborhood blight, parking availability, and public safety.

SECTION II. AMENDMENT OF CODE

Title 10, Chapter 10.04, Section 10.04.600 of the Stockton Municipal Code is hereby amended to read as follows:

§ 10.04.600. Use of streets for storage of vehicles prohibited.

- A. No person who owns or has possession, custody or control of any vehicle shall park or leave such vehicle standing upon any street or alley for a period of 72 consecutive hours or more. For purposes of this section, a vehicle shall be considered to have been parked or left standing for 72 or more consecutive hours if it has remained inoperable or has not been moved at least 300 feet from its previous stopping point during any continuous 72-hour period. In the event a vehicle is parked or left standing upon a street in excess of a period of 72 consecutive hours such vehicle may be removed in the manner and subject to the requirements of Article I of Chapter 10.16.
- B. Police officers, officers, or parking enforcement officers are hereby authorized to issue a citation provided for in the California Vehicle Code whenever he or she has reasonable cause to believe that a violation of this section has occurred in his or her presence.

(Prior code § 10-017.5; Ord. 2015-07-21-1201 C.S. § 2)

SECTION III. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by

any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this article or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION IV. EFFECTIVE DATE

This ordinance shall be in full force and take effect 30 days after its passage.

ADOPTED: _____

EFFECTIVE: _____

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton



City of Stockton

Legislation Text

File #: 26-1081, Version: 1

ORDINANCE AMENDING STOCKTON MUNICIPAL CODE, TITLE 9, CHAPTER 9.64, SECTION 9.64.020, "DRINKING LIQUOR IN PUBLIC" TO CHANGE THE SECTION TITLE TO "POSSESSION OF OPEN CONTAINERS OF ALCOHOLIC BEVERAGES IN PUBLIC PLACES," AND REVISE THE PROHIBITION TO ADDRESS POSSESSION OF OPEN CONTAINERS OF ALCOHOLIC BEVERAGES

RECOMMENDATION

It is recommended that the City Council:

1. Adopt an ordinance amending Stockton Municipal Code (SMC), Title 9, Chapter 9.64, Section 9.64.020, "Drinking Liquor in Public," to change the title to "Possession of open containers of alcoholic beverages in public places," expand the prohibition to address possession of open containers of alcoholic beverages, add definitions, and establish exceptions; and
2. Authorize the City Manager, or designee, to take all appropriate and necessary actions to carry out the purpose and intent of the ordinance.

Summary

The proposed ordinance amends SMC Section 9.64.020 to address the possession of alcoholic beverages in specified public places, rather than limiting the prohibition to the act of consuming alcoholic beverages. The amendment is intended to provide a clear and consistent enforcement standard when an open container of an alcoholic beverage is present in a location where possession is prohibited, even when active consumption is not observed. This amendment is designed to promote public safety, reduce alcohol-related disturbances, and equip law enforcement with a clear and consistent standard for enforcement. The update preserves existing exceptions for licensed premises, permitted special events, private property, and other government-authorized locations.

DISCUSSION

Background

SMC Section 9.64.020 currently prohibits the public consumption of alcohol but lacks a specific prohibition against possessing an open container in public. This gap creates a significant enforcement challenge, as officers can only issue a citation if they personally witness the actual consumption of alcohol. Because individuals often stop drinking when uniformed officers or marked patrol vehicles approach, visible police presence only temporarily interrupts the behavior without resolving the underlying issue. Furthermore, residents experience understandable frustration when individuals openly possess alcoholic beverages in public spaces, yet cannot be cited.

This limitation also contributes to community litter from discarded containers and hinders early intervention, frequently forcing officers to wait until a subject becomes sufficiently intoxicated to warrant action under public-intoxication provisions. The proposed amendment addresses this enforcement issue by expanding the prohibition to include the possession of open containers of alcoholic beverages in specified public places. By allowing officers to cite individuals based on the readily observable possession of an open container, the proposed code change will equip personnel with a practical tool to reduce community litter, intervene before situations escalate, and help prevent potential DUIs by allowing officers to contact individuals drinking in business parking lots before they operate a vehicle.

At the January 26, 2026, Legislation/Environmental Committee meeting, staff presented a detailed overview of the existing enforcement challenges and the negative impacts that current legal limitations have on local communities and public spaces. Following this discussion, the committee formally approved the proposed amendments and directed staff to advance the updated Stockton Municipal Code revisions to the City Council for final consideration.

Present Situation

SMC Section 9.64.020 currently prohibits any person from drinking alcoholic beverages in specified public places, with violations classified as infractions. This restriction applies to public streets, alleys, sidewalks, parkways, school grounds, playgrounds, waterways, sloughs, and their respective beds, banks, or levees, unless the City Council has explicitly authorized alcohol consumption at a given location.

The existing code also extends this prohibition to certain private properties that are open to public view or hearing from the listed public areas. These locations include vacant lots, emergency exits of public assembly facilities (such as theaters and hotels), private automobiles, parking lots, railroad rights-of-way, school grounds, playgrounds. Consumption on these private properties is prohibited unless the property owner or lessee has granted prior permission.

Furthermore, SMC Section 9.64.020 prohibits drinking alcoholic beverages within any City-owned park designated by the City Manager pursuant to SMC 9.64.010, which includes City parks located outside municipal boundaries. This restriction is enforceable only when the designated park is properly posted with official signage stating that the consumption of alcoholic beverages is forbidden by law. To protect these regulatory notices, the code also establishes that removing or defacing any posted park sign is a separate violation.

The proposed amendment changes the focus of SMC Section 9.64.020 from drinking or consuming alcoholic beverages to possessing an open container of an alcoholic beverage in the locations identified in the ordinance. This change is intended to allow enforcement based on the observable possession of an open container rather than requiring direct observation of consumption. The proposed amendment also adds definitions for key terms used in the section and establishes exceptions for specified circumstances in which possession of an open container is authorized. These exceptions include certain sidewalk or boardwalk tables associated with bona fide eating places, licensed or permitted areas within parks or other public spaces, approved City events, permitted temporary uses of public property, and entertainment zones. The amendment retains the existing park-posting requirements and the prohibition against unauthorized removal, defacement, or destruction of posted signs. Violations of the amended ordinance will continue to be punishable as

infractions, consistent with the existing provision and State law.

FINANCIAL SUMMARY

Adoption of the amendment of the existing code is not expected to have a negative fiscal impact.

Attachment A - Proposed Ordinance - redline

ORDINANCE NO.**AN ORDINANCE AMENDING TITLE 9, CHAPTER 9.64, SECTION 9.64.020 OF THE STOCKTON MUNICIPAL CODE TO PROHIBIT THE POSSESSION OF OPEN CONTAINERS OF ALCOHOLIC BEVERAGES IN CERTAIN PUBLIC PLACES**

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 that amending Title 9, Chapter 9.64, Section 9.64.020 of the Stockton Municipal Code ("SMC") is necessary to address enforcement challenges associated with public alcohol consumption. The current municipal code prohibits public consumption but lacks a specific prohibition against possessing an open container in public, making enforcement dependent on proof of actual consumption rather than possession of an open container. Expanding enforcement from public consumption to the possession of open alcoholic beverage containers in public places promotes public safety, reduces public alcohol-related disturbances, decreases community litter, and provides law enforcement with a clear, consistent, and practical enforcement standard.

SECTION II. AMENDMENT OF CODE

Title 9, Chapter 9.64, Section 9.64.020 of the Stockton Municipal Code is hereby amended and shall read as follows:

§ 9.64.020. ~~Drinking liquor in public.~~ **Possession of open containers of alcoholic beverages in public places.**

- A. It is unlawful and an infraction for any person to ~~drink~~ **possess an open container of any alcoholic beverage in the following locations:** ~~malt, spirituous or vinous liquor containing more than one half of 1% of alcohol by volume.~~
1. ~~In the following p~~**Public places, property, or vehicles in said public places, including, but not limited to: City facilities,** public street, alley way, sidewalk, parkway, school grounds, playground, waterway, slough, or bed, bank or levee of a slough or waterway, unless the ~~possession~~**consumption** of ~~alcoholic beverages~~**liquor** in such public place or places has been authorized by the Council of the City ~~or other applicable provisions of this Code;~~ ~~or;~~
 2. ~~On the following p~~**Private property open to public view or hearing from any of the public places named above, including, but not limited to:** vacant lots, emergency exits of such places of public assemblage as theaters and hotels, private automobiles, parking lots, railroad rights-of-way, school grounds and play grounds,

unless permission for the ~~possession~~consumption of ~~alcoholic beverages~~liquor on such private property has previously been given by the owner or lessee thereof; and

3. Within the limits of any park now owned or to be hereafter owned by the City, either inside or outside the limits of the City, which park has been designated by the City Manager pursuant to Section 9.64.010; provided, however, that the designated park has been posted as provided in subsection B of this section.
- B.** Posting of Signs. Each park which has been designated by the City Manager pursuant to subsection A of this section shall be posted with signs not less than one square foot in area and upon which, in lettering not less than one-half inches in height, appear the words, "CONSUMPTION POSSESSION OF AN ALCOHOLIC BEVERAGE WITHIN THIS PARK IS FORBIDDEN BY LAW. SMC 9.64.020(A)(3)."
- C.** Destruction of Property. It is unlawful for any person without authority to tear down, deface or destroy any sign posted pursuant to this section.
- D.** Definitions. The following words and phrases, whenever used in this section, shall be construed as defined in this section:
1. "Alcoholic beverage" means an alcoholic beverage as defined in California Business and Professions Code section 23004, as that section may be amended from time to time.
 2. "Open container" means any bottle, can, jug, box or other receptacle containing an alcoholic beverage that is open, has been opened, or which has a broken seal.
 3. "Public property" means any property owned or controlled by the city of Stockton, including, but not limited to, a street, sidewalk, bike path, alley, parking lot or public park.
 4. "City facilities" means structures, buildings or parks owned or controlled by the city of Stockton.
- E.** Exceptions. This section does not prohibit the possession of an open container of an alcoholic beverage:
1. At sidewalk or boardwalk tables located within the area authorized by an encroachment permit issued by the City and adjacent to a bona fide public eating place, as defined in California Business and Professions Code section 23038, when the alcoholic beverage was lawfully purchased from the bona fide public eating place and possession and consumption at the sidewalk or boardwalk tables are authorized by the applicable license or permit issued by the Department of Alcoholic Beverage Control;

2. Within a structure or designated area located in a park or other public space for which the Department of Alcoholic Beverage Control has issued a license or permit authorizing the possession and consumption of alcoholic beverages;
3. At a City facility during an approved City event when the possession and consumption of alcoholic beverages have been specifically authorized by the City;
4. On public property for which the City has issued a permit for temporary use and occupancy, when the permit specifically authorizes the possession, sale, or consumption of alcoholic beverages as part of the permitted activity; or
5. In an entertainment zone during an entertainment-zone event, to the extent possession and consumption of alcoholic beverages are authorized by this Code.

~~(Prior code §§ 5-132.1—5-132.3)~~

SECTION III. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this article or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION IV. EFFECTIVE DATE

This ordinance shall be in full force and take effect 30 days after its passage.

ADOPTED: _____

EFFECTIVE: _____

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 9, CHAPTER 9.64, SECTION 9.64.020 OF THE STOCKTON MUNICIPAL CODE TO PROHIBIT THE POSSESSION OF OPEN CONTAINERS OF ALCOHOLIC BEVERAGES IN CERTAIN PUBLIC PLACES

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 that amending Title 9, Chapter 9.64, Section 9.64.020 of the Stockton Municipal Code ("SMC") is necessary to address enforcement challenges associated with public alcohol consumption. The current municipal code prohibits public consumption but lacks a specific prohibition against possessing an open container in public, making enforcement dependent on proof of actual consumption rather than possession of an open container. Expanding enforcement from public consumption to the possession of open alcoholic beverage containers in public places promotes public safety, reduces public alcohol-related disturbances, decreases community litter, and provides law enforcement with a clear, consistent, and practical enforcement standard.

SECTION II. AMENDMENT OF CODE

Title 9, Chapter 9.64, Section 9.64.020 of the Stockton Municipal Code is hereby amended and shall read as follows:

§ 9.64.020. Possession of open containers of alcoholic beverages in public places.

- A. It is unlawful and an infraction for any person to possess an open container of any alcoholic beverage in the following locations:
 1. Public places, property, or vehicles in said public places, including, but not limited to: City facilities, public street, alley way, sidewalk, parkway, school grounds, playground, waterway, slough, or bed, bank or levee of a slough or waterway, unless the possession of alcoholic beverages in such public place or places has been authorized by the Council of the City or other applicable provisions of this Code;
 2. Private property open to public view or hearing from any of the public places named above, including, but not limited to: vacant lots, emergency exits of such places of public assemblage as theaters and hotels, private automobiles, parking lots, railroad rights-of-way, school grounds and play grounds, unless permission for the possession of alcoholic beverages on such private property has previously been given by the owner or lessee thereof; and
 3. Within the limits of any park now owned or to be hereafter owned by the City, either

inside or outside the limits of the City, which park has been designated by the City Manager pursuant to Section 9.64.010; provided, however, that the designated park has been posted as provided in subsection B of this section.

- B. Posting of Signs. Each park which has been designated by the City Manager pursuant to subsection A of this section shall be posted with signs not less than one square foot in area and upon which, in lettering not less than one-half inches in height, appear the words, "POSSESSION OF AN ALCOHOLIC BEVERAGE WITHIN THIS PARK IS FORBIDDEN BY LAW. SMC 9.64.020(A)(3)."
- C. Destruction of Property. It is unlawful for any person without authority to tear down, deface or destroy any sign posted pursuant to this section.
- D. Definitions. The following words and phrases, whenever used in this section, shall be construed as defined in this section:
 - 1. "Alcoholic beverage" means an alcoholic beverage as defined in California Business and Professions Code section 23004, as that section may be amended from time to time.
 - 2. "Open container" means any bottle, can, jug, box or other receptacle containing an alcoholic beverage that is open, has been opened, or which has a broken seal.
 - 3. "Public property" means any property owned or controlled by the city of Stockton, including, but not limited to, a street, sidewalk, bike path, alley, parking lot or public park.
 - 4. "City facilities" means structures, buildings or parks owned or controlled by the city of Stockton.
- E. Exceptions. This section does not prohibit the possession of an open container of an alcoholic beverage:
 - 1. At sidewalk or boardwalk tables located within the area authorized by an encroachment permit issued by the City and adjacent to a bona fide public eating place, as defined in California Business and Professions Code section 23038, when the alcoholic beverage was lawfully purchased from the bona fide public eating place and possession and consumption at the sidewalk or boardwalk tables are authorized by the applicable license or permit issued by the Department of Alcoholic Beverage Control;
 - 2. Within a structure or designated area located in a park or other public space for which the Department of Alcoholic Beverage Control has issued a license or permit authorizing the possession and consumption of alcoholic beverages;
 - 3. At a City facility during an approved City event when the possession and consumption of alcoholic beverages have been specifically authorized by the City;

4. On public property for which the City has issued a permit for temporary use and occupancy, when the permit specifically authorizes the possession, sale, or consumption of alcoholic beverages as part of the permitted activity; or
5. In an entertainment zone during an entertainment-zone event, to the extent possession and consumption of alcoholic beverages are authorized by this Code.

SECTION III. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this article or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION IV. EFFECTIVE DATE

This ordinance shall be in full force and take effect 30 days after its passage.

ADOPTED: _____

EFFECTIVE: _____

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton



City of Stockton

Legislation Text

File #: 26-1097, Version: 1

APPROVE RESOLUTION ACCEPTING GRANT FUNDING FROM THE OFFICE OF COMMUNITY ORIENTED POLICING TECHNOLOGY AND EQUIPMENT GRANT FOR THE COMBATTING CRIME IN REAL TIME PROGRAM IN THE AMOUNT OF \$1,000,000

RECOMMENDATION

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

1. Authorize the City Manager, or designee, to accept an Office of Community Oriented Policing Services (COPS) Grant award allocation from the United States Department of Justice in the amount of \$1,000,000; and
2. Authorize the City Manager, or designee, to execute all grant award documents as required by the United States Department of Justice and accept applicable terms and conditions; and
3. Amend the Fiscal Year 2026-27 Annual Budget to increase the Police Grants & Special Programs revenue and expenditure appropriation by \$1,000,000; and
4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The United States Department of Justice's Bureau of Justice Assistance (BJA) released a solicitation on June 2, 2026, for Fiscal Year (FY) 2026 for the COPS Technology and Equipment (TEP) Grant. The award provides funding to expand the implementation of community policing and crime prevention through the development and procurement of equipment, technologies, and interoperable communications. Funds awarded under the TEP project will be utilized to develop and acquire effective law enforcement equipment, technologies, and interoperable communications that assist in responding to and preventing crime. The grant performance period is from January 23, 2026, to January 31, 2028.

DISCUSSION

Background

In March 2024, the Stockton Police Department (SPD) began working with Congressman Josh Harder to identify project funding needs. The "Combatting Crime in Real Time" was the priority area. The Real Time Crime Center (RTCC) is a project that benefits from the collective expertise of its Crime Analysts, Camera Operators, Telecommunicators, and Police Officers using proven applications and technology by embedding crime analytics through its Telecommunications Center.

The intent of the RTCC is to prevent crime, investigate, and apprehend criminals while gathering evidence to aid in the prosecution of those criminals. In July 2024, Congressman Harder submitted the funding request to the House Appropriations Committee on behalf of the City of Stockton.

On February 19, 2026, SPD received notification from the COPS Office awarding funds designated in the Consolidated Appropriations Act, 2026, in the amount of \$1,000,000. SPD was required to submit a non-competitive grant application in July 2026 through COPS TEP.

Present Situation

Currently, SPD does not have a centralized hub for real-time intelligence and coordinated operations. Information moves through multiple units and systems, often resulting in inconsistent situational awareness and reactive responses. While these distributed functions support individual tasks effectively, the current structure does not provide a unified, citywide picture of emerging incidents or trends, creating a significant opportunity to strengthen coordination, accelerate decision-making, and enhance proactive problem-solving.

SPD proposes to establish a fully operational RTCC that enhances public safety through centralized intelligence, improved situational awareness, and more efficient deployment of resources. The RTCC aims to create a modernized operational framework that enables SPD to proactively address violent crime, respond more effectively to critical incidents, and expand problem-solving efforts across the city.

On September 25, 2026, SPD received notification from the COPS Office, awarding funds in the amount of \$1,000,000.

FINANCIAL SUMMARY

The SPD's Investigations Division will coordinate operations of the grant program. The grant program does not require matching funds. Revenue and expenditures will require an increase in appropriation to the FY 2026-27 Police Special Grants fund.

- Revenue appropriation of \$1,000,000 to the FY 2026-27 BJA COPS TEP grant in the Police's Special Grants Fund - Reimbursements, Investigations Division.
- Expenditure appropriation of \$1,000,000 to the FY 2026-27 BJA COPS TEP grant in the Police's Special Grants fund - Reimbursements, Investigations Division.

STOCKTON CITY COUNCIL

RESOLUTION ACCEPTING GRANT FUNDING FROM THE OFFICE OF COMMUNITY ORIENTED POLICING IN THE AMOUNT OF \$1,000,000 FOR THE COMBATTING CRIME IN REAL TIME PROGRAM, AND AMENDING THE FISCAL YEAR 2026-27 ANNUAL BUDGET

The City of Stockton is eligible to receive \$1,000,000 in discretionary funding from the Office of Community Oriented Policing Services (COPS); and

The Stockton Police Department's (SPD) proposal includes equipment and software needed for an operational Real Time Crime Center (RTCC) to prevent crime, investigate, and apprehend criminals while gathering evidence to aid in the prosecution of those criminals; and

On February 19, 2026, SPD received notification from the COPS Office awarding funds designated in the Consolidated Appropriations Act, 2026 in the amount of \$1,000,000. A non-competitive application package was submitted in July 2026, to receive grant funds. In accordance with the COPS Technology and Equipment (TEP) Grant, the proposed funds will be utilized to develop and acquire effective law enforcement equipment, technologies, and interoperable communications that assist in responding to and preventing crime; now, therefore,

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

1. The City Manager is hereby authorized to accept the grant award in the amount of \$1,000,000 for the period of January 23, 2026, through January 31, 2028, and make all necessary appropriations in compliance with and for the purposes stated in the grant application.
2. The City Manager is hereby authorized to execute and submit all documents, including, without limitation, agreements, amendments with the granting agency, and payment requests in compliance with COPS TEP Grant requirements.
3. The Fiscal Year 2026-27 Annual Budget is amended to appropriate \$1,000,000 in revenues and expenditures for the Police Grants and Special Programs accounts as needed to carry out the purpose and intent of this Resolution.

//
//
//

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

PASSED, APPROVED, and ADOPTED October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton



City of Stockton

Legislation Text

File #: 26-1111, **Version:** 1

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE PORT OF STOCKTON AND AUTHORIZING NECESSARY EXPENDITURE FOR THE BUCKLEY COVE INLET MAINTENANCE DREDGING PROJECT

RECOMMENDATION

It is recommended that the Stockton City Council adopt a Resolution:

1. Approving findings pursuant to Stockton Municipal Code (SMC) 3.68.070 in support of an exception to the competitive bidding process; and
2. Authorizing the City Manager to enter into a Dredged Sediment Agreement with the Port of Stockton (Port) for use of the Roberts Island Dredged Material Placement Site for Capital Improvement Project EV22601, including payment of the applicable dredged sediment tipping fee; and
3. Authorizing the City Manager, or designee, to approve necessary budget amendments and establish or modify expenditure accounts, as may be required to implement the Dredged Sediment Agreement and associated project costs; and
4. Authorizing the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of the Resolution.

Summary

It has been determined that while the actions and methods of depositing the dredged sediments from the Buckley Cove Dredging project onto the approved location within the Port of Stockton's Roberts Island are included in the dredging contractor's contract, the fees associated with the deposits of silt due to the Port of Stockton for use of their land were not included. To correct this administrative oversight, it is necessary for the City to enter into a Dredged Sediment Agreement with the Port of Stockton (Port) for use of the Roberts Island Dredged Material Placement Site, including payment of the applicable dredged sediment tipping fee. The estimated amount of the "tipping fee" was anticipated and is available in the capital project, so no additional allocation of funding is necessary.

This action is critical to allow the project to commence in mid-October with a completion date of not later than November 30, 2026, per the terms of the State's dredging season. The action requested will allow the City Manager to enter into the required agreement (Exhibit 1 to the proposed Resolution). Suspension of the City's competitive bidding process is necessary as the Port is the nearest authorized deposit site, certified by the State, thus making competitive bids unavailable. The proposed Resolution allows for the payment of the applicable dredged sediment tipping fee and authorizes the City Manager, or designee, to make any necessary budget and/or expenditure account

amendments required to implement the agreement and associated project costs, and take any other necessary and appropriate actions to carry out the purpose and intent of the Resolution.

DISCUSSION

Background

The property located at 4911 Buckley Cove Way is held by the City of Stockton under a grant of trust from the State Lands Commission for purposes related to navigation, commerce, and fisheries. The property includes the Buckley Cove inlet, which is shared with two adjacent long-term waterfront lessees, RiverPoint Landing and Pacific Boat Services Inc. (PBS), both of which operate marina facilities serving recreational boaters. Over time, sediment accumulation within the shared channel has reduced water depth and affected vessel access and navigation.

In 2023, the City began a multi-phase effort to address these conditions, including engineering, permitting, sediment analysis, and development of construction specifications. That work supported the current dredging phase of the project. Funding for the project and the construction agreement with The Dutra Group (Dutra) were subsequently approved by the City Council through Resolution No. 2026-04-28-1205 (Attachment A), authorizing implementation of the Buckley Cove Inlet Dredging Project and related dredging services.

Present Situation

As the project advanced into pre-construction and final coordination with Dutra, the Port, and the City's project consultant, Anchor QEAA contractual inconsistency was identified in the process originally contemplated for payment of the dredged sediment tipping fee. The project solicitation established that the City would be responsible for payment of the Port's tipping fee; however, the Port's Dredged Sediment Agreement initially required Dutra to enter into the agreement and make payment directly to the Port. This created a conflict with the procurement terms and required the City and project stakeholders to quickly identify an alternative contractual approach.

Following coordination among the City, Port, Dutra, and Anchor QEA, it was determined that the City would enter directly into the Dredged Sediment Agreement with the Port for use of the Roberts Island Dredged Material Placement Site. This agreement will also include Dutra, defining their underlying dredging scope and operational responsibilities. The agreement permits placement of up to approximately 40,000 cubic yards of clean dredged material at Roberts Island and establishes a tipping fee of \$7.00 per cubic yard, with the final cost based on the actual quantity of material placed.

Execution of the recommended agreement is critical in maintaining the project schedule is critical due to the Central Valley Regional Water Quality Control Board's (CVRWQCB) Notice of Applicability (NOA) authorizing the approved project work period as July 1 through November 30. The NOA also identifies Roberts Island as the approved dredged material placement site.

Findings

Pursuant to SMC section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

- a. The Port of Stockton's Roberts Island Dredging Material Placement Site is identified and approved by the Central Valley Regional Water Quality Control Board for replacement of dredging material generated by the Buckley Cove Inlet Maintenance Dredging Project;
- b. The Port of Stockton owns and controls the Robert Island Dredged Material Placement Site and is the only entity authorized to provide access to and accept dredged material at the approved site;
- c. No comparable alternative provider or placement site has been identified that can meet the project's existing regulatory, operational, and schedule requirements;
- d. Use of Robert's Island is necessary to maintain the project schedule and complete dredging within the approved July 1 through November 30 dredging period; and
- e. Completion of the dredging project is necessary to restore and maintain navigational access within the Buckley Cove inlet and support marina operations, recreational boating, commerce, and fisheries.

FINANCIAL SUMMARY

The Dredged Sediment Agreement establishes a tipping fee of \$7.00 per cubic yard for material placed at the Roberts Island Dredged Material Placement Site. Based on the agreement's allowance of up to approximately 65,840 cubic yards of clean dredged material, the maximum estimated tipping fee is approximately \$280,000, with the final cost based on the actual quantity of material placed.

Funding for the Buckley Cove Inlet Dredging Project was previously approved and is available within the CIP EV22601. As a result, no additional General Fund impact is anticipated from this action. Any necessary budget adjustments or expenditure account modifications required to process the Port's tipping fee and implement the agreement will be completed within the project's existing approved funding authority.

Attachment A - Resolution No. 2026-04-28-1205

Resolution No. **2026-04-28-1205**

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AN AGREEMENT WITH DUTRA GROUP LLC FOR SERVICES RELATED TO THE MAINTENANCE DREDGING OF THE BUCKLEY COVE INLET, AUTHORIZING FUNDING APPROPRIATIONS, AND APPROVING AMENDMENT NO. 1 WITH PACIFIC BOAT SERVICES INC

Dredging operations at the Buckley Cove inlet located at 4911 Buckley Cove Way have become necessary because sediment has accumulated in the shared channel, significantly reducing water depth and impeding vessel navigation; and

Buckley Cove inlet is shared with two adjacent long-term waterfront lessees - RiverPoint Landing Marina & Resort (RiverPoint) and Pacific Boat Services Inc. (PBS) - both of which provide marina facility operations for recreational boaters; and

To proceed with dredging and relocation in accordance with State requirements, the City must complete funding appropriations, execute a construction agreement, and establish a cost-sharing and repayment structure with PBS; and

In June 2025, the Economic Development Department released an Invitation for Bids to procure a contractor for the maintenance dredging of the Buckley Cove inlet. Based on a review of the responses, staff identified Dutra Group LLC as the lowest responsive and responsible bidder; and

On April 14, 2026, Council approved by Motion 2026-04-14-1602-02, a \$2.2 million allocation to the project, which includes \$1,700,00 from Community Facilities District funds and \$500,000 from the General Fund; 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 appropriate a total of \$4,200,000 in funding and expenditure authority to Capital Improvement Project EV22601 for the Buckley Cove Inlet Project, funded as follows: \$1,700,000 of Communities Facilities District funds, \$500,000 of General Fund to be repaid back to City through a (10) year repayment plan with Pacific Boat Services Inc., \$1,000,000 from RiverPoint Landing Marina & Resort pursuant to lease obligations, and a \$1,000,000 from the Boat Launching Facilities Fund.

2. The City Manager, or designee, is authorized to execute Amendment No.1 to Contract No. 422000045 with Pacific Boat Services Inc. that will establish a ten (10) year repayment plan to reimburse the City's General Fund (Exhibit 2).

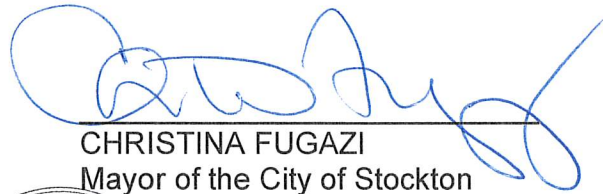
3. The City Manager, or designee, is authorized to receive, deposit, appropriate, and establish revenue budgets for repayment revenues from Pacific Boat Services Inc. and RiverPoint Landing Marina & Resort, with such revenues returned to the General Fund.

4. The City Manager, or designee, is authorized to approve necessary budget amendments and establish expenditure and revenue accounts, as may be required to implement project funding.

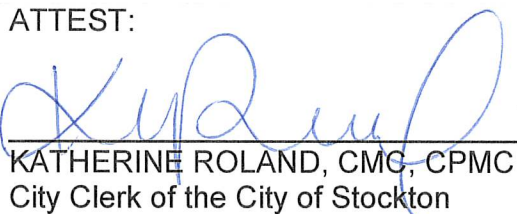
5. The City Manager, or designee, is authorized to execute an agreement with Dutra Group LLC in an amount not to exceed \$2,900,000, for services to dredge the inlet located at 4911 Buckley Cove Way (Exhibit 1).

6. The City Manager, or designee, 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 28, 2026.


CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:


KATHERINE ROLAND, CMC, CPMC
City Clerk of the City of Stockton



Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE PORT OF STOCKTON, AND AUTHORIZING NECESSARY EXPENDITURE FOR THE BUCKLEY COVE INLET MAINTENANCE DREDGING PROJECT

Dredging operations at the Buckley Cove inlet located at 4911 Buckley Cove Way have become necessary because sediment has accumulated in the shared channel, significantly reducing water depth and impeding vessel navigation; and

In June 2025, the Economic Development Department released an Invitation for Bids to procure a contractor for the maintenance dredging of the Buckley Cove inlet. Based on a review of the responses, staff identified Dutra Group LLC (Dutra) as the lowest responsive and responsible bidder, and City Council approved a construction contract with Dutra; and

As the project advanced into pre-construction and final coordination, staff identified that the project solicitation established that the City would be responsible for payment of the Port of Stockton's (Port) dredged sediment tipping fee. The City is required to enter into a Dredged Sediment Agreement (Agreement) with the Port and Dutra to address the tipping fee responsibility; and

On April 14, 2026, Council approved by Motion 2026-04-14-1602-02, a \$2.2 million allocation to the project, which includes \$1,700,00 from Community Facilities District funds and \$500,000 from the General Fund. Thus, there is funding available to pay for the Port's tipping fee; 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) 3.68.070 in support of an exception to the competitive bidding process. These findings include:
 - a. The Port of Stockton's Roberts Island Dredging Material Placement Site is identified and approved by the Central Valley Regional Water Quality Control Board for replacement of dredging material generated by the Buckley Cove Inlet Maintenance Dredging Project;
 - b. The Port of Stockton owns and controls the Robert Island Dredged Material Placement Site and is the only entity authorized to provide access to and accept dredged material at the approved site;

- c. No comparable alternative provider or placement site has been identified that can meet the project's existing regulatory, operational, and schedule requirements;
- d. Use of Robert's Island is necessary to maintain the project schedule and complete dredging within the approved July 1 through November 30 dredging period; and
- e. Completion of the dredging project is necessary to restore and maintain navigational access within the Buckley Cove inlet and support marina operations, recreational boating, commerce, and fisheries.

2. The City Council approves findings and authorizes the City Manager to execute the Dredging Sediment Agreement with the Port and Dutra for use of the Roberts Island Dredging Material Placement Site for CIP EV22601, including payment of the applicable dredging sediment tipping fee, a copy of which is attached as Exhibit 1 and incorporated by this reference.

3. The City Manager, or designee, is authorized to approve necessary budget amendments and establish or modify expenditure accounts, as may be required to implement the Dredging Sediment Agreement and associated project costs.

4. The City Manager, or designee, 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 October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton

DREDGED SEDIMENT AGREEMENT

This Agreement is entered as of the date of the last signature below, by and between the Port of Stockton, political subdivision of the State of California (Port), The City of Stockton (City), a municipal corporation, and The Dutra Group (Dutra). Port, City, and Dutra may be collectively referred to as the Parties.

1. Recitals.

A. Dutra will be performing sediment removal at Buckley Cove Marina on behalf of the City.

B. Port owns certain real property located on Roberts Island in San Joaquin County State of California, more specifically described in Exhibit A which is attached hereto and incorporated herein by this reference (Dredge Sediment Placement Site).

C. The City desires to place dredged sediment upon the Dredged Sediment Placement Site, and the Port is willing to accept the dredged sediment material pursuant to the terms of this Agreement.

D. The City has satisfied the California Environmental Quality Act (CEQA) and obtained all required government permits in order to conduct the dredging in conformity with the approved dredging plan. The statute of limitations to file a lawsuit challenging the CEQA compliance has lapsed with no litigation being filed against the City of Stockton.

E. The City has obtained approval for the placement of dredged material at the Dredge Sediment Placement Site from the Central Valley Regional Water Quality Control Board (CVRWQCB) as evidenced by Notice of Applicability No. R5-2009-0085-026 (NOA) issued by the CVRWQCB declaring that placement of the sediment is authorized at the Dredged Sediment Placement Site, attached hereto and incorporated as Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises and considerations herein, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, the Parties agree as follows:

1. Conditions Precedent to Permit for Discharge of Dredged Material at Dredged Sediment Placement Site.

- a. The City shall furnish to Port all documentation describing the type of sediment (e.g. silt, silty sand, silt with sand, sandy silt, lean clay, sandy lean clay, etc.) that Dutra intends to deposit onto the Dredged Sediment Placement Site.
- b. The City shall provide to the Port comprehensive analytical laboratory tests and shall certify that the material contains no constituents that exceed criteria imposed by the CVRWQCB and that the material meets the requirements of the Notice of Intent/Dredging Permit Application (NOI), Notice of Applicability (NOA) and General Order No. R5-2009-0085 General Waste Discharge Requirements (WDR) for Maintenance Dredging operations Sacramento-San

Joaquin Delta (General Order) adopted by the CVRWQCB.

- c. The City shall provide to the Port the Notice Of Applicability (NOA) for discharge of dredged material from the CVRWQCB, all sampling and analysis of water, and material required to meet the conditions set forth in the NOA and WDRs including background monitoring if necessary and providing all engineering and material quantity data and water quality data taken at the Dredged Sediment Placement Site.
 - d. Within five business days of the City furnishing the documentation and testing required by this Paragraph, the Port must provide written approval of the dredged material subject to being deposited at the Dredged Sediment Placement Site. If the Port does not provide such written approval of the quality of material proposed to be deposited at the Dredged Sediment Placement Site, it shall notify the City within five business days of the City furnishing the documentation and testing required by this Paragraph that the Port does not intend to provide written approval and then this Agreement shall automatically terminate and the City shall have no rights against the Port.
2. Permit. During the term of this agreement, the Port grants the City and its contractor, Dutra, permission to discharge up to approximately 65,840 cubic yards of clean dredged material on the Dredged Sediment Placement Site subject to the terms and conditions set forth in this Agreement.
3. Right of Entry. During the term of this Agreement, Port grants the City, its officers, employees, agents, and contractors, permission to enter the Dredged Sediment Placement Site with all the necessary equipment for the purpose of placing material as part of the Buckley Cove Marina maintenance dredging project. Port's permission to enter is expressly conditioned on the City to ensure that Dutra complies with each and every responsibility under this Agreement and depositing only dredge sediment material that meets the Port's quality standards.
4. Term. The term of this Agreement shall be for one year after the Effective Date of this Agreement. No dredge sediment shall be placed at the Dredged Sediment Placement Site after this Agreement lapses without a new agreement being executed between the Parties.
5. Payment.
 - a. The City shall pay to Port \$7.00 per cubic yard (CY) of dredged sediment material deposited in the Dredged Sediment Placement Site (Deposit Fee). The City shall pay the Deposit Fee within forty-five (45) calendar days from the last day that it deposits any dredged sediment material in the Dredged Sediment Placement Site.
6. Discharge Conditions for Dredged Sediment Material.
 - a. Dutra shall discharge sediment material within the diked area approved by the Port that is located in the Dredged Sediment Placement Site as shown in Exhibit A. Two (2) feet of freeboard minimum must be maintained at all times. If the existing dikes need improvement, Port shall be given the opportunity to review

and approve the materials and methods used in constructing the diked area before discharging material into the approved diked area.

- b. Dutra shall discharge material in a manner consistent with all applicable material disposal/reuse plans, the NOA, and WDRs adopted by the CVRWQCB.

7. Reuse of Dredge Material.

- a. Dutra shall deliver only dredged material that the CVRWQCB concludes from the NOA, or equivalent document, poses no significant risk to reuse for on-island or off-island export purposes, and, subject to the terms and conditions of this Paragraph 7, may be reused without additional approvals. Dutra is prohibited from delivering all other dredge material, that does not meet these criteria to the Dredged Sediment Placement Site.
- b. Dredged material discharged by Dutra pursuant to this Agreement is authorized to be reused in accordance with the requirements of the NOA, attached hereto as Exhibit B.
- c. Subject to the terms and conditions of this Paragraph 7, Port shall have the right to use the sediment material and the right to assign such right in full or in part to any entity upon providing written notice to the City at least forty-five (45) calendar days prior to the use or assignment of the right to use the sediment material.
- d. Hazardous Material. If any hazardous materials, or other constituents that do not meet the criteria established under the Notice of Applicability, Waste Discharge Requirements, or other applicable regulatory permits, are identified in the dredged material placed at the Dredged Sediment Placement Site, the City shall be solely responsible for all actions necessary to address such materials. The City's responsibility shall include, without limitation, the investigation, removal, transportation, and proper disposal of the hazardous or nonconforming dredged material, as well as all associated costs, liabilities, and regulatory compliance obligations.

For avoidance of doubt, the City's responsibility under this Paragraph applies **only** to hazardous or nonconforming materials generated from, arising out of, or included within the dredged material delivered as part of the Buckley Cove Marina maintenance dredging project. Nothing in this Agreement shall be construed to impose responsibility on the City for hazardous materials or contamination that pre-exist at the Dredged Sediment Placement Site or that are unrelated to the dredged material generated from the project.

- e. – Language regarding City responsibility for hazardous or nonconforming dredged material.

8. The Dutra Group Obligations.

- a. Dutra shall ensure access along the levee road during dredged material placement at the Dredged Sediment Placement Site.
- b. Dutra shall notify the Port Engineer or such other representative appointed by Port prior to conducting any activities on the site.

- c. The City shall provide the Port with a Completion Report, from Dutra, within Thirty (30) calendar days of placing material on the Dredged Sediment Placement Site on Roberts Island. The Completion Report shall contain but not be limited to the following information: a description of the quantity of material at each site, analytical results of any tests conducted during or after placement of material and an assessment of the site conditions at the time of project completion.
 - d. Port shall notify the City within ten (10) business days of any claim, action or proceeding served upon Port, where such claim, action or proceeding may trigger The Dutra Group's obligation to defend, indemnify or hold Port harmless pursuant to this Agreement. Such notice shall specifically identify facts underlying such claim for indemnification.
 - e. Port shall provide all assistance reasonably requested by City pertaining to any such matter.
 - f. The City shall fully reimburse Port for its indemnification obligations pursuant to this Agreement within Forty-Five (45) calendar days of receipt of an itemized written invoice from Port.
9. Insurance. The City shall furnish to Port a Certificate of Insurance before dredging or disposal activities commence, stating that there is liability insurance presently in effect for the City with bodily injury and property damage limits of not less than \$1,000,000 per occurrence. The Certificate of Insurance will provide:
- a. That the insurer will not cancel the insured's coverage without Thirty (30) calendar days' prior written notice to Port.
 - b. The Port their agents, officers, trustees, and employees are included as additional insureds, but only insofar as activities under this Agreement are concerned.
 - c. That Port will not be responsible for any premiums or assessments on the policy. The City agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, The City agrees to provide at least Thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement. New Certificates of Insurance are subject to the approval of the Port. In the event The City fails to keep in effect at all times insurance coverage as herein provided, Port may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
10. Notice. All notices or other communications required or permitted hereunder shall be deemed to have been received either (a) when delivered by hand and the Party giving such notice has received a signed receipt thereof; or (b) one (1) calendar day following the date deposited with Federal Express or other recognized overnight courier; or (c) the date transmitted by electronic mail (with a confirmation copy delivered in person or by First Class U.S. Mail contemporaneously therewith), addressed as follows (or addressed in such other manner as the Party being notified shall have requested by written notice to the other

Party); however, only attachments to electronic mail shall be considered notices and nothing within the body or subject line of an electronic mail shall be considered a notice under this Agreement:

If to The Dutra Group:

The Dutra Group
Attn: Chris Milam
2350 Kerner Blvd., Suite 200
San Rafael, CA 94901
Phone: (415) 258-6876
Email:

If to the City:

City of Stockton
Attn: Tina McCarty
501 W. Weber Ave
Building 2 – 4th Floors
Phone: (209) 937-8907
Email: tina.mccarty@stocktonca.gov

If to Port:

Port of Stockton
Attn: Jason Cashman
315 Fyffe Avenue
Stockton, CA 95203
Phone: (209) 946-0246
Email: jcashman@stocktonport.com

11. Miscellaneous.

- a. Dutra and the City shall have no right to remove the material unless removal is ordered by the Port or CVRWQCB to do so.
- b. The Parties shall cooperate with each other in the implementation of this Agreement.
- c. All the terms and provisions of this Agreement will be construed in accordance with and governed by the laws of the State of California, regardless of where this Agreement may be executed by the Parties.
- d. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and may be amended or superseded only by a writing executed by all Parties.
- e. This Agreement shall be binding on and inure to the benefit of each of the Parties and their respective successors and assigns.

- f. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.
- g. The waiver by any Party of a breach of any provision of this Agreement will not operate, or be construed, as a waiver of any subsequent breach of any provision of this Agreement.
- h. This Agreement may be executed in one or more parts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- i. The headings used in this Agreement for various sections and subsections are provided only for informational purposes and do not have any legal effect.
- j. The following Paragraphs shall survive termination of this Agreement: Paragraphs 5, 7, and 9.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

THE DUTRA GROUP

PORT OF STOCKTON, a
Political Subdivision of the State of
California

By: _____
President

Port Director

THE CITY OF STOCKTON

By: _____
City Manager

APPROVED AS TO FORM:

By:

Donald Larkin, Interim City Attorney

ATTEST:
City Clerk

By

Clerk Bonnie Page, Interim City

DRAFT



City of Stockton

Legislation Text

File #: 26-1123, **Version:** 1

ADOPT RESOLUTION APPROVING THE ANNUAL DISPLAY OF THE JUNETEENTH FLAG

RECOMMENDATION

It is recommended that the City Council:

1. Adopt a resolution to have the Juneteenth Flag displayed annually, for one week, in commemoration of the Emancipation of Enslaved African Americans on June 19, 1865; and
2. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Summary

The City Council adopted the City of Stockton Flag Display Policy, Chapter 2.07 of the Council Policy Manual, in 2019 to ensure that the City could exercise control over any commemorative flags raised on City flagpoles (Attachment A). The policy ensures that the raising of such commemorative flags is an act of government speech subject to the full discretion of the City Council.

In July of 2026, the Legislation and Environmental Committee voted to forward a recommendation that the City Council adopt a resolution to have the Juneteenth Flag displayed annually, for one week, in commemoration of the emancipation of enslaved African Americans on June 19, 1865.

DISCUSSION

Background

Prior to the adoption of the Flag Display Policy, the City of Stockton displayed only the United States Flag, the California State Flag, and the City of Stockton Flag on the flagpole located at Stockton City Hall. There are both Federal and State regulations which dictate how the United States Flag and the California Flag must be displayed.

On November 5, 2019, the City Council voted unanimously to adopt the policy via Resolution 2019-11-05-1103 (Attachment A). On July 27, 2026, the City Legislation and Environmental Committee approved by motion to forward a recommendation that the City Council adopt a resolution to have the Juneteenth Flag displayed in commemoration of the emancipation of enslaved African Americans on June 19, 1865, annually for the week of June 19th.

Present Situation

At the July 27, 2026, Legislation and Environmental Committee meeting, the Committee members voted unanimously to forward to the City Council a recommendation to display the Juneteenth Flag, commemorating the emancipation of enslaved African Americans on June 19, 1865, annually for the week of June 19th.

FINANCIAL SUMMARY

There is no financial impact on the City of Stockton related to this agenda item.

Attachment A - Resolution 2019-11-05-1103

Resolution No. **2019-11-05-1103**
STOCKTON CITY COUNCIL

RESOLUTION ADOPTING THE CITY COUNCIL FLAG DISPLAY POLICY, INCLUDING IT IN THE COUNCIL POLICY MANUAL, AND APPROVING THE DISPLAY OF THE UNITED STATES MARINE CORPS FLAG ON NOVEMBER 10, 2019

From time to time the City Council desires to display ceremonial flags consistent with the City's ongoing and strategic priorities; and

The City does not have a policy regarding the display of the City of Stockton Flag, the flags of other nations or cities, or any commemorative flags on City flagpoles or at City facilities; and

The Stockton City Council desires to establish a policy regarding the display of flags; now, therefore,

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

1. The City Council declares that City of Stockton flagpoles are not intended to serve as a forum for free expression of the public.
2. The City Council Flag Display Policy, attached hereto as Exhibit 1 and made part hereof by this reference, is hereby approved and adopted and will be included in the Council Policy Manual.
3. The City Council approves the display of the United States Marine Corps Flag on November 10, 2019 to celebrate the establishment of the military branch.
4. The City Manager is authorized to take appropriate and necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED November 5, 2019


 MICHAEL D. TUBBS
 Mayor of the City of Stockton

ATTEST:


 ELIZA GARZA, CMC
 City Clerk of the City of Stockton



FLAG DISPLAY POLICY

CPM 2.07

SUBJECT: FLAGS, FLAGPOLES, DISPLAY	NUMBER: Title 2, Chapter 2.07
ADOPTED DATE:	RESOLUTION NUMBER:
LAST AMENDED: Not applicable.	RESOLUTION NUMBER: Not applicable.
COUNCIL POLICY CONTACT: City Council, Chair, Legislative Committee	CITY DEPARTMENT CONTACT: City Manager

POLICY

1) PURPOSE

The purpose of this policy is to provide procedural guidance for the displays of National, State, and other flags. In adopting this policy, the City Council declares that City of Stockton flagpoles, flagpoles located at City-owned buildings and facilities, are not intended to serve as a forum for free expression of the public.

2) FLAGS

- i) United States Flag and State of California Flag. The United States Flag and the State of California Flag shall be displayed in accordance with Federal and State law, including Title 4 and Title 36 of the United States Code and Sections 430 through 439 of the California Government Code.
- ii) City of Stockton Flag. The City of Stockton Flag, if displayed on a City flagpole with the United States Flag and California State Flag, shall be placed in the third position of honor below the United States Flag and California State Flag.
- iii) Sister City Flags. The flags of the City of Stockton's Sister Cities ("Sister City Flags") may be displayed in accordance with this policy.
- iv) Commemorative Flags.
 - (1) "Commemorative Flag" shall mean any flag which identifies with a specific date, historical event, cause, nation or group of people, whereby the City honors or commemorates the date, event, cause, nation or people by flying the flag.
 - (2) The City shall display Commemorative Flags only if authorized by the City Council as an expression of the City's Official speech in accordance with the procedures outlined in this policy.

[Type here]

3) CITY FLAGPOLES

- i) The City's flagpoles are not intended to serve as a forum for free expression by the public.
- ii) Display of Flags
 - (1) City flagpoles will only display flags that may be safely accommodated on the respective pole.
 - (2) The City Council may, by resolution, direct City staff to display Commemorative Flags as an expression of the City's official sentiments.
 - (a) Commemorative Flags may be displayed on the flagpole(s) outside of Stockton City Hall provided a flagpole(s) is available for such use.
 - (b) Other than those flagpoles identified in section (a) above, no other City flagpoles shall fly Commemorative Flags.
 - (c) Commemorative Flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than seven (7) continuous days.
 - (d) Commemorative Flags shall be of sufficient quality for outdoor display. Commemorative Flags will not be displayed on days when the weather is inclement, except when all-weather flags are used.
 - (e) If a Commemorative Flag is displayed with the United States Flag or the State of California Flag, it shall not be larger in size than the United States Flag or the State of California Flag.
 - (f) The City Council shall only consider a request to display a Commemorative Flag if the request is made by a member of the Stockton City Council. Requests to display Commemorative Flags may be placed on the City Council's meeting agenda in accordance with City Council Policy 4.01.010. The City will not display a Commemorative Flag based on a request from a third party.
- iii) The City Manager shall maintain a policy to provide uniform guidelines for flying flags at half-staff. This half-staff policy will be consistent with Federal laws, including Title 4 of the United States Code.

4) FLAGS INSIDE CITY HALL LOCATIONS

- i) Flags inside Stockton City Hall Lobby
 - (1) The United States Flag and Sister City Flags may be displayed in the lobby area of Stockton City Hall, provided there is sufficient space available to display the flags.
 - (2) Other than the flags identified in section (1) above, no Commemorative Flags shall be displayed in the lobby area of Stockton City Hall.

[Type here]

ii) Flags inside City Council Chambers

- (1) The United States Flag, the California State Flag, the City of Stockton, and a Military Service Support Flag shall be the only flags displayed in the City Council Chambers.
- (2) The flags in the City Council Chambers shall be displayed in the following order:
 - (a) The United States Flag shall be displayed on the Mayor and City Council's right as they face the audience.
 - (b) The California State Flag shall be displayed on the Mayor and City Council's left as they face the audience.
 - (c) The City of Stockton flag shall be displayed between the United States Flag and the California State Flag.
 - (d) A Military Service Support Flag shall be displayed to the left of the California State Flag, to the Mayor and City Council's far left as they face the audience.

RESPONSIBILITIES

Public Works

Maintain the City flagpole located at City Hall. Raise and lower flags in accordance with City policies and/or Council resolution.

Clerk's Office

Display Sister City Flags in the City Hall Lobby and provide City of Stockton flags for display.

City Manager

Maintain a policy to provide uniform guidelines for flying flags at half-staff.

City Council

Request, consider, and adopt resolutions for the display of Commemorative Flags as government speech.

RELEVANT AUTHORITY

United States Code, Title 4 and Title 36
California Government Code Sections 430 through 439

RELATED ADMINISTRATIVE DIRECTIVE, CITY POLICY, CITY PROCEDURE

Administrative Directive – *Flying Flags at Half Staff* <AD.11.06>

RELATED FORMS, DOCUMENTS, OR LINKS

City of Stockton, Sister Cities, <http://www.stocktongov.com/discover/sister.html>

[Type here]

FREQUENTLY ASKED QUESTIONS

Not applicable.

UPDATE HISTORY

Not applicable.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE ANNUAL DISPLAY OF THE JUNETEENTH FLAG INCOMMEMORATION OF THE EMMANCIPATION OF ENSLAVED AFRICAN AMERICANS ON JUNE 19, 1865

City Council Policy 2.07 regulates the display of National, State, and other flags and clearly states that the City of Stockton flagpoles located at City-owned buildings and facilities are not intended to serve as a forum for free expression of the public; and

The City Council may, by resolution, direct staff to display commemorative flags as an expression of the City's official sentiments; and

The City Council desires to display the Juneteenth flag to commemorate the Emancipation of Enslaved African Americans on June 19, 1865; now, therefore,

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

1. The City Council authorizes the City Manager to have the Juneteenth flag displayed annually on June 19th.
2. The City Manager is authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton



City of Stockton

Legislation Text

File #: 26-1141, **Version:** 1

APPOINTMENTS TO CITY COUNCIL COMMITTEES AND COMMISSIONS

RECOMMENDATION

Adopt Resolution approving the Mayor's appointments to the Council Committees and other committees/organizations/boards.

DISCUSSION

Background

Council Policy 3.06 (Attachment A) provides for Council Committees to be established by the Mayor with City Council concurrence. Council Committees shall be comprised of a Chairperson, Vice-Chairperson, one regular member, and an alternate member appointed by the Mayor with concurrence of the Council. In addition, there are committees/organizations/boards to which one or two Councilmembers are appointed. A roster of appointments shall be updated and revised as new appointments occur and are confirmed by City Council resolution. The Mayor shall not be appointed to serve on any Standing Committee except the Council Budget/Finance/Economic Development Committee.

Present Situation

The Mayor's recommendations to the established Council Committees are listed on the updated roster Exhibit 1 for Council concurrence.

FINANCIAL SUMMARY

There is no financial impact in revising the Council Committee Appointment Roster.

Attachment A - Council Policy 3.06

**CHAPTER 3.06
CITY COUNCIL COMMITTEES, BOARDS, AND COMMISSIONS**

§ 3.06.010. Policy.

- 1) The purpose of this policy document is to explicitly state Mayoral authority to establish Council Committees and make appointments as well as create policies/procedures to provide for establishment of and appointments to Council Committees and other committees/organizations/ boards.

- 2) **ESTABLISHMENT OF COUNCIL COMMITTEES**

Council committees shall be established by the Mayor with City Council concurrence. Five standing committees and four special committees are established. Council Committees shall be comprised of a Chairperson, Vice-Chairperson, one regular member, and an alternate member appointed by the Mayor with concurrence of the Council. In addition, there are committees/organizations/boards to which one or two Councilmembers are appointed. A roster of appointments shall be updated and revised as new appointments occur and are confirmed by City Council resolution. The Mayor shall not be appointed to serve on any Standing Committee except the Council Budget/Finance/Economic Development Committee.

- 3) **DURATION OF APPOINTMENTS**

Council Committee assignments shall be for two-year terms.

- 4) **COUNCIL COMMITTEES**

The purpose of Council Committees shall be to provide detailed analysis and study matters, including obtaining public input, which are referred to the Committee by the City Council or Council appointees and to provide the full City Council with a report on its findings and recommendations. Delegation of such studies is essential to the efficiency of the City Council.

- A) **Standing Committees.** The following Council Standing Committees are established with the following purposes, issues and tasks:

- i) **Budget/Finance/Economic Development Committee.** Will review the City's fiscal policies and documents, review proposed amendments to City fees, develop new fiscal mechanisms as needed, and develop and review policies and activities relating to the economic health of the community, including, but not limited to, the following:
 - a) Council and City Manager's non-local travel review;
 - b) Fees for special services;
 - c) Fees regulated by the Stockton Municipal Code, such as tow companies and taxi companies;
 - d) Business Council, Private Industry Council, Chambers of Commerce; and

- e) Public safety fiscal issues.
- ii) Legislation/Environmental Committee. Will develop and review policies and activities relating to legislative/environmental issues, including, but not limited to, the following activities:
 - a) Campaign reform;
 - b) Ethics policies;
 - c) City, State, and Federal legislation;
 - d) Federal Emergency Management Administration (FEMA) regulations/activities/ directives; and
 - e) Environmental issues such as recycling.
- iii) Community Improvement and Crime Prevention Committee. Will consider City crime prevention and diversion programs, graffiti, and code enforcement programs, including, but not limited to, the following:
 - a) Juvenile delinquency prevention and diversion programs;
 - b) Adult crime prevention and diversion programs;
 - c) Anti-substance abuse programs;
 - d) Graffiti abatement programs; and
 - e) Code enforcement in support of property management activities.
- iv) Water Committee. Will deal with issues related to water, including, but not limited to, the following activities:
 - a) Water flows availability;
 - b) Water projects;
 - c) Water regulations;
 - d) Water conservation; and
 - e) Water reclamation.
- v) Audit Committee. Will oversee all independent auditing services for the City provided by both the City Auditor and the City's commercial auditing firm, including, but not limited to, the following:
 - a) Review the City Auditor's annual audit plan;
 - b) Review audit reports issued by the City Auditor;
 - c) Review the annual follow-up report issued by the City Auditor;

- d) Refer special requests for audit services to the City Auditor;
- e) Review the annual audit plan of the City's commercial audit firm;
- f) Review the City's annual financial reports and reports of the commercial audit firm; and
- g) Review external quality control review reports of the Office of the City Auditor.

B) Special Committees. This type of committee is designed to deal with specific issues or tasks as designated in the establishing resolution or as assigned by the Council. The committee shall remain in existence until completion of the tasks or resolution of the issue(s) assigned without further action by the Council. The membership of these four special committees will consist of two or three Councilmembers appointed by the Mayor with Council concurrence and two or three representatives of the respective school boards.

- i) City/Stockton Unified School District "3x3" Committee. Will review and develop recommendations on cooperative programs between the City and Stockton Unified School District.
- ii) City/Lodi Unified School District "2x2" Committee. Will review and develop recommendations on cooperative programs between the City and Lodi Unified School District.
- iii) City/Lincoln Unified School District "2x2" Committee. Will review and develop recommendations on cooperative programs between the City and Lincoln Unified School District.
- iv) City/Manteca Unified School District "2x2" Committee. Will review and develop recommendations on cooperative programs between the City and Manteca Unified School District.

Topics/activities/programs not listed above will be assigned by the City Council to the most appropriate committee for action/recommendations/review.

C) Ad Hoc Committees.

- i. Creation. In addition to standing and special committees, the City Council shall from time to time establish Ad Hoc Committees targeted toward specific issues, goals, and tasks.
 - a. Ad hoc committees shall be established by resolution with a simple majority vote.
 - b. The resolution creating the ad hoc committee may include a requirement that the committee submit a report to the City Council summarizing the results of the committee's work upon completion.
 - c. If a report is required, the Chair of the Ad Hoc shall submit this report in writing to the City Clerk. The report shall also be made available to the public.

ii. Appointment of Members. Appointments for created Ad Hoc Committees shall be made by the Mayor based on the following criteria:

a. Functional Criteria.

1. Expertise and experience in the subject area that the Ad Hoc Committee is tasked with addressing.
2. Strong interest and commitment to the subject area.

b. Interpersonal criteria.

1. Ability to communicate effectively and listen to others.
2. Ability to provide unbiased perspective.
3. Ability to exercise independent judgment.

iii. Term.

- a. The term of the ad hoc committee shall not exceed one year.
- b. The term may be extended by resolution with a simple majority vote.

iv. Dissolution. Ad Hoc Committees may be dissolved as follows:

- a. By addressing and/or completing the assigned issues, goals, and tasks.
- b. Passage of time pursuant to Council Policy Section 3.06.010(4)(C)(iii)(a).
- c. Any council member may request dissolution of an Ad Hoc Committee subject to the following process:
 - a. Submit written request to the City Clerk to agendize the dissolution.
 - b. The City Clerk shall agendize the dissolution for the next regular council meeting.
 - c. Dissolution shall require a two-thirds super majority vote (5 votes).

5) COMMITTEE MEETINGS

- A) Committee meetings shall be open to the public; however, the Committee may hold closed meetings for the same reason(s) that the full Council holds closed sessions.
- B) Committee meetings shall be scheduled at a time and place to encourage public

attendance and input and to accommodate authorities and experts germane to the topic under study or review.

- C) Items that come up as a result of Committee deliberations which may not necessarily have been directly referred to the Committee and do not relate to the item under discussion, would be immediately referred to the entire Council for approval prior to further Committee consideration.
- D) The public shall be permitted to provide testimony before the Council Committee on the issue(s) under consideration. Their active participation in the Committee's discussions and deliberations will not be allowed unless approved by the Committee Chairperson.
- E) The Vice Chairperson shall assume all duties and responsibilities in the absence of the Chairperson.
- F) The Chairperson shall schedule Committee meetings and approve meeting agenda.
- G) The City Manager shall have notices of the Council Committee meetings prepared, calendars of Committee Meetings maintained, ensure distribution of meeting notices, and assign proper City staff to the Council Committee for topics under consideration.
- H) The presiding officer of the Council Committee meeting shall be the Committee Chairperson.
- I) Two Council Committee members shall constitute a quorum for conduct of Committee business. The Council Committee meeting may be conducted with one member present in which case, the Committee recommendations shall be submitted to the City Council as a Minority Council Committee Report.
- J) All Committee meetings shall be tape recorded. Such tapes shall be maintained on file for two years.

6) COUNCIL COMMITTEE REPORTS

- A) All reports to the City Council shall be in written form, unless time constraints on the issue under consideration do not allow so. In the latter case, the Chairperson shall present a verbal report to the City Council.
- B) Committee minutes shall summarize pertinent Committee discussions, including alternatives considered, relevant testimony by the public, findings, and support/justification for the Committee's recommendation(s).
- C) The Committee report shall be scheduled/placed on the City Council agenda at the direction of the Committee Chairperson.
- D) The City Manager shall provide the recorder for the Committee meetings and shall have prepared a report of the Committee's deliberations and recommendation(s). City Departments responsible for preparing Council Committee minutes shall report back to the full Council no later than the second meeting following the committee meeting.
- E) The Committee report, upon signature by Committee members, shall be filed with the

City Clerk and become a permanent record of the City.

§ 3.06.020. Responsibilities.

Mayor: Establish Council Committees with concurrence of City Council.

City Manager: Provide recorder for the Committee meetings.

§ 3.06.030. Relevant authority.

None applicable.

§ 3.06.040. Related administrative directive, city policy, city procedure.

None applicable.

§ 3.06.050. Related forms, documents, or links.

None applicable.

§ 3.06.060. Frequently asked questions.

None applicable.

§ 3.06.070. Update history.

7/6/81 - Adopted by Resolution No. 38,402

11/2/87 - Amended by Resolution No. 87-0603

3/5/90 - Amended by Resolution No. 90-0137

1/2/91 - Amended by Resolution No. 91-0017

1/28/91 - Amended by Resolution No. 91-0092

5/20/91 - Amended by Resolution No. 91-0357

10/7/91 - Amended by Resolution No. 91-0776

8/17/92 - Amended by Resolution No. 92-0542

12/19/94 - Amended by Resolution No. 94-0607

1/6/97 - Amended by Resolution No. 97-0012

5/24/05 - Amended by Resolution No. 05-0218

7/18/06 - Amended by Resolution No. 06-0371

1/9/07 - Amended by Resolution No. 07-0001

3/6/07 - Amended by Resolution No. 07-0081

City of Stockton, CA

§ 3.06.070

§ 3.06.070

2/2/10 - Amended by Resolution No. 10-0021

1/26/16 - Amended by Resolution No. 2016-01-26-1203

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION REVISING THE MAYOR'S APPOINTMENTS TO COUNCIL COMMITTEES

The Mayor has recommended updating the Council Committee's Roster with concurrence of the City Council; and

Council Policy 3.06 provides that Council Committees shall be established by the Mayor with City Council concurrence. A roster of appointments shall be updated and revised as new appointments occur and are confirmed by City Council resolution; and

Attached to this Resolution is an update Roster per the Mayor's recommendations and marked as Exhibit 1; now therefore,

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

1. City Council concurs with the Mayor's recommendations for revising the Committee Roster.

PASSED, APPROVED, and ADOPTED October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton

Council Appointments

Committee	Position	Appointee
Ad Hoc Committee on Homelessness	Chair	Michele Padilla
	Vice-Chair	Brando Villapudua
	Member	Mariela Ponce
	Alternate	Michael Blower
Audit	Chair	Michele Padilla
	Vice-Chair	Michael Blower
	Member	Brando Villapudua
	Alternate	Mario Enríquez
Budget	Chair	Christina Fugazi
	Vice-Chair	Michele Padilla
	Member	Mariela Ponce
	Alternate	Michael Blower
Community Improvement and Crime Prevention	Chair	Michael Blower
	Vice-Chair	Brando Villapudua
	Member	Mario Enriquez
	Alternate	Vacant
Charter Review Ad Hoc	Chair	Michele Padilla
	Vice-Chair	Mariela Ponce
	Member	Mario Enriquez
	Alternate	Vacant
Legislation/Environmental	Chair	Mario Enríquez
	Vice-Chair	Michele Padilla
	Member	Brando Villapudua
	Alternate	Michael Blower
Water	Chair	Brando Villapudua
	Vice-Chair	Michael Blower
	Member	Mario Enríquez
	Alternate	Mariela Ponce

EXHIBIT 1

California State University Stockton Center Site Authority	Member	Christina Fugazi
	Member	Mario Enríquez
	Member	Michael Blower
	Alternate Member	Brando Villapudua
City-County Coordinating Committee	Member	Christina Fugazi
	Member	Michele Padilla
City-County Port Liaison	Member	Christina Fugazi
City-County Transit District Liaison	Member	Michael Blower
	Member	Brando Villapudua
City of Stockton and Lincoln Unified School District 2x2 Joint Committee	Member	Mario Enríquez
	Member	Michael Blower
City of Stockton and Lodi Unified School District 2x2 Joint Committee	Member	Michele Padilla
	Member	Mariela Ponce
City of Stockton and Manteca Unified School District 2x2 Joint Committee	Member	Michele Padilla
	Member	Brando Villapudua
City of Stockton and Port of Stockton 3x3 Joint Committee	Member	Christina Fugazi
	Member	Brando Villapudua
	Member	Mario Enríquez
City of Stockton and Stockton Unified School District 3x3 Joint Committee	Member	Mario Enriquez
	Member	Brando Villapudua
	Member	Michele Padilla

EXHIBIT 1

City Selection Committee	Member	Christina Fugazi
	Alternate	Michele Padilla
AVA Community Energy Authority	Member	Christina Fugazi
		Michael Blower
League of CA Cities Central Valley Division Executive Committee	Member	Michael Blower
	Alternate Member	Mario Enríquez
League of CA Cities Legislative Liaison	Member	Mario Enríquez - Senator McNerney
	Member	Michele Padilla - Assembly Member
		Ransom
Eastern San Joaquin Groundwater Authority (GWA)	Member	Michael Blower
	Alternate Member	Brando Villapudua
	2nd Alternate	MUD Director or Designee
San Joaquin Area Flood Control Agency (SJAFA)	Chair	Brando Villapudua
	Member	Michael Blower
	Alternate Member	Mariela Ponce
San Joaquin Council of Governments Board (SJCOG)	Member	Christina Fugazi
	Member	Mario Enríquez
	Member	Mariela Ponce
	Alternate Member	Michele Padilla
San Joaquin County Advisory Water Commission	Member	Michael Blower
	Alternate Member	Brando Villapudua
San Joaquin Area Flood Control and Water Conservation District	Member	Brando Villapudua
	Member	Michael Blower
	Member	MUD Director or Designee
San Joaquin Partnership Board of Directors	Member	Christina Fugazi
Stockton Convention and Visitors Bureau (SCVB)	Ex Officio Member	Michael Blower
Stockton Parks & Recreation Commission	Member	Michelle Padilla

EXHIBIT 1

Tri-Valley - San Joaquin Valley Regional Rail Authority	Member	Christina Fugazi
Local Area Formation Commission (LAFCO)	Member	Christina Fugazi



City of Stockton

Legislation Text

File #: 26-1146, **Version:** 1

RECONSIDERATION OF RESOLUTION NO. 2025-01-07-0301 RATIFYING THE APPOINTMENT OF DISTRICT 6 COUNCILMEMBER JASON LEE AS VICE MAYOR

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public discussion regarding reconsideration of Resolution No. 2025-01-07-0301, adopted January 7, 2025, ratifying the appointment of District 6 Councilmember Jason Lee as Vice Mayor of the City of Stockton.
- Consider whether the continued appointment of Councilmember Jason Lee as Vice Mayor serves the institutional and operational interests of the City Council.
- Provide direction regarding any further action consistent with Article XI, Section 1103 of the Stockton City Charter, the Council Policy Manual, and applicable law.

Summary

At its January 7, 2025, meeting, the Stockton City Council unanimously approved Resolution No. 2025-01-07-0301, ratifying Mayor Christina Fugazi's nomination of District 6 Councilmember Jason Lee to serve as Vice Mayor.

The appointment was approved under Agenda Item 3.1, Legislative File No. 25-0002, by a vote of 7-0.

The resolution established a term commencing January 7, 2025, and continuing through December 31, 2026, following the next general municipal election.

Pursuant to Section 4.02.010(7)(B) of the Stockton City Council Policy Manual, an item previously voted upon may return for consideration when at least six months have elapsed since the Council's last vote on the matter.

More than six months have elapsed since the original appointment. Therefore, the prior resolution is eligible for renewed Council consideration under the City's adopted agenda procedures.

The purpose of this item is to provide the City Council with an opportunity to publicly revisit the appointment, evaluate the Vice Mayor designation, and determine whether further action is warranted and permissible.

DISCUSSION

Background

Background

- A. Article XI, Section 1103 of the Stockton City Charter establishes the office of Vice Mayor.
 - i. The Charter provides that the Mayor shall nominate one of the Councilmembers to serve as Vice Mayor, subject to ratification by the City Council.
 - ii. Section 1103(a) states that the term commences upon ratification and continues through December 31 following the next general municipal election.
 - iii. On January 7, 2025, Mayor Christina Fugazi nominated Councilmember Jason Lee for the position.
 - iv. The City Council approved the nomination through Resolution No. 2025-01-07-0301.
 - v. The motion was made by Councilmember Michele Padilla and seconded by Councilmember Michael Blower. All seven members of the City Council, including Councilmember Lee, voted in favor.
 - vi. The appointment, therefore, constituted an affirmative action of the full City Council.
- B. Authority to Reconsider a Previously Approved Agenda Item
 - i. Section 4.02.010(7) of the Stockton City Council Policy Manual governs the return of previously approved agenda items.
 - ii. The policy establishes three procedural circumstances under which an item may return for consideration:
 - 1. A motion for reconsideration has been approved pursuant to Rosenberg's Rules of Order.
 - 2. Six months have elapsed since the last meeting at which the item was voted upon.
 - 3. A majority of the entire Council membership has requested that the item return to the agenda .
 - iii. The original appointment occurred on January 7, 2025. Accordingly, the six-month requirement was satisfied on July 7, 2025.
 - iv. The proposed reconsideration is therefore procedurally eligible under Section 4.02.010 (7)(B).

1. Additionally, Section 4.02.010(6) permits a Councilmember, with the concurrence of at least one additional Councilmember during an open session, to request placement of an item on a subsequent Council agenda if the Mayor does not agree to place it.
- v. The Mayor may also initiate placement of the item through the ordinary agenda-setting process.
- vi. These provisions govern eligibility for agenda placement and renewed consideration. They do not independently establish authority to remove an incumbent Vice Mayor or override a term established by the City Charter.

2. Relevant Precedent

- A. At the July 21, 2026, City Council meeting, Vice Mayor Jason Lee, with concurrence from Councilmember Mario Enríquez, requested that the Council revisit a previously approved resolution concerning an appointment to the Office of the Mayor.
 - i. That matter subsequently appeared on the August 18, 2026, Council agenda as Item 10.1, Legislative File No. 26-0936, titled:
 1. RECONSIDERATION OF THE RESOLUTION APPOINTING A POSITION IN THE OFFICE OF THE MAYOR
 - ii. The item was presented for discussion following an earlier Council-approved appointment.
- B. The present proposal follows the same general procedural framework: returning a previously approved resolution to the Council for public discussion after the expiration of the six-month period prescribed in the Council Policy Manual.
 - i. However, the legal authority governing the underlying appointments differs. In particular, the Vice Mayor's appointment is expressly governed by Charter Section 1103, including its provisions concerning the nomination, ratification, term, and responsibilities of the office.

3. Charter Authority and Limitations

- A. Stockton City Charter Section 1103 provides for nomination of the Vice Mayor by the Mayor and ratification by the City Council.
 - i. Section 1103(a) establishes the designated term.
 - ii. Section 1103(b) provides that the Vice Mayor acts as Mayor during the Mayor's temporary absence or disability and performs specified duties when a vacancy occurs in the office of Mayor.

PURPOSE OF RECONSIDERATION

- The Vice Mayor serves an institutional leadership role and may be called upon to exercise the powers and duties of the Mayor in circumstances specified by the City Charter.
- The designation therefore carries responsibilities beyond those normally assigned to an individual Council district representative.
- Periodic evaluation of Council leadership structures may promote clarity in succession procedures, institutional continuity, public accountability, and effective Council operations.
- The proposed item would provide an opportunity to review the continued designation through a publicly noticed Council discussion.
- The item does not seek to remove Councilmember Lee from his elected District 6 position, alter his voting rights, or impair his ability to represent District 6.
- The subject of the discussion is limited to the separate Vice Mayor designation and the underlying appointment resolution.

FINANCIAL SUMMARY

There is no identified direct General Fund expenditure associated with conducting the proposed discussion.

Any financial effects associated with subsequent Council action, changes in administrative responsibilities, or related legal proceedings would require separate evaluation.

PUBLIC NOTICE

This item shall be placed on a duly noticed City Council agenda in accordance with the Ralph M. Brown Act, including California Government Code Section 54954.2, and applicable City procedures.

The agenda description should identify the prior appointment resolution and the possibility of Council discussion and direction concerning the Vice Mayor designation.

Any future resolution to rescind, modify, or replace the appointment should be supported by appropriate legal review and sufficiently specific public notice.

CONCLUSION

Resolution No. 2025-01-07-0301 was adopted by unanimous vote of the Stockton City Council on January 7, 2025.

More than six months have elapsed since its adoption, satisfying the procedural requirement established by Section 4.02.010(7)(B) of the Stockton City Council Policy Manual for renewed consideration of a previously decided matter.

The City Council may therefore discuss the prior resolution through a properly agendized item.

Whether the Council may take additional action affecting the current Vice Mayor's term remains subject to the provisions of Charter Section 1103 and a determination of the City's legal authority.



City of Stockton

Legislation Text

File #: 26-0955, **Version:** 1

REQUEST FOR CONSIDERATION OF AN APPEAL FILED BY PRIDE TRUCK SALES, LP OF THE PLANNING COMMISSION'S DENIAL OF AN ADMINISTRATIVE INTERPRETATION OF NONCONFORMING TRUCK SALES USE AT 2546 TURNPIKE ROAD (APN: 165-261-25 & 165-261-26) (P26-0148)

RECOMMENDATION

It is recommended that the City Council uphold the Planning Commission's interpretation of the Development Code that determined the former truck sales and other truck-related uses are not recognized as legal nonconforming uses at 2546 Turnpike Road (APN 165-261-25 & 165-261-26), and that the nonconforming use was voluntarily terminated by discontinuance and cannot be re-established.

Summary

Pride Truck Sales, LP (herein Applicant) is appealing the Planning Commission's July 9, 2026, determination that the truck-sales use at 2546 Turnpike Road is no longer a legal nonconforming use. (Attachment A - Location Map and Aerial Photo).

The use in question, Truck and Trailer sales, was recognized as legal nonconforming in 2018 when the City issued a business license to Pride Truck Sales, LP. At that time, the property was zoned Industrial, General (IG). The property was subsequently rezoned to Residential, Low Density (RL) in 2022 to achieve General Plan (Low Density Residential use) consistency, and the use retained its legal nonconforming status (Attachment B - Zoning Map).

The Applicant failed to renew its City business license, which expired on September 30, 2024. Under SMC Section 5.04.040(B), it is unlawful to conduct commerce without a valid business license; therefore, legal operation ceased upon expiration.

Based on the following, staff concluded that the nonconforming truck-sales use was discontinued for at least one year and the use lost its legal nonconforming status pursuant to Stockton Municipal Code (SMC) Section 16.228.060(C):

- The Applicant's business license for truck and trailer sales expired September 30, 2024.
- A valid business license is required to legally conduct sales within the City. Therefore, the truck-sales use could no longer legally operate after the license expired.
- The Applicant did not renew the license, request an extension of the nonconforming use, or otherwise contact the City regarding continuation of the use for a period of over one year from the business license expiration on September 30, 2024.

- On September 30, 2025, the use had been discontinued for one continuous year. Therefore, the use lost its nonconforming status pursuant to SMC Section 16.228.060(C).
- The Applicant did not contact the City regarding the nonconforming status until January 2026, more than 15 months after the business license expired.
- Activities such as truck storage, property maintenance, voluntary environmental remediation, security, utilities, and marketing the property for sale do not constitute the continued operation of the specific nonconforming use of truck sales.

On June 5, 2026, the Applicant filed an application for a Community Development Director's Determination per SMC Section 16.228.020(A)(4) to obtain a formal determination. The request for determination was forwarded from the Director to the Planning Commission in accordance with SMC Section 16.08.030(E), and the matter was brought before the Planning Commission on July 9, 2026. The Planning Commission considered the Applicant's position statements and voted 6-0 (1 absent) to uphold the Director's interpretation that the legal nonconforming truck-sales use had been voluntarily discontinued.

On July 17, 2026, the Applicant filed an appeal of the Planning Commission's interpretation of the Development Code, and requests that the City Council reconsider their evidence and find that the truck sales use be recognized as a current legal nonconforming use at 2546 Turnpike Road. The applicant asserts the following:

- Expiration of a business license does not constitute a discontinuation of use.
- Maintenance of the site constitutes a continuation of the nonconforming truck sales use.
- Bankruptcy proceedings constitute an involuntary discontinuance of use.

DISCUSSION

Background

For more than 25 years, the property has been used for trucking-related activities. Truck sales were documented as early as 1998 and were legally established under the property's former zoning.

In 2018, the City recognized the Applicant's truck and trailer sales as a legal nonconforming use. The City's 2018 correspondence advised the Applicant that the use needed to continue operating to retain its legal nonconforming status, and strongly recommended a new owner/tenant obtain a business license and self-document the commencement of use (Attachment C - 2018 Business License Approval).

Under the City's 1990, 2008, and 2018 Envision Stockton 2040 General Plans, the property has been designated Low Density Residential.

On January 27, 2022, the property was rezoned from IG to RL as part of the City's General Plan consistency rezoning program. The rezoning was done with advance notice sent to the property owner at the address identified in the County Assessment records. The property's truck sales use retained its legal nonconforming status with the zoning change.

On September 30, 2024, the Applicant's business license expired. The City had mailed a renewal notice to the address on file (i.e., listed on the business license) approximately seven weeks earlier. On November 7, 2024, the property owner's realtor contacted the City regarding the continuation of the use. Staff advised that the truck-sales use was nonconforming and that the new owner needed to obtain a business license and continue the use because the nonconforming rights would expire after 12 months of inactivity (Attachment D - City Correspondence). Staff did not receive any further communication regarding the use until January 2026, over one year after the relator's inquiry.

On September 30, 2025, one year after the expiration of the business license, the nonconforming status was deemed to have been voluntarily discontinued based on one (1) year of inactivity. This determination was made because, in accordance with SMC Section 16.228.040(c), nonconforming uses are only allowed to continue if operated lawfully. Upon the expiration of the business license, the business was no longer legally authorized to conduct sales due to the business license requirement in SMC Section 5.04.040(B).

In January 2026, the Applicant requested that the City recognize the nonconforming status of truck-uses on the site for the purpose of selling the property. At this time, the applicant was informed by staff that the nonconforming status had been lost and could not be re-established because the nonconforming use had not been present on site for a period over one (1) year, as indicated by the expired business license.

On June 5, 2026, the Applicant filed an application (P26-0148) for a Director's Determination to establish the truck sales use as a legal nonconforming use, per SMC Section 16.228.020 (Attachment E - Request for interpretation of the Development Code). The request for determination was forwarded from the Director to the Planning Commission in accordance with SMC Section 16.08.030(E), and the matter was brought before the Planning Commission on July 9, 2026. The Planning Commission considered the Applicant's request and voted 6-0 (1 absent) to determine that the truck-sales use had been voluntarily discontinued and could not be re-established as a nonconforming use (Attachment F - Planning Commission Resolution 2026-07-09-0601).

Present Situation

Appeal

The current request is an appeal of the Planning Commission's determination regarding the nonconforming status of truck sales at 2546 Turnpike Road (Attachment G - Appeal Letter and Supplemental Information). The Applicant asserts that the Planning Commission did not adequately address their position, and that uses persisted on site to retain the nonconforming status, thereby allowing truck sales to be legally reestablished.

STAFF ANALYSIS

The historic nonconforming use is not in dispute. Truck sales were legally established on the property

and were recognized as a legal nonconforming use when the Applicant was granted a business license in 2018. The current issue is whether the nonconforming rights for truck sales on the subject property were lost through discontinuance.

The Applicant's appeal primarily relies on three main arguments:

- Expiration of the business license does not automatically discontinue the nonconforming use.
- Property maintenance and trucks remaining on-site demonstrate continued use.
- Bankruptcy and related activities resulted in involuntary discontinuance.

SMC Section 16.228.060(C) provides that a nonconforming use loses its status when it is ceased or discontinued for a continuous period of at least one year, unless an applicable extension is granted.

Truck sales require a valid City business license to legally operate. The Applicant's business license expired on September 30, 2024, and was not renewed. Accordingly, the Applicant no longer had legal authorization to conduct truck sales on the property after that date. The Applicant also did not request an extension or demonstrate a good-faith effort to continue the nonconforming use. Therefore, on September 30, 2025, the use had been discontinued for one continuous year, and the nonconforming status was therefore lost.

The Applicant's ability to possibly obtain or renew a business license upon paying required penalties and fees does not restore a nonconforming land-use right after that right has been lost through discontinuance. The business license and nonconforming use are separate regulatory matters. Once a nonconforming use is discontinued for more than one year, paying penalties does not retroactively establish the land use during the inactive period, and therefore cannot restore the nonconforming rights to the use.

The Applicant asserts that the nonconforming use was continuous because trucks remained on the property and the property was otherwise maintained through truck storage, soil remediation, on-site security, use of utilities, general property maintenance, marketing the property for sale, and real estate negotiations.

Nonconforming uses are, by necessity, narrowly defined. The nonconforming use in question is limited to "Large Vehicle and Equipment Sales, Service, and Rental." The activities mentioned by the Applicant may demonstrate that the property remained occupied or maintained, but they do not constitute operation of the specific nonconforming use of truck sales. SMC Section 16.228.040(A)(1) allows a nonconforming *use* to be continued, maintained, sold, or transferred. It does not allow unrelated activities on the property to preserve a nonconforming use. Similarly, the presence of trucks after the business license expired does not establish that truck-sales operations continued. If sales are not legally authorized to occur on site (because a business license has expired), the use is not being maintained.

The Applicant asserts that the discontinuance was involuntary because of bankruptcy proceedings and the subsequent removal of trucks. Under SMC Section 16.228.060(C)(2), an involuntary discontinuance can only occur when a nonconforming use ceases for reasons other than the owner's

voluntary decision to discontinue the use, such as stop-work orders or construction in the right-of-way. In which case, the one-year period for reestablishing the use begins when the owner is notified (by the City) of the requirement to reestablish the involuntarily discontinued use. A business' insolvency or bankruptcy proceedings are not initiated by the City or another land-use authority and therefore do not establish involuntary discontinuance. Further, the Applicant entered "voluntary insolvency proceedings," as described in the appeal letter. Any result of these voluntary proceedings is a consequence of the applicant's voluntary actions and therefore cannot be deemed "involuntary."

Likewise, the soil remediation conducted at the property between 2021 and 2025 does not change staff's determination of voluntary discontinuance. The available information does not establish that a governmental agency required the Applicant to cease truck sales as a condition of the remediation; this work was conducted voluntarily by the Applicant to sell the property as part of their voluntary insolvency proceedings.

Planning Commission

On July 9, 2026, the Planning Commission considered the Applicant's arguments and voted 6-0 (1 absent) to determine that the truck-sales use had been voluntarily discontinued.

The Commission's interpretation satisfies the three findings required by SMC Section 16.08.030(B):

1. This interpretation is consistent with the applicable provisions of this Development Code.

The truck-sales use was not legally operating for more than one continuous year following expiration of the business license. Re-establishing the use after that period would be inconsistent with SMC Section 16.228.060(C).

2. This interpretation will not be detrimental to the public convenience, health, interest, safety, or general welfare of the City or injurious to the property.

The property is adjacent to residential development. Allowing a discontinued truck-related use to be re-established on the property would be inconsistent with the surrounding residential context and the public welfare. Locating an industrial use adjacent to a residential use has the potential to create adverse impacts on the existing residential population. These impacts include, but are not limited to, air quality, noise, and light and glare.

3. This interpretation will be consistent with the general land uses, objectives, policies, and programs of the General Plan, any applicable specific plan, precise road plan, or master development plan, and the intent of this Development Code.

The property is designated in the General Plan as Low Density Residential and is zoned RL. The property has been designated Low Density Residential under the City's 1990, 2008, and 2018 Envision Stockton 2040 General Plans. The current zoning was established in 2022 for General Plan consistency. Truck sales are prohibited in the RL zoning district. Further, SMC Section 16.228.010(B) establishes the intent of the nonconforming use regulations to allow existing nonconformities only under limited conditions and ultimately encourage their elimination.

Again, the Applicant let its business license expire on September 30, 2024. The Applicant did not legally conduct truck sales, request an extension, or demonstrate a good-faith effort to continue the truck sales use during the following year. The activities identified by the Applicant (property maintenance, truck storage, environmental remediation, security, utilities, marketing, and real estate negotiations) do not constitute continuation of the specific nonconforming truck-sales use per the SMC. Accordingly, the nonconforming use was voluntarily discontinued for more than one year and lost its nonconforming status on September 30, 2025. Unless this appeal is approved, the truck sales use cannot be re-established on the property as a nonconforming use.

Environmental Clearance

This determination is not subject to CEQA as it does not qualify as a “project” as defined in CEQA Guidelines Section 15378.

Public Comments

As of the writing of this staff report, no written comments have been submitted by the public. In anticipation of the appeal, the applicant submitted their entire appeal record to the City Council via the City Clerk on July 17, 2026.

FINANCIAL SUMMARY

The proposed action has no direct financial impact to the City. The site is currently vacant and has had no recorded commercial activity since at least September 2024.

Attachment A - Location Map and Aerial Photo

Attachment B - Zoning Map

Attachment C - 2018 Business License Approval and Letter to Applicant

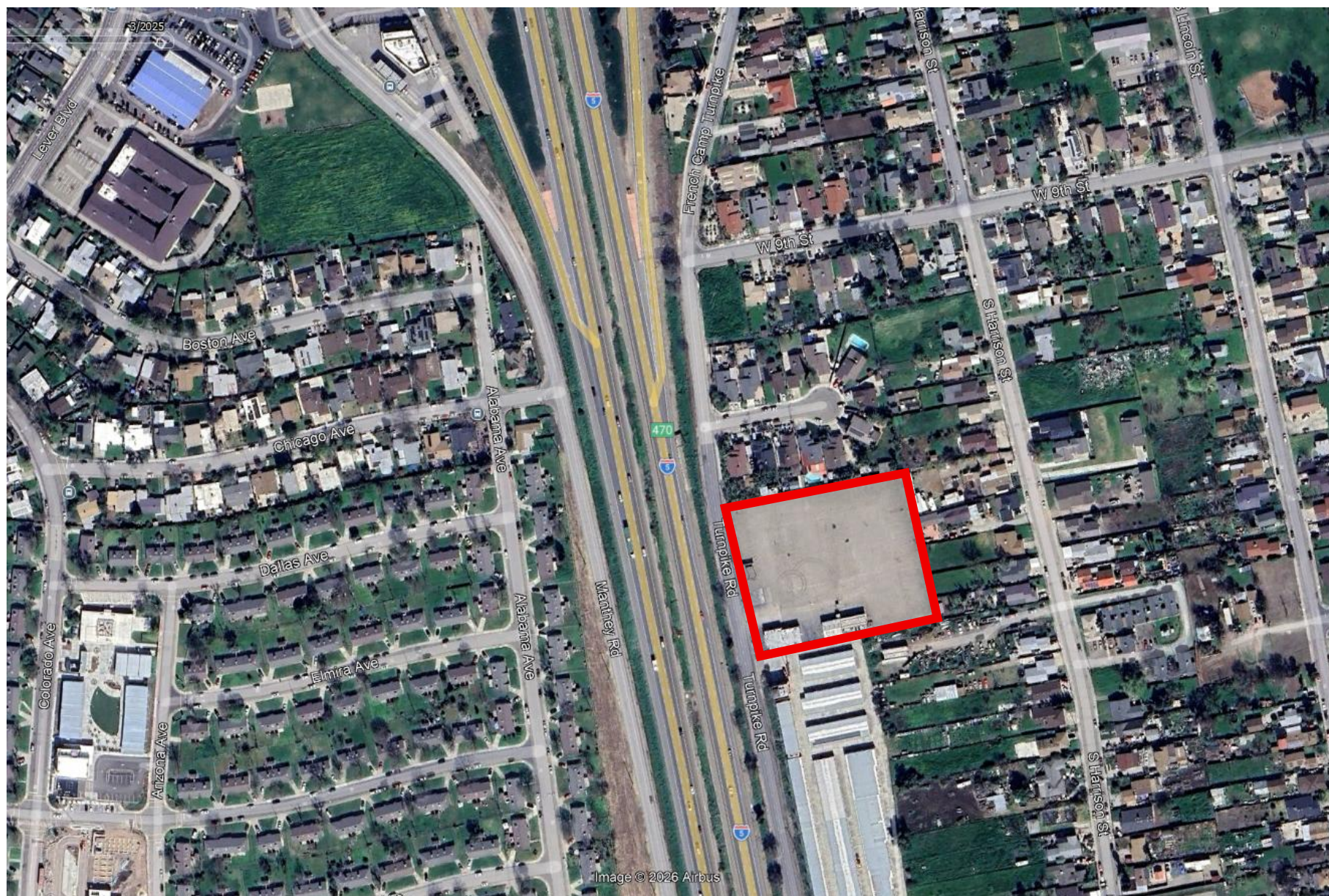
Attachment D - City Correspondence

Attachment E - Request for interpretation of the Development Code

Attachment F - Planning Commission Resolution 2026-07-09-0601

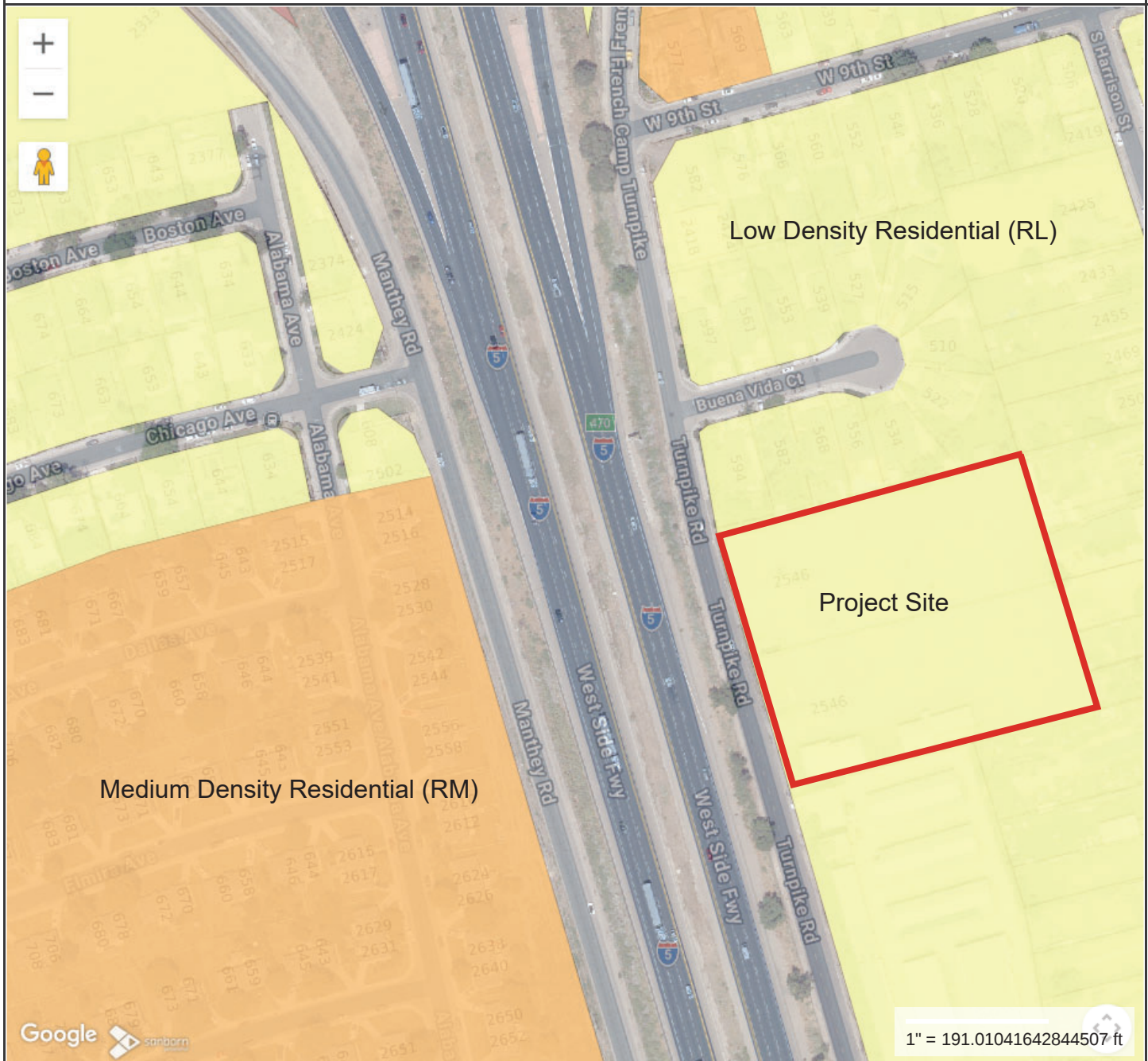
Attachment G - Appeal Letter & Supplemental Information

Location Map and Aerial Photograph



2546 Turnpike Rd, APNs 165-261-25 & 165-261-26 – Image Date: March 2025

2546 TURNPIKE ROAD



2026 Aerial



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

	COMMERCIAL AUTO DISTRICT (CA)
	DOWNTOWN COMMERCIAL (CD)
	GENERAL COMMERCIAL (CG)
	LARGE SCALE COMMERCIAL (CL)
	NEIGHBORHOOD COMMERCIAL (CN)
	OFFICE COMMERCIAL(CO)
	GENERAL INDUSTRIAL(IG)
	LIMITED INDUSTRIAL (IL)
	PORT (PT)
	LOW DENSITY RESIDENTIAL (RL/P)
	MEDIUM DENSITY RESIDENTIAL (RM/P)
	HIGH DENSITY RESIDENTIAL (RH/P)
	MIXED USE (MX)
	OPEN SPACE (OS)
	PUBLIC FACILITIES (PF)
	UNIVERSITY/COLLEGE (UC)
	RIGHT OF WAY (ROW)

City of Stockton, CA Zoning Data

FOR OFFICE USE ONLY:

TAX ACCT. # 19-132799
 CONTROL # 1145710
 TAG # _____ EXP: _____
 CLASS Misc
 SINC 5399 BOE 30

NOV 03 2018



CITY OF STOCKTON

ADMINISTRATIVE SERVICES DEPARTMENT
 REVENUE SERVICES DIVISION-BUSINESS LICENSE TAX
 425 North El Dorado Street • PO Box 1570 • Stockton, CA • 95201
 Phone (209) 937-8313 Fax (209) 937-7184
 Email: bl@stocktonca.gov
www.stocktonca.gov

BUSINESS LICENSE TAX APPLICATION

NEW _____ City of Stockton Number of Employees: Full Time 5 Part Time 0 Temporary 0
 CHANGE _____ From: N/A Date of Change N/A Bus Lic # N/A

NOTE: Any change in ownership, address, or business activity, requires a new application. The City of Stockton does not guarantee that information on this form will be exempt from disclosure under the Public Records Act.

****ALTERED OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED****

BUSINESS INFORMATION:

- Business Name (DBA) PRIDE TRUCK SALES, L.P. Phone (866) 252-8781
- Business Address (No PO Box) 2546 TURNPIKE RD Ste/Apt # _____ City STOCKTON State _____ Zip 95206
- Business Mailing Address 15666 SLOVER AVE Ste/Apt # _____ City FONTANA State _____ Zip 92337
- Business involved in renting residential or commercial real estate (Stockton only):
 Property Address 2546 TURNPIKE ROAD, STOCKTON, CA 95206
 Property Owner THE DAVIDSON LIVING TRUST Parcel # 165-261-250-000
- Business Activity Description TRUCK AND TRAILER SALES
- Are you Chamber of Commerce Green Certified? Yes _____ No X (For information contact Chamber of Commerce (209) 547-2770)
- Is this a "Green Industry" business? Yes _____ No X Square Footage of Business Facility 6,850
- Start date in Stockton 10/31/2018 Estimated Monthly Gross Receipts in Stockton \$ 80,000.00
- Contractor's only: Project Amount N/A CA Contractor's License # N/A
 Classification N/A Expiration Date N/A
- Seller's Permit # 251368448 Federal Tax ID # 38-3927139
- Check One: ☐ Single Owner ☐ Partnership ☐ Corporation ☒ LP ☐ LLC ☐ Trust
- Owner(s) Information: (Attach a separate piece of paper if additional space is needed.)
 1. Name SULAKHAN SINGH JOHAL Home Address (NO PO Box) 97 COASTLINE DR
 City BRAMPTON, ONTARIO State Canada Zip L6Y 0S4 Home Phone () 416-801-7375
 Soc. Sec. # 901-66-6765T Date of Birth 06/01/1967 Driver's Lic./I.D.# J61607268670601 State CANADA
 2. Name JASVIR SINGH JOHAL Home Address (NO PO Box) 4 PERGOLA WAY
 City BRAMPTON, ONTARIO State Canada Zip L6Y 5M6 Home Phone () 416-300-9009
 Soc. Sec. # NONE Date of Birth 03/04/1972 Driver's Lic./I.D.# J61603908720304 State CANADA

105 241 24

COMPLETE PAGE 2 OF THE APPLICATION

FOR OFFICE USE ONLY:

TAX ACCT # _____

Page 2

CONTROL # _____

Corporation, LLC, or LP Information:

Name (Must be Registered in California) PRIDE TRUCK SALES, L.P. Corp/LLC/LP # 201826400006

Names of Officers/Members

President: SULAKHAN SINGH JOHAL - LIMITED PARTNER Vice President: Jasvir Singh Johal - Limited PartnerAuthorized Agent: COREY GARLAND Contact Phone #: 866-252-8494

PLEASE NOTE:

The Issuing of your Business License is for revenue purposes only. It does not relieve you from the responsibility of complying with the requirements of any other department of the City of Stockton and/or any other ordinance, law or regulation of the City of Stockton, State of California, or any other governmental agency.

Business Licenses are not transferable. It is your responsibility to renew your Business License whether or not you receive a renewal notice. If you are no longer conducting business in the City of Stockton you must notify us in writing.

I HAVE READ AND UNDERSTAND THE TERMS ABOVE • I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

Corey Garland Fil Manager 10/4/18
Owner/Authorized Signature Title Date

Owner/Authorized Signature Title Date
Email Address: COREY@PRIDETRUCKSALES.COM

Disability Access and Education Fee (SB 1186)

On September 19, 2012, Governor Brown signed Senate Bill 1186 (SB 1186) into law. SB 1186 is intended to increase disability access, encourage compliance with construction-related accessibility requirements, develop education resources for businesses, and facilitate compliance with Federal and State disability laws. From January 1, 2013, and until December 31, 2017, cities and counties were required to collect a State mandated fee of \$1.00 from "any applicant for a local business license or equivalent instrument or permit, and from any applicant for the renewal of a business license or equivalent instrument or permit." Assembly Bill 1379 was passed on October 11, 2017, which extends the assessment of the fee indefinitely and also the State mandated fee from \$1.00 to \$4.00 from January 1, 2018 until December 31, 2023.

**State Mandated Disability Access and Education Revolving Fund.

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

- The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx
- The Department of Rehabilitation at www.rehab.ca.gov/net.gov
- The California Commission on Disability Access at www.coda.ca.gov

FOR OFFICE USE ONLY

Processed By: <u>[Signature]</u>		Date: _____	Business License Taxes	Amount
Dept. Must Approve or Deny	Authorized Signature and Date		Registration Tax	\$24.00
☒ Planning	Approved ☒ Denied ☐	<u>IG-Zone Permitted as legal non-Conforming use</u> APPROVED BY PLANNING CITY OF STOCKTON	License Tax	804.-
☐ Building	Approved ☐ Denied ☐		Mill Tax	
☒ Fire	Approved ☒ Denied ☐		Penalty	
☐ Police	Approved ☐ Denied ☐		State Mandated Disability Access and Education Revolving Fund	\$4.00
☐ Other	Approved ☐ Denied ☐		Total Due	812.-
<u>10/10/18</u> <u>See subject to inspection</u> <u>AUG 8, 2018</u> <u>in Accella.</u>			Expiration Date	<u>9/30/19</u>

REMEMBER TO PRINT A COPY FOR YOUR RECORD
NAME _____ DATE 10/14/18

Revised 1/2018



CITY OF STOCKTON

COMMUNITY DEVELOPMENT DEPARTMENT

345 North El Dorado Street • Stockton, CA 95202-1997 • (209) 937-8266 • Fax (209) 937-8893

August 6, 2018

Pride Group Enterprises
Attn: Vik Gupta
Vice President - Sales & Operations
6050 Dixie Road, Mississauga,
ON, L5T1A6, Canada

RE: Truck Sales and Parts Sales at 2546 Turnpike Rd (APN 165-261-25 & 165-261-26), Stockton, CA

Dear Vic:

This letter responds to a request for a determination as to whether Truck Sales and Parts Sales may continue to operate at 2546 Turnpike Road (APN 165-261-25, -26). The subject site is zoned Industrial General (IG) District and has a General Plan designation of Residential Low Density. We understand the reason for this determination is a potential change in property ownership or tenant.

Development Code §16.240.020 defines Auto and Vehicle Sales – Used, as follows, “Auto and Vehicle Sales—Used (Land Use). Establishments selling used automobiles, trucks, and vans. May also include repair shops and the sales of parts and accessories incidental to vehicle dealerships. Does not include: the sale of auto parts/accessories separate from a vehicle dealership (“Auto parts sales”); bicycle and moped sales (“Retail stores”); motorcycle sales (“Recreational vehicle and boat sales, leasing, and rental”); tire recapping establishments (“Major repair/body work”); businesses dealing exclusively in used parts (“Recycling—Scrap and dismantling yards”); semi- and heavy trucks (“Construction, farm, and heavy equipment sales”); moving rentals (“Outdoor retail sales”); or gas stations (“Auto and vehicle services—Fueling stations”).”

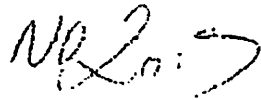
At present, Development Code Table 2-2 (Allowable Land Uses and Permit Requirements) prohibits Auto and Vehicle Sales – Used within the IG District. However, our records indicate the subject site has been continuously used for new and used truck sales (including incidental parts sales) since at least 1998 under valid business licenses (i.e., #9800056905 ctrl. Nu 48648 under the name ACME Truck Parts & Equipment Inc.; #1200109299 ctrl. Nu 94176 and #1200109161 ctrl. Nu 94176 under the name LKQ ACME Truck Parts). At the time that the use was commenced in 1998, the zoning designation for the site was Industrial Performance District (M-P) and wholesale distribution of new and used trucks and motor vehicle parts, new or used wholesale or retail sales, were permitted uses.

Development Code §16.228.060(C) (Loss of Nonconforming Status) provides, in relevant part, that the proposed use may continue under new ownership so long as it does not discontinue for a period longer

than 180 days. To retain and protect this legal nonconforming use status, we strongly recommend the new owner/tenant obtain a business license and self-document the commencement of use. Information on obtaining a business license is available on the City's website here: <http://stockton.gov/government/departments/adminservices/blic.html>. Attaching a copy of this letter to the business license application will also streamline the zoning compliance review.

Should you have any questions regarding the information contained in this letter, please contact me at (209) 937-8955 or nickolaos.zois@stocktonca.gov.

Sincerely,


 **Nickolas D. Zois, Assistant Planner**
City of Stockton, Community Development
345 N Eldorado Street, Stockton CA 95202
Office: 209.937.8955 | Fax: 209.937.6823

Scott Speer

From: Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>
Sent: Tuesday, February 17, 2026 10:32 AM
To: Scott Speer
Cc: Bachtel, Lauren; Hunker, Christopher; Alex Morrison; R.Benson; Alison Ho; Arturo Carrasco; Girardi, Frank [EHD]
Subject: Zoning & Use Question | 2546 French Camp Turnpike | Request for Director Review
Attachments: 2026-02-17 Letter to City Planning Department re 2546 French Camp.pdf
Importance: High

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Mr. Speer—

Pursuant to our call on January 28, 2026, please see the attached correspondence for the Director's review and consideration. Given the size and volume of the referenced attachments, my counsel—Lauren Bachtel—will send you the attachments under separate cover using a secure file transfer service.

Please do not hesitate to contact me should you or the Director need any additional information or documents.

Thanks,
Amtoj



Amtoj S. Randhawa, Esq.

Chief Legal Officer
Pride Group Enterprises

☎ (949) 749-2185

✉ Amtoj.Randhawa@PrideGroupEnterprises.com

🌐 PrideGroupEnterprises.com

📍 [200 Spectrum Center Dr., Suite 300, Irvine, CA 92618](#)



Please consider your environmental responsibility. Before printing this e-mail message, ask yourself whether you really need a hard copy.

IMPORTANT: The information contained in this communication, including any attachments, is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Pride Group Enterprises is not responsible for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: Scott Speer <Scott.Speer@stocktonca.gov>
Sent: Monday, January 26, 2026 11:01 AM
To: Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>; Arturo Carrasco <Arturo.Carrasco@stocktonca.gov>
Cc: Bachtel, Lauren <lauren.bachtel@linklaters.com>; Hunker, Christopher <christopher.hunker@linklaters.com>; Alex Morrison <alex.f.morrison@parthenon.ey.com>; R.Benson <r.benson@rcbenensonconsulting.com>; Alison Ho <alison.ho2@parthenon.ey.com>
Subject: RE: Zoning & Use Question - 2546 French Camp Turnpike

External Message: Caution Opening Links/Docs

Arturo is out sick today. I'm willing to discuss this further, however the Code is pretty clear on this. Operating without a business license does not constitute continuance of a legal non-conforming use, as the use is not in lawful operation. SMC §16.228.040.C.3.b specifically states that unlawful uses are not protected by the non-conforming use provisions.

I'm available for a meeting tomorrow 9:00-10:00am and 2:30-4:00 pm, Wednesday 9:00 – 10:00am, and Thursday 8:00 – 12:00.



Scott Speer

Planning Manager - Current Planning
 City of Stockton Community Development Department
 345 N. El Dorado Street, Stockton CA 95202
 Direct: 209-937-8195

From: Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>
Sent: Thursday, January 22, 2026 12:22 PM
To: Arturo Carrasco <Arturo.Carrasco@stocktonca.gov>; Scott Speer <Scott.Speer@stocktonca.gov>
Cc: Bachtel, Lauren <lauren.bachtel@linklaters.com>; Hunker, Christopher <christopher.hunker@linklaters.com>; Alex Morrison <alex.f.morrison@parthenon.ey.com>; R.Benson <r.benson@rcbenensonconsulting.com>; Alison Ho <alison.ho2@parthenon.ey.com>
Subject: RE: Zoning & Use Question - 2546 French Camp Turnpike

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Good afternoon Arturo—

Can you please let us know your and Scott's availability next week for a call to discuss this matter further?

We would like to discuss our options, including appealing the final decision and how best to reinstate the use we believe has been ongoing.

Thanks,
Amtoj



Amtoj S. Randhawa, Esq.

Chief Legal Officer
Pride Group Enterprises

☎ (949) 749-2185

✉ Amtoj.Randhawa@PrideGroupEnterprises.com

🌐 PrideGroupEnterprises.com

📍 [200 Spectrum Center Dr., Suite 300, Irvine, CA 92618](#)



Please consider your environmental responsibility. Before printing this e-mail message, ask yourself whether you really need a hard copy.

IMPORTANT: The information contained in this communication, including any attachments, is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Pride Group Enterprises is not responsible for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: Arturo Carrasco <Arturo.Carrasco@stocktonca.gov>

Sent: Wednesday, January 21, 2026 12:18 PM

To: Amtoj Randhawa <amtoj.randhawa@pridegrouppenterprises.com>; Scott Speer <Scott.Speer@stocktonca.gov>

Cc: Bachtel, Lauren <lauren.bachtel@linklaters.com>; Hunker, Christopher <christopher.hunker@linklaters.com>

Subject: RE: Zoning & Use Question - 2546 French Camp Turnpike

External Message: Caution Opening Links/Docs

Hi Amtoj,

I ran this by the Planning Manager, Scott Speer, cc'd here and he confirmed the loss a standing business license for over 12 months would constitute the loss of the nonconforming status by discontinuance ; therefore, the continued use of the site as a truck related use (sales, leasing, or maintenance) would no longer be permitted at the subject site as it is zoned RL (residential, low density). (SMC 16.228.060(C) (Loss of nonconforming status).

Thank you,



Arturo Carrasco, Senior Planner
Community Development Department
345 N El Dorado Street, Stockton CA 95202
arturo.carrasco@stocktonca.gov
Direct: 209.937.8955 | Office: 209-937-8266

From: Amtoj Randhawa <amtoj.randhawa@pridegrouppenterprises.com>
Sent: Wednesday, January 21, 2026 11:55 AM
To: Arturo Carrasco <Arturo.Carrasco@stocktonca.gov>
Cc: Bachtel, Lauren <lauren.bachtel@linklaters.com>; Hunker, Christopher <christopher.hunker@linklaters.com>
Subject: RE: Zoning & Use Question - 2546 French Camp Turnpike

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Good afternoon Arturo—

Following up on the below. Please connect with me the appropriate director and/or county attorney to discuss this matter further. Time is of the essence.

Thanks,
 Amtoj



Amtoj S. Randhawa, Esq.

Chief Legal Officer
 Pride Group Enterprises

☎ (949) 749-2185

✉ Amtoj.Randhawa@PrideGroupEnterprises.com

🌐 PrideGroupEnterprises.com

📍 [200 Spectrum Center Dr., Suite 300, Irvine, CA 92618](#)



Please consider your environmental responsibility. Before printing this e-mail message, ask yourself whether you really need a hard copy.

IMPORTANT: The information contained in this communication, including any attachments, is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Pride Group Enterprises is not responsible for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: Amtoj Randhawa
Sent: Tuesday, January 20, 2026 9:55 AM
To: 'Arturo Carrasco' <Arturo.Carrasco@stocktonca.gov>
Cc: Alison Ho <alison.ho2@parthenon.ey.com>
Subject: Zoning & Use Question - 2546 French Camp Turnpike

Good morning Arturo—

Thank you for taking the time to speak with me today.

As we discussed, even though the business license for the above-reference property may have expired more than 12 months ago, our company was present and active on site within the last 12 months. As I further explained, our company is presently a party to an active bankruptcy proceeding and is in the process of winding down our global operations and selling our real estate assets. We have also been in constant communication with the County and its environmental consultants in an effort to remediate certain environmental issues identified by the County.

Finally, as requested, please connect me with the county attorney and/or director you referenced on our call, so I can discuss this matter further with them.

Thank you again for your time.

Best,
Amtoj



Amtoj S. Randhawa, Esq.

Chief Legal Officer
Pride Group Enterprises

☎ (949) 749-2185

✉ Amtoj.Randhawa@PrideGroupEnterprises.com

🌐 PrideGroupEnterprises.com

📍 [200 Spectrum Center Dr., Suite 300, Irvine, CA 92618](#)



Please consider your environmental responsibility. Before printing this e-mail message, ask yourself whether you really need a hard copy.

IMPORTANT: The information contained in this communication, including any attachments, is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Pride Group Enterprises is not responsible for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: Arturo Carrasco <Arturo.Carrasco@stocktonca.gov>
Sent: Wednesday, January 14, 2026 10:34 AM
To: Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>
Cc: Alison Ho <alison.ho2@parthenon.ey.com>
Subject: RE: Zoning & Use Question - 2546 French Camp Turnpike

External Message: Caution Opening Links/Docs

Hi Amtoj,

I left you a voice mail earlier.
Let me know how I can assist you.

Thank you,



Arturo Carrasco, Senior Planner

Community Development Department
345 N El Dorado Street, Stockton CA 95202
arturo.carrasco@stocktonca.gov
Direct: 209.937.8955 | Office: 209-937-8266

From: Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>
Sent: Tuesday, January 13, 2026 9:52 AM
To: CDD - Planning <planning@stocktonca.gov>
Cc: Alison Ho <alison.ho2@parthenon.ey.com>
Subject: Zoning & Use Question - 2546 French Camp Turnpike
Importance: High

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Good morning—

Can someone please assist with my inquiry below? Time is of the essence.

Thanks,
Amtoj



Amtoj S. Randhawa, Esq.

Chief Legal Officer
Pride Group Enterprises

☎ [\(949\) 749-2185](tel:(949)749-2185)

✉ Amtoj.Randhawa@PrideGroupEnterprises.com

🌐 PrideGroupEnterprises.com

📍 [200 Spectrum Center Dr., Suite 300, Irvine, CA 92618](#)



Please consider your environmental responsibility. Before printing this e-mail message, ask yourself whether you really need a hard copy.

IMPORTANT: The information contained in this communication, including any attachments, is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Pride Group Enterprises is not responsible for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>
Sent: Thursday, January 8, 2026 10:13 PM
To: planning@stocktonca.gov
Subject: Zoning & Use Question - 2546 French Camp Turnpike

Good evening Ms. Hudson,

I called and left you a voicemail earlier today.

I am an in house attorney for Pride Group Enterprises and it's real estate holding companies, including French Camp Holding Corp. (the entity that owns the below referenced property).

Can you please call me tomorrow to discuss the below email?

Thanks,
Amtoj

Amtoj S. Randhawa, Esq.
Chief Legal Officer
Pride Group Enterprises
[\(949\) 749-2185](tel:(949)749-2185)
Amtoj.Randhawa@PrideGroupEnterprises.com
[200 Spectrum Center Dr., Suite 300, Irvine, CA 92618](https://www.pridegroupenterprises.com)

IMPORTANT: The information contained in this communication, including any attachments, is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Pride Group Enterprises is not responsible for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: CDD - Planning <planning@stocktonca.gov>
Sent: Thursday, November 7, 2024 11:34 AM
To: Davis, Daniel @ CA Central Valley <DT.Davis@cbre.com>
Cc: James Bergantino.Ctr <James.Bergantino.Ctr@stocktonca.gov>
Subject: RE: Zoning & Use Question - 2546 French Camp Turnpike

External

Hello,

I researched the site, and it appears that truck sales (“Auto and Vehicle Sales – Used” and “Auto and Vehicle Sales – New”) with accessory parts sales is an existing, legally established use on-site that was active prior to the property being zoned RL (Residential, Low Density).

Pursuant to [SMC Section 16.228.060\(C\)](#), discontinuance of a nonconforming use or structure, nonconforming due to use, shall result in the use or structure losing its nonconforming status if the use is ceased or discontinued for a continuous period of at least **one year**. Therefore, the same use may continue on-site under new ownership, as long as they obtain a valid business license with the City and the use has not ceased on-site for 12 months.

It is important that the new owner gets their business license and continues the existing use on-site as soon as possible, as after 12 months the truck sales will no longer be grandfathered in. Any new use on-site would have to be permitted in the RL zoning district (the site’s current zoning designation) as outlined in Table 2-2:

<https://ecode360.com/43712569#43712571>.

Truck sales is the only grandfathered use for the site. Any other industrial use would be treated as a new use on-site, which would not be allowed under the site’s current zoning.

Please let me know if you have any other questions.

Thank you,



Savannah Hudson
Assistant Planner

Community Development Department
345 N. El Dorado Street, Stockton CA 95202
Office: 209.937.8266 Direct: 209.937.8267

Twitter [@stocktonUpdates](#)

Facebook [@CityofStockton](#)

City Website <http://www.stocktonca.gov>

From: Davis, Daniel @ CA Central Valley <DT.Davis@cbre.com>

Sent: Thursday, November 7, 2024 9:30 AM

To: CDD - Planning <planning@stocktonca.gov>

Subject: RE: Zoning & Use Question - 2546 French Camp Turnpike

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Hi – following our conversation I would specifically like clarification on the following:

- Currently the property is being used for industrial/truck sales, if the property sells to a similar use who will operate the property in the same fashion will the use continue to be “grandfathered” in
- Or will the change of ownership regardless of a similar use trigger the property reverting back to its underlying zoning

Daniel Davis, SIOR, CCIM

Senior Vice President | Lic. 01964386

CBRE | Advisory & Transaction Services

3247 W. March Lane #100 | Stockton, CA 95219

T +1 209 476 2941 | C +1 925 683 6954

dt.davis@cbre.com | [LinkedIn](#)

From: Davis, Daniel @ CA Central Valley
Sent: Wednesday, November 6, 2024 11:46 AM
To: planning@stocktonca.gov
Subject: Zoning & Use Question - 2546 French Camp Turnpike

Can someone please give me a call at 925.683.6954 to confirm some zoning and use related questions for this property

APN: 165-261-25 & 165-261-26

Daniel Davis, SIOR, CCIM
Senior Vice President | Lic. 01964386
CBRE | Advisory & Transaction Services
3247 W. March Lane #100 | Stockton, CA 95219
T +1 209 476 2941 | C +1 925 683 6954
dt.davis@cbre.com | [LinkedIn](#)

Details about the personal data CBRE collects and why, as well as your data privacy rights under applicable law, are available at **[CBRE – Privacy Policy.](#)**

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



Amtoj S. Randhawa, Esq.
Chief Legal Officer
Pride Group Enterprises
200 Spectrum Center Dr., Suite 300
Irvine, CA 92618

February 17, 2026

VIA E-MAIL ONLY

Scott Speer
Planning Manager - Current Planning
City of Stockton Community Development Department
345 N. El Dorado Street
Stockton, CA 95202
Scott.Speer@StocktonCA.Gov

RE: Nonconforming Use Status of 2546 Turnpike Road, Stockton, CA 95206

Dear Mr. Speer:

On January 20, 2026, Pride Group Enterprises and/or its subsidiaries and affiliated entities—including, but not limited to, Pride Truck Sales L.P., Pride Fleet Solutions U.S.A., Inc., French Camp Holding Corp. and/or Tpine Leasing Capital L.P. (herein collectively referred to as “**Pride**”)—was informed by the City of Stockton (the “**City**”) Community Development Department (the “**CDD**”) that Pride had lost its legal “Auto and Vehicle Sales – Used” and “Auto and Vehicle Sales – New” nonconforming use status for 2546 Turnpike Road, Stockton, CA 95206 (the “**Site**”) due to its business license being expired.

For the reasons stated herein, the CDD’s decision to terminate Pride’s nonconforming use status is not supported by the City of Stockton Municipal Code (the “**Stockton Municipal Code**”), specifically Title 16 containing the Development Code (§§ 16.04.010 et seq.) (the “**Development Code**”) or Title 5 regarding Business Licenses and Regulations (§§ 5.04.010 et seq.) (“**Title 5**”), or Pride’s continual use and maintenance of the Site.

Pursuant to Section 16.08.030 of the Development Code, Pride requests that the City Community Development Director (the “**Director**”) issue an official interpretation that Pride has a legal nonconforming use at the Site and the status was not terminated. As required by Section 16.08.030(B) of the Development Code and demonstrated in this letter, this official interpretation is: (1) consistent with the applicable provisions of the Development Code; (2) will not be detrimental to the public convenience, health, interest,

safety, or general welfare of the City or injurious to the property; and (3) is consistent with the general land uses, objectives, policies, and programs of the General Plan, any applicable specific plan, precise road plan, or master development plan, and the intent of the Development Code.

Alternatively, if the Director finds that Pride has lost its nonconforming use of the Site due to its business license being expired, which is not supported by the Development Code or Title 5, Pride may file a motion with the U.S. Bankruptcy Court to seek relief and damages and costs from the City and to abandon the Site, which would include the abandonment of Pride's ongoing voluntary remediation efforts on the Site.

I. Background Information on Pride and the Site

a. Pride's Operations and Ongoing Bankruptcy Proceedings

Since 2010, Pride has operated a trucking and logistics conglomerate based in Canada with operations in Canada and the United States. Pride's businesses were managed from their headquarters in Mississauga, Ontario, Canada, and they maintained (and continue to maintain) facilities and operations in both Canada and the United States. Pride owns substantial assets located within the territorial jurisdiction of the United States, including, among other things, real estate properties, bank accounts, equipment, and trucks.

On March 27, 2024, Pride commenced bankruptcy proceedings in Canada (the "**Canadian Bankruptcy Proceedings**") before the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**"). The following day, the Canadian Court issued an initial order implementing a stay prohibiting creditors and other parties from taking actions against Pride and its assets. Shortly thereafter, on April 1, 2024, and April 15, 2024, certain of the Pride entities filed petitions in the U.S. Bankruptcy Court for the District of Delaware (the "**Court**"), commencing ancillary Chapter 15 cases in the United States to recognize the Canadian Bankruptcy Proceedings and aid and effectuate Pride's restructuring efforts in the U.S. (the "**Chapter 15 Cases**"). On May 2, 2024, the Court entered an order recognizing and giving legal effect to the Canadian Bankruptcy Proceedings and Canadian Court orders in the United States on a final basis, including extending the stay to Pride's U.S. assets.

As the cases progressed over the following months, it became clear that a reorganization of Pride on a going concern basis was not feasible. Accordingly, on October 10, 2024, the Canadian Court granted an order authorizing a centralized, coordinated, and controlled wind-down of Pride's remaining businesses and assets to maximize value for stakeholders (the "**Wind-Down Order**"). The Court subsequently entered an order enforcing the Wind-Down Order in the United States on November 7, 2024. Pursuant to Pride's wind-down plan and related court orders, the orderly liquidation of Pride's remaining assets is now being implemented, including the sale of all real property owned by Pride in the United States. The wind-down and sale of assets is necessary to maximize recovery for Pride's creditors and implement an orderly resolution of the Canadian Bankruptcy Proceedings and Chapter 15 Cases in accordance with the relevant court orders.

b. Pride's Historical and Continued Use of the Site

The Site is located on the east side of Turnpike Road within a moderately developed, mixed commercial and residential area of Stockton. The Site parcel numbers (APNs) are 165-261-250 and 165-261-260, totaling approximately 3.01 acres. Currently, the southern parcel of the Site is improved with three (3) commercial structures, including a 3,000-square-foot office building, a 2,250-square-foot shop building, and a 1,600-square-foot covered vehicle wash building. A small steel shed is located north-adjacent to the shop building that houses a domestic water well and pump system. The remaining portions of the Site are covered with gravel and asphalt paving and are utilized for the sale of commercial semi-trailer trucks.

The Site is surrounded by other similar commercial or industrial uses, including trucking companies (i.e., Freight Smart; Valley Farm Transport, Inc.; Bulk Transportation; Available Shippers, Inc.; California Tank Line, Inc.), a truck repair shop (i.e., Stockton Truck Repair) a tractor dealership (i.e., Garton Tractor, Inc.), distribution services (i.e., Weyerhaeuser Distribution), transportation services (i.e., Dedicated Delivery Professionals Inc.; White Arrow; AKB Transport Inc.), a pressure washing service (i.e., FORTIZ Inc.), a recycling center (i.e., Universal Service Recycling, Inc.), and self-storage facilities (i.e., StoragePRO Self Storage of Stockton; CubeSmart Self Storage). The surrounding area contains a mix of both industrial or commercial zoning – specifically, General Industrial, Light/Limited Industrial, and General Commercial – and residential zoning. Notably, the properties zoned for residential use surrounding the Site are currently located next to the Industrial Annex, according to the current General Land Use Map.

Since the 1950s, the Site has been used as an industrial site.¹ In the 1950s, the owners used the Site as a storage yard. By 1963, the southwestern portion of the Site was improved with office buildings. By 1975, the westernmost portion of the Site was redeveloped into a frontage road for Interstate Highway 5. Since 1990, the Site has been occupied by various auto parts and towing companies. Since it acquired the Site in 2022, Pride has used the Site as an industrial site for commercial semi-trailer truck sales.

When Pride acquired the Site on January 14, 2022, it was zoned as General Industrial. On January 27, 2022, the area was rezoned as Residential, Low Density through Resolution No. 2022-01-27-0503 by the Stockton Planning Commission. Resolution No. 2022-01-27-503 stated that the zoning amendments “will not impact the properties’ current use or remove any legally established use or structure.” Pride’s industrial use of the Site was grandfathered in as a legal nonconforming use, as its existing legally-established use was active on the Site at the time of rezoning, pursuant to Section 16.228.020 of the Development Code.

c. Pride's Voluntary Environmental Investigation and Remediation Efforts to Maintain the Site for Industrial Use

While Pride had not caused contamination on the Site, the historical industrial use of the Site led Pride to believe that environmental investigation and remediation may be

¹ See Attachment 1 – June 28, 2021 Phase I Environmental Site Assessment conducted by Pride's environmental consultant Fulcrum Resources Environmental.

warranted to maintain the Site for continued industrial use. In 2021, Pride voluntarily hired an environmental consultant – Fulcrum Resources Environmental – to conduct three (3) environmental site assessments: a Phase I Environmental Site Assessment (“**Phase I ESA**”), a Phase II Environmental Site Assessment (“**Phase II ESA**”), and an additional Phase II Environmental Site Assessment (“**Additional Phase II ESA**”) (collectively, the “**ESAs**”). The June 28, 2021 Phase I ESA found that, based on historical records, the Site was historically equipped with several generations of septic tank systems that were installed in the 1950s and reportedly removed by the 1980s.² The Phase I ESA identified the historic use of the Site by various auto parts and towing companies, in conjunction with the presence of an on-site septic tank and grease trap and lack of sampling data, to be recognized environmental conditions. Based on the environmental consultant’s recommendations, Pride voluntarily hired the environmental consultant to conduct an investigation to analyze the subsurface conditions at the Site, which was completed in the August 20, 2021 Phase II ESA.³ The Phase II ESA identified elevated soil vapor results; however, further risk assessment using the U.S. Environmental Protection Agency’s Office of Land and Emergency Management vapor intrusion risk assessment guidance identified no significant human health risk or reportable condition present from the contaminants reported in the soil vapor. The Phase II ESA also identified that groundwater samples from two (2) wells had elevated concentrations of Total Petroleum Hydrocarbon-diesel range organics (“**TPH-DRO**”). Based on the elevated concentrations of TPH-DRO, the environmental consultant recommended further investigation to assess the groundwater conditions at the Site.

Pride again voluntarily hired the environmental consultant to conduct the recommended additional investigation, which was analyzed in the November 9, 2021 Additional Phase II ESA.⁴ The Additional Phase II ESA investigation found that all contaminants, including TPH-DRO, were not detected at or above the reporting limits or standards. The environmental consultant recommended further investigation in the downgradient direction to define the extent of the TPH-DRO impact downgradient of the Site. Before any additional investigations, the environmental consultant recommended that Pride coordinate with the appropriate regulatory agency.

Based on this recommendation, Pride reached out to the San Joaquin County (the “**County**”) Environmental Health Department (the “**EHD**”) to inform it of the voluntary investigations conducted on Site to date and the additional investigations recommended by Pride’s environmental consultant. In 2022, Pride submitted the ESAs along with additional property documentation to the EHD to enter the Site in the Local Voluntary Cleanup Program for the purpose of assigning the EHD as the lead oversight agency to oversee any characterization or cleanup of the Site, pursuant to Section 101480 of the California Health and Safety Code.

² *Id.*

³ See Attachment 2 – August 20, 2021 Phase II Limited Subsurface Investigation conducted by Pride’s environmental consultant Fulcrum Resources Environmental.

⁴ See Attachment 3 – November 9, 2021 Additional Limited Subsurface Investigation conducted by Pride’s environmental consultant Fulcrum Resources Environmental.

Throughout 2022 and 2023, Pride and its environmental consultant coordinated with the EHD to prepare and implement the 2022 Work Plan⁵ and 2023 Work Plan Addendum,⁶ which included the following objectives to ensure the Site was maintained for continued industrial use:

- Evaluate soil and groundwater quality in the vicinity of the former shop building to determine presence and extent of contamination associated with a historical underground storage tank. Given the potential for historical releases of constituents of concern, subsurface investigation was warranted to assess possible impacts to soil and groundwater in the area.
- Assess soil and groundwater conditions in the area of the former septic system to identify potential contamination from historical discharges. Historical records suggest it may have received wastewater from vehicle parts washing activities. Given the potential for past releases of constituents of concern, environmental sampling was warranted to evaluate the impact to soil and groundwater in this area.
- Delineate the extent of petroleum hydrocarbon impacts in groundwater, specifically TPH-DRO, in the downgradient direction at the Site. Additional investigation was warranted to evaluate potential risks to human health and the environment.
- Collect and analyze a groundwater sample from the on-site domestic water well to evaluate potential impacts from petroleum hydrocarbons and other constituents of concern. The well remains a potential receptor of groundwater contamination. Further sampling was warranted to assess water quality and potential risks to human health.

A total of eleven (11) soil borings, thirty-three (33) soil samples, and eleven (11) groundwater samples were taken. The results did not identify any concentrations of contaminants above standards that identified a concern. Pride submitted to the EHD the December 11, 2021 Site Characterization and Closure Report prepared by Pride's environmental consultant, which demonstrated that the Site was safe and maintained for continued commercial use.⁷

Through February 2025, Pride continued to use the Site for the sale of commercial semi-trailer trucks. As of March 2025, to implement the Wind-Down Order, which required the winddown of the business including the sale of real property, Pride had removed the semi-trailer trucks from the Site to prepare the Site to sell to a buyer for continued industrial use. Such actions were necessary to ensure Pride continued to operate the Site in accordance with the terms of the Wind-Down Order.

⁵ See Attachment 4 – December 14, 2022 Site Characterization Work Plan prepared for submittal to EHD by Pride's environmental consultant Fulcrum Resources Environmental.

⁶ See Attachment 5 – June 22, 2023 Work Plan Addendum prepared for submittal to EHD by Pride's environmental consultant Fulcrum Resources Environmental.

⁷ See Attachment 6 – December 11, 2023 Site Characterization and Closure Report prepared for submittal to EHD by Pride's environmental consultant Fulcrum Resources Environmental.

The EHD had its environmental consultant, Condor Earth, review Pride's Site Characterization and Closure Report and corresponding documents.⁸ In July 2025, Condor Earth issued a Technical Memorandum, concluding that,

based on the analytical results and evaluation performed by [Pride's environmental consultant], that the site case may obtain site closure for continued commercial use. Contaminants remaining in groundwater at the site, including [TPH-]DRO, metals, and [volatile organic compounds] do not appear to rise to the level to present a significant risk to future occupants based on existing site conditions and land use designation. If land use designation changes are proposed in the future (i.e., residential use), further evaluation for environmental concerns will be necessary.⁹

Based on this recommendation and pursuant to Assembly Bill 304, the EHD found that the Site was eligible for a Certificate of Completion for Site Closure¹⁰ and proceeded to commence the required 30-day public notice-and-comment period prior to issuing the Certificate.¹¹ However, on July 15, 2025, during the public notice-and-comment period, the resident of one of the northwest adjoining residential properties expressed concern about potential impacts from remaining Site contaminants. The EHD determined that insufficient data was available to adequately assess potential off-site risks to sensitive receptors. Consequently, the EHD requested that Pride provide a work plan and conduct a supplemental investigation to evaluate soil vapor conditions along the northern and eastern property boundaries to assess potential vapor intrusion into the adjoining residential dwellings.¹²

After working closely with the EHD to prepare a work plan for this supplemental investigation,¹³ Pride performed supplemental soil vapor investigations on November 25, 2025.¹⁴ Based on the analytical results, the EHD's environmental consultant Condor Earth concluded that "a [vapor encroachment condition] relative to the northern adjoining residential dwellings cannot be ruled out."¹⁵ At this point, Pride had already spent more than \$105,700 to investigate, remediate, and maintain the site for continued industrial use.

Currently, the EHD is requesting that Pride undertake additional investigations to evaluate the potential for offsite vapor encroachment conditions.¹⁶ While Pride and the EHD

⁸ See Attachment 7 – July 3, 2025 Letter from EHD re: July 2, 2025 Technical Memorandum on Review of December 11, 2023 Site Characterization and Closure Report.

⁹ *Id.*

¹⁰ *Id.*

¹¹ See Attachment 8 – July 3, 2025 Public Notice Fact Sheet for Proposed No Further Action for Case Closure.

¹² See Attachment 9 – October 17, 2025 Letter from EHD re: October 13, 2025 Technical Memorandum on Review of August 18, 2025 Work Plan for Additional Investigation.

¹³ See Attachment 10 – August 18, 2025 Work Plan for Additional Investigation prepared for submittal to EHD by Pride's environmental consultant Blew & Associates, P.A.

¹⁴ See Attachment 11 – November 25, 2025 Supplemental Soil Vapor Sampling conducted at EHD's request by Pride's environmental consultant Blew & Associates, P.A.

¹⁵ See Attachment 12 – January 16, 2026 Letter from EHD re: January 15, 2026 Technical Memorandum on Review of January 6, 2026 Work Plan for Additional Investigation.

¹⁶ *Id.*

were coordinating on the work plan for the additional investigation,¹⁷ on January 20, 2026, the CDD informed Pride via a phone call that Pride's nonconforming use status for the Site terminated because its business license expired.

II. Pride's Nonconforming Use Status for the Site

a. City of Stockton Nonconforming Use Legal Requirements

Pursuant to the Development Code, "[a] nonconforming use shall be deemed to be a legal nonconforming use, if:

1. There is an existing valid use permit, if required;
2. There is evidence that the use was an allowed use at the time it was established;
3. There is evidence that the use was an allowed use, or had a use permit if required by the County, at the time it was annexed into the City; or
4. If the above information is not available, the Director shall review the evidence for status as to the legality of the nonconformity and issue a determination based upon information provided by the applicant and payment of a filing fee set by the Council's fee resolution."¹⁸

"A nonconforming use of land may be continued, maintained, sold, or transferred, provided that the use shall not be enlarged or increased in any manner (e.g., area, space, volume, or occupant load)".¹⁹

Pursuant to the Development Code, the nonconforming status of a use will be lost in the following circumstances:

1. *Termination by Change of Use*,²⁰ which is changing a nonconforming use to a conforming use;
2. *Termination by Discontinuance*,²¹ which is when the nonconforming use or structure is discontinued for a continuous period of at least one year;
3. *Termination by Destruction*,²² which is when the nonconforming structure(s), or conforming structure(s) used for a nonconforming use, is involuntarily damaged, demolished, or destroyed.

For Termination by Discontinuance, the Development Code states that "[e]xcept when extended in compliance with this chapter or the provisions of Chapter 16.168 (Use Permits), discontinuance of a nonconforming use or structure, nonconforming due to use, shall result in the use or structure losing its nonconforming status if the use is ceased or discontinued for a continuous period of at least one year from:

¹⁷ *Id.*

¹⁸ Stockton Municipal Code § 16.228.020(A) (emphasis added).

¹⁹ Stockton Municipal Code § 16.228.040(A)(1) (emphasis added).

²⁰ Stockton Municipal Code § 16.228.060(B).

²¹ Stockton Municipal Code § 16.228.060(C).

²² Stockton Municipal Code § 16.228.060(D).

1. **Voluntary.** The date the use is voluntarily ceased or discontinued;
or
2. **Involuntary.** The date the owner is notified of the requirement to reestablish the involuntarily discontinued use.”²³

The Stockton Municipal Code includes specific notice requirements. “Whenever any notice is required to be given under [the Stockton Municipal Code], the notice shall be served in the following manner unless a different process is specifically stated to apply:

1. Personal service; posting the notice conspicuously on or in front of the property; or certified mail, postage, prepaid, return receipt requested. Simultaneously, the same notice shall be sent by regular mail to the responsible person. If a notice that is sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to regular mail.
2. Mailings to the property owner shall be sent to the address listed in the last equalized assessment roll of the San Joaquin County Assessor.
3. In the event the responsible person is someone other than the property owner, a copy of the notice shall also be mailed to the property owner.”²⁴

The Stockton Municipal Codes defines “responsible person” as “a person who a Director determines is responsible for causing, permitting, or maintaining a public nuisance or a violation of the Municipal Code, Uniform Code or applicable State Codes. The term ‘responsible person’ includes, but is not limited to, a property owner, tenant, person with a legal interest in the property, person in possession of the property or person that exercises custody and control over the property.”²⁵

Regarding unlawful uses, the Development Code states, “[t]he right to continue occupancy of a property containing an illegal use or structure is not granted by this chapter.”²⁶ It goes on to clarify that “[t]he activity shall not be lawfully allowed to continue unless or until permits and entitlements required by the Development Code and the [Stockton] Municipal Code are first obtained.”²⁷

b. Pride's Nonconforming Use of the Site Should Not Be Terminated

On January 20, 2026, Pride was informed by the CDD via phone call that its nonconforming use status for the Site terminated because its business license expired, which falls within termination by discontinuance, according to the CDD. As such, the CDD informed Pride that, without the nonconforming use status, the Site is zoned for and must be used for Residential, Low Density.

Contrary to the CDD's assertions, there is no legal or factual basis for Pride to lose its nonconforming use status on the Site based on discontinuance. Pride has neither

²³ Stockton Municipal Code § 16.228.060(C).

²⁴ Stockton Municipal Code § 1.04.080(A).

²⁵ Stockton Municipal Code § 1.04.110.

²⁶ Stockton Municipal Code § 16.228.040(C)(3)(b).

²⁷ Stockton Municipal Code § 16.228.040(C)(3)(c).

voluntarily nor involuntarily discontinued its use on the Site “for a continuous period of at least one year”, which is the standard set by the Development Code for termination by discontinuance.²⁸ We address voluntary and involuntary discontinuance in turn below.

Regarding voluntary discontinuance, Pride has never voluntarily ceased or discontinued use on the Site. As described in detail in Sections I(b) and I(c) above, since January 14, 2022, when it acquired the Site, Pride has used and maintained the Site for truck sales, which is the legal nonconforming use permitted after the Site was rezoned as Residential, Low Density on January 27, 2022, through Resolution No. 2022-01-27-0503. From when it acquired the Site in 2022 until March 2025, Pride had a fleet of semi-trailer trucks on the Site and used the Site for truck sales. As of March 2025, to implement the Wind-Down Order, Pride had removed the semi-trailer trucks from the Site to prepare the Site to sell to a buyer for continued industrial use.

As described in Section I(c) above, starting in 2022 and through January 2026, Pride has worked closely with the EHD to voluntarily investigate the environmental conditions on the Site and taken actions to remediate and maintain the Site for the continued industrial use of truck sales, which has included work plans, soil and groundwater sampling and analysis, and site closure actions. Most recently, Pride’s environmental consultant was on the Site conducting remediation maintenance work in December 2025. At no point from when it acquired the Site in January 2022 through January 2026 has Pride discontinued use or maintenance of the industrial use of truck sales at the Site for a continuous period of at least one year.

The CDD stated multiple times to Pride that it is focused on measuring Pride’s use of the Site by only analyzing when trucks have been physically stored on Site. As of March 2025, Pride removed all trucks from the Site to implement the Wind-Down Order and prepare the Site for sale for continued industrial use. Even under the CDD’s narrow analysis, Pride has not discontinued use (i.e., storing trucks on the Site) for “a continuous period of at least one year”. Importantly, the CDD’s narrow analysis for use fails to take into consideration that the Development Code explicitly allows for a nonconforming use of land to be “maintained”,²⁹ among other things. As described in detail in Section I(c) above, from 2022 through January 2026, Pride spent significant time, resources, and money working closely with the EHD to investigate and take actions to remediate and maintain the Site for the continued industrial use. As such, Pride’s use and maintenance of the Site continued through January 2026.

Regarding involuntary discontinuance, the Development Code does not define what constitutes an “involuntary” discontinued use. Pride was informed, without proper notice, on January 20, 2026, that the CDD considered its nonconforming use terminated due to its business license being expired. Pride assumes that the CDD’s argument relies on the involuntary discontinued use provision because, as described above, Pride has never voluntarily ceased or discontinued use or maintenance of the Site. While the CDD stated that it was clear in the Development Code that the expiration of a business license results

²⁸ Stockton Municipal Code § 16.228.060(C).

²⁹ Stockton Municipal Code § 16.228.040(A)(1).

in the loss of a nonconforming use status, the Development Code does not say as much. The expiration of a business license is not a “circumstance” that the Development Code lists as a basis for terminating a nonconforming use status.

The Development Code states that the one-year clock for involuntary discontinuance and loss of nonconforming use status starts on “the date the owner is **notified** of the requirement to reestablish the involuntary discontinued use.”³⁰ Assuming for the sake of this argument that the expiration of the business license results in an involuntary discontinuance, Pride never received proper notice as required by Section 1.04.080(A) of the Stockton Municipal Code. Here, as Pride is the property owner, it is required that Pride be given notice via: (1) personal service, (2) posting notice conspicuously on or in front of the property, or (3) regular or certified mail. Neither Pride nor its registered agent received proper notice of the termination of its nonconforming use status. As such, Pride did not receive proper notice of the specific “requirement to reestablish the involuntary discontinued use”. Instead, on January 8, 2026, Pride was informed by its local broker that the CDD said that Pride’s nonconforming use was lost due to the expiration of its business license. On the same day, Pride called and emailed the CDD to discuss the information relayed by its local broker. On January 20, 2026, the CDD informed Pride via a phone call that Pride’s nonconforming use status for the Site terminated because its business license expired. Even assuming the CDD believes that the January 20, 2026 phone call satisfies the notice requirements of Section 1.04.080(A) of the Stockton Municipal Code (which it clearly does not), then Pride has only had an involuntary discontinued use pursuant to the CDD argument for less than one month, which does not satisfy the Development Code’s requirement that loss of nonconforming use status occurs after “a continuous period of at least one year”.

Accordingly, Pride has not voluntarily or involuntarily discontinued its industrial use of truck sales on the Site for “a continuous period of at least one year”, and thus, there is no legal basis under the Development Code to terminate its nonconforming use status.

While this should be sufficient to show that there is no legal or factual basis for Pride to lose its nonconforming use status on the Site, we would like to address an additional argument that the CDD has stated to Pride. The CDD has cited Section 16.228.040(C)(3)(b) of the Development Code as justification for terminating Pride’s nonconforming use status. As noted in Section II(a) above, the Development Code states, “[t]he right to continue occupancy of a property containing an illegal use or structure is not granted by this chapter.”³¹ It goes on to clarify that “[t]he activity shall not be lawfully allowed to continue unless or until permits and entitlements required by the Development Code and the [Stockton] Municipal Code are first obtained.” Contrary to how the CDD has used it to support the termination of Pride’s nonconforming use status, this provision does not address loss of nonconforming use status, which is explicitly addressed in Section 16.228.060 of the Development Code. Also, Section 16.228.040(C)(3)(b) of the Development Code, which the CDD relies on, must be read in conjunction with Section 16.228.040(C)(3)(c) of the Development Code, which explicitly addresses the continuance

³⁰ Stockton Municipal Code § 16.228.060(C) (emphasis added).

³¹ *Id.*

of an activity after receiving all necessary permits required by the Development Code and the Stockton Municipal Code. As such, there is no legal basis for the CDD to rely on Section 16.228.040(C)(3)(b) to terminate Pride's nonconforming use status.

To remedy the expired business license, Title 5 allows Pride to renew it upon paying the overdue business license tax and appropriate penalty amounts. Section 5.04.070 of Title 5 allows holders of delinquent licenses to pay a penalty of 15% of the license tax amount due for the period and an additional 15% of the license tax amount due for each month of delinquency thereafter, providing that the penalty amount does not exceed 60% of the license tax due. Additionally, Section 5.04.040(B) of Title 5 states that business license holders are required to pay 25% of the license fee due in additional penalties for engaging in business without the required license. Therefore, through payment of the overdue business license tax amount along with the penalty amounts, Pride's business license would be renewed and valid again for the current period upon submission of a renewal application.

Should the Director agree with the CDD's unfounded interpretation that the expiration of the business license may result in the loss of the nonconforming use status, the Director still has discretion under Sections 16.228.020(A) and 16.08.030 of the Development Code to find that the nonconforming use status has not been lost. Such a determination is supported by the following reasons:

- (i) Pride has voluntarily continued to investigate, remediate, and maintain the Site for its continued industrial use;
- (ii) The Site cannot be used for residential use without significant remediation, and, as discussed in Section III below, Pride will not spend the money and resources to investigate and remediate the Site to make it fit for residential use so the burden will fall on the City;
- (iii) The environmental issues at the Site will be detrimental to the public if zoned for residential use as-is without further remediation;
- (iv) The Site is surrounded by other similar conforming commercial and industrial zoning districts and is therefore consistent with general land uses and objectives of the General Plan and the intent of the Development Code; and
- (v) If Pride is forced to abandon the site (as discussed more in Section III below), the City is unlikely to find a person or company to occupy the Site for residential purposes due to the aforementioned environmental contamination and necessary remediation, which will result in the Site sitting vacant and the City will be hurt by the lost tax revenue.

The Director has broad discretion to issue a determination as to the legality of the nonconformity upon review of evidence for status.³² Based upon the information provided in this letter, the Director can review the above reasons as evidence to deem the

³² See Stockton Municipal Code § 16.228.020(A).

nonconforming use at the Site a legal nonconforming use that has maintained its legal nonconforming use status since Pride's acquisition of the Site on January 14, 2022.

III. Without the Nonconforming Use Status, Pride May File a Motion with the Court to Seek Relief and/or Abandon the Site and Immediately Cease Environmental Remediation Efforts

If the Director finds that Pride has lost its nonconforming use of the Site due to its business license being expired, which Pride has demonstrated is not supported by law or fact, and is unwilling to exercise his or her discretion to reinstate it, then Pride may seek appropriate relief from the Court and seek damages and costs from the City.

In addition, Pride may seek to abandon the Site by filing a motion with the Court seeking authority to abandon the Site, which would include ceasing Pride's ongoing voluntary environmental remediation efforts on the Site.

Pursuant to the Wind-Down Order, Pride is required to wind down its remaining business and assets, including the Site, to maximize value for its creditors. To implement the Wind-Down Order, Pride has been working to maintain the Site and sell it to a buyer for the continued industrial use of truck sales, which Pride has determined is the best way to maximize value. Pride has identified buyers that are interested in the Site for the continued industrial use of truck sales. Pride has already voluntarily spent more than \$105,780 to maintain the Site, and based on Pride's environmental consultant's recent quotes, at least an additional \$45,000 is necessary to complete the additional investigation that the EHD recommended to address the adjoining landowner concerns.

If the Director finds that Pride's nonconforming use is lost and the Site is now zoned and must be used for Residential, Low Density, the Site will need to undergo significant additional investigations and remediation to make it safe for residential use. Throughout the remediation process, Pride, the environmental consultants, and the EHD analyzed and maintained the site for the appropriate continued industrial use of truck sales, not for residential zoning. The EHD and its environmental consultant stated that, "[c]ontaminants remaining in groundwater at the site, including [TPH-]DRO, metals, and [volatile organic compounds] do not appear to rise to the level to present a significant risk to future occupants based on existing site conditions and land use designation. If land use designation changes are proposed in the future (i.e., residential use), further evaluation for environmental concerns will be necessary."³³ Pride's environmental consultant has stated that significant additional investigations and remediation efforts would be necessary to get the Site fit for residential use.

Pride will not spend the money and resources to investigate and remediate the Site to make it fit for residential use. As such, if Pride is not permitted to sell the Site to a buyer for continued industrial use for truck sales, then Pride may file a motion to abandon the Site and will not complete the remaining investigation and remediation to maintain the Site. This

³³ See Attachment 7 – July 3, 2025 Letter from EHD re: July 2, 2025 Technical Memorandum on Review of December 11, 2023 Site Characterization and Closure Report.

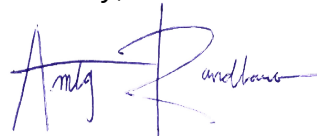
will result in the City having to spend significant resources and money to make the Site fit for residential use or it will sit as a vacant lot.

If the nonconforming status is terminated on the Site, it seems unlikely that the City will find a person or company to occupy the Site for residential use due to the aforementioned environmental contamination and necessary remediation. As such, the Site is likely to remain vacant, generate no economic activity for the City, and lose property tax revenue for the City. Pride has spent significant time, resources, and money to maintain the Site for its continued industrial use – including its efforts to complete additional investigation and remediation efforts in response to concerns from surrounding residents – and is planning to continue to maintain the Site for industrial use if the Site does not lose its legal nonconforming use. It is therefore in the City's best interest to continue Pride's legal nonconforming use to allow Pride to continue investigation and remediation efforts to maintain the Site for industrial use.

For the reasons stated herein, the CDD's decision to terminate Pride's nonconforming use status is not supported by law or fact. Pride requests that the Director issue an official interpretation pursuant to Section 16.08.030 of the Development Code that Pride has a legal nonconforming use at the Site and the status was not terminated.

If the Director needs additional information before making a determination, please contact me at (949) 749-2185 or Amtoj.Randhawa@PrideGroupEnterprises.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amtoj S. Randhawa". The signature is stylized with a large, looped "R" and a long horizontal stroke at the end.

Amtoj S. Randhawa, Esq.



PAYMENT RECEIPT

PAYMENT RECEIPT

Record Number: P26-0148

Site Address: 2546 TURNPIKE RD, STOCKTON, CA 95206
Parcel Number: 16526125
Receipt Date: June 05, 2026
Receipt Number: 5176511
Payor: Amtoj Randhawa
Payment Method: CC
Cashier ID: PUBLICUSER0

Payment Details

Description	Amount Due	Amount Paid
Technology Fee - Planning	\$78.38	\$78.38
Administrative Determinations/Waiver (ET)	\$52.25	\$52.25
Administrative Determinations/Waiver (PLN)	\$992.75	\$992.75
Community Rating System Admin Fee - Planning	\$62.70	\$62.70
Total Amount Paid:		\$1,186.08

Scott Speer**Subject:** FW: FINAL PRE-FILING NOTICE | California Government Code Section 815.6 Demand Letter**From:** Scott Speer**Sent:** Tuesday, June 2, 2026 4:17 PM**To:** Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>; Michael McDowell <Michael.McDowell@stocktonca.gov>; Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; CDD - Planning <planning@stocktonca.gov>; Taryn Jones <Taryn.Jones@stocktonca.gov>; Zoey Merrill <Zayante.Merrill@stocktonca.gov>**Cc:** Bachtel, Lauren <lauren.bachtel@linklaters.com>; Alex Morrison <alex.f.morrison@parthenon.ey.com>; Alison Ho <alison.ho2@parthenon.ey.com>; R.Benson <r.benson@rcbenensonconsulting.com>**Subject:** RE: FINAL PRE-FILING NOTICE | California Government Code Section 815.6 Demand Letter

Amtoj,

As I confirmed on May 28th, the City has received your application for an Administrative Interpretation. However, the City expressly rejects the “Rider to City Planning Application and Reservation of Rights” and does not accept the Rider as part of the Application. The California Commercial Code Section 1308 applies to commercial transactions relating to goods and not to municipal or administrative services of the type you have applied for. Accordingly, the Application, excluding the Rider, will be processed once payment is received, consistent with the City Municipal Code and standard procedure, unless you withdraw the Application. You will be receiving the invoice for payment shortly.

Best regards,

**Scott Speer**

Planning Manager – Current Planning
 Community Development Department
 501 W Weber Ave., Bldg 2 Stockton CA 95203
 Direct: 209.937.8195 | Office: 209-937-8266

From: Scott Speer**Sent:** Thursday, May 28, 2026 3:15 PM**To:** Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>; Michael McDowell <Michael.McDowell@stocktonca.gov>; Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; CDD - Planning <planning@stocktonca.gov>; Taryn Jones <Taryn.Jones@stocktonca.gov>; Zoey Merrill <Zayante.Merrill@stocktonca.gov>**Cc:** Bachtel, Lauren <lauren.bachtel@linklaters.com>; Alex Morrison <alex.f.morrison@parthenon.ey.com>; Alison Ho <alison.ho2@parthenon.ey.com>; R.Benson <r.benson@rcbenensonconsulting.com>**Subject:** RE: FINAL PRE-FILING NOTICE | California Government Code Section 815.6 Demand Letter

Amtoj,

Thank you for the application. I will have our City Attorney’s Office look over the rider, and once cleared by them, process and invoice the application. When the invoice is received, please submit payment

ATTACHMENT E

promptly to ensure the process is not delayed. As provided in the application, the invoice will be sent to Amtoj.Randhawa@PrideGroupEnterprises.com, and will include a link for payment. If unable to pay online, a check for the invoiced amount can be sent to:

City of Stockton Community Development Department
c/o Scott Speer
501 W. Weber Ave., Bldg 2
Stockton, CA 95203

Best regards,



Scott Speer

Planning Manager – Current Planning
Community Development Department
501 W Weber Ave., Bldg 2 Stockton CA 95203
Direct: 209.937.8195 | Office: 209-937-8266

From: Amtoj Randhawa <amtoj.randhawa@pridegroupenterprises.com>

Sent: Thursday, May 28, 2026 2:27 PM

To: Michael McDowell <Michael.McDowell@stocktonca.gov>; Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; Scott Speer <Scott.Speer@stocktonca.gov>; CDD - Planning <planning@stocktonca.gov>; Taryn Jones <Taryn.Jones@stocktonca.gov>; Zoey Merrill <Zayante.Merrill@stocktonca.gov>

Cc: Bachtel, Lauren <lauren.bachtel@linklaters.com>; Alex Morrison <alex.f.morrison@parthenon.ey.com>; Alison Ho <alison.ho2@parthenon.ey.com>; R.Benson <r.benson@rcbenensonconsulting.com>

Subject: FINAL PRE-FILING NOTICE | California Government Code Section 815.6 Demand Letter

Importance: High

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Dear all—

In the interest of ensuring the record accurately reflects the history of this matter, we wanted to briefly note the following before proceeding. Pride submitted its formal request for a Director's Interpretation on February 17, 2026, in accordance with the instructions provided during our January 28, 2026 call with Mr. Scott Speer (Planning Manager) and received written confirmation from your office on February 18 that all materials had been forwarded to Director Stephanie Ocasio. Following seven unanswered follow-up communications between February and March, Pride served a formal demand letter on April 6, 2026 to the Director, Mr. Speer, and the Office of the City Clerk. In response, on April 16, 2026, the Director stated via email that the City was meeting internally and requested "concurrence of an April 23, 2026 response date." Pride agreed to extend the response deadline to April 23, 2026.

On April 22, Pride received an email from Mr. Speer stating that Pride needed to submit a completed City Planning Application, which was attached to the email, and a fee of \$1,186.08. Mr. Speer stated that "[t]he materials you have already provided are sufficient, and no additional documentation is required for processing at this time." Notably, the City Planning Application requirement does not appear in the plain text of SMC § 16.08.030 and had not previously been mentioned by the City at any point in this already 2-month+ process. Pride replied on the same day, agreeing to pay the fee and explaining that Pride had fully complied with the requirements of SMC Section 16.08.030 as written, and that the City's sudden

demand for a separate, completed City Planning Application is not supported by law and must be disregarded as an improper attempt to delay a formal determination pursuant to both Stockton's own regulations and the California Government Claims Act (Gov. Code §§ 810-996.6) provisions. Pride reiterated the 45-day response deadline set by California law. In response to a follow-up email, on April 27, 2026, the Director stated that "[w]e are currently reviewing your response to said email and will get back to you soon."

Following several unanswered follow-up communications, on May 26, 2026, Assistant Director Mike McDowell emailed Pride on behalf of the Director. The email did not address Pride's objection to providing the City Planning Application but instead stated that no City Planning Application was ever submitted and "[I]t is the City's position, that you have voluntarily chosen not to follow this fair and required process." Pride notes for the record that the City's own April 22, 2026 correspondence expressly confirmed that "a formal Director's Interpretation is required pursuant to Municipal Code Section 16.08.030" — which is precisely the determination Pride has been requesting since February 17, 2026. No communication from the City has suggested that a Planning Commission referral is necessary or appropriate in this instance, and Pride's request remains directed to the Director accordingly.

Notwithstanding Pride's position — which remains unchanged — and without waiving any rights or remedies available to it under the April 6, 2026 demand letter or otherwise, including under Government Code §§ 912.4(c), 945.6, and 946, Pride submits the enclosed City Planning Application solely to remove any stated impediment to the Director's issuance of a formal Director Interpretation. This submission is made under protest and is not to be construed as an admission that such form is required under SMC § 16.08.030 or applicable law, or that Pride's February 17, 2026 submission was in any respect deficient. Pride respectfully requests that the Director issue a formal interpretation without further delay.

Best,
Amtoj



Amtoj S. Randhawa, Esq.

Chief Legal Officer
Pride Group Enterprises

☎ [\(949\) 749-2185](tel:(949)749-2185)

✉ Amtoj.Randhawa@PrideGroupEnterprises.com

🌐 PrideGroupEnterprises.com

📍 [200 Spectrum Center Dr., Suite 300, Irvine, CA 92618](#)



Please consider your environmental responsibility. Before printing this e-mail message, ask yourself whether you really need a hard copy.

IMPORTANT: The information contained in this communication, including any attachments, is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Pride Group Enterprises is not responsible for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: Scott Speer <Scott.Speer@stocktonca.gov>
Sent: Wednesday, April 22, 2026 9:04 AM
To: Amtoj Randhawa <amtoj.randhawa@pridegrouppenterprises.com>; Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>
Cc: Bachtel, Lauren <lauren.bachtel@linklaters.com>; Alex Morrison <alex.f.morrison@parthenon.ey.com>; Alison Ho <alison.ho2@parthenon.ey.com>; R.Benson <r.benson@rcbensonconsulting.com>; Michael McDowell <Michael.McDowell@stocktonca.gov>; Taryn Jones <Taryn.Jones@stocktonca.gov>
Subject: RE: URGENT - California Government Code Section 815.6 Demand Letter

External Message: Caution Opening Links/Docs

Amtoj,

In reviewing the materials submitted regarding your request for an official determination on the legal nonconforming status of trucking-related operations at 2546 French Camp Turnpike, the Stockton Community Development Department has determined that a formal Director's Interpretation is required pursuant to Stockton Municipal Code (SMC) Section 16.08.030. The Director's Interpretation process ensures that the City's determination is issued in a formal, documented manner and, if necessary, allows for consideration by the Planning Commission at a public hearing.

Please submit the completed application (attached) to planning@stocktonca.gov at your earliest convenience. In accordance with SMC Section 16.08.030(A), the application is subject to the applicable fee of \$1,186.08, which will be invoiced upon application intake. The materials you have already provided are sufficient, and no additional documentation is required for processing at this time.

The City understands the importance of this request and is prepared to issue a formal determination as expeditiously as possible upon receipt of a complete application consistent with the requirements of Stockton Municipal Code Section 16.08.030.

Thank you,



Scott Speer

Planning Manager – Current Planning

Community Development Department
 501 W Weber Ave., Bldg 2 Stockton CA 95203
 Direct: 209.937.8195 | Office: 209-937-8266

Resolution No. **2026-07-09-0601**

STOCKTON PLANNING COMMISSION

RESOLUTION TO DETERMINE THE STATUS OF NONCONFORMING TRUCK SALES USE AT 2546 TURNPIKE ROAD (APN: 165-261-25 & 165-261-26) (P26-0148)

On November 8, 2018, Pride Truck Sales, L.P. was issued a business license for a legal nonconforming use of Truck and Trailer Sales at 2546 Turnpike Road, which consists of two parcels, APNs 165-261-25 and 165-261-26; and

On January 27, 2022, the zoning of 2546 Turnpike Road was changed from IG (Industrial, General) to RL (Residential, Low Density) to conform with the City of Stockton's General Plan; and

On September 20, 2024, the business license for Pride Truck Sales, L.P. expired; and

On September 20, 2025, the legal nonconforming use of the site was deemed to be voluntarily discontinued after one (1) year of inactivity; and

On June 5, 2026, Amtoj S. Randhawa, on behalf of Pride Group Enterprises, submitted payment and applied for an Administrative Interpretation of Code pursuant to Stockton Municipal Code Section 16.08.030(b), requesting an interpretation that Pride Truck Sales, L.P. has a legal nonconforming use allowing truck Sales at 2546 Turnpike Road; and

The Community Development Director elected to forward this interpretation of Code to the Planning Commission in accordance with SMC Section 16.08.030(E); and

On July 9, 2026, the Planning Commission, at its regular scheduled meeting, reviewed the request, at which point all persons wishing to be heard were provided such opportunity; now, therefore,

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

A. The foregoing recitals are true and correct and are incorporated herein by reference.

B. Based on its review of the entire record herein, the Planning Commission makes the following findings:

California Environmental Quality Act

The proposed project is not subject to the California Environmental Quality Act (CEQA) as it is not a "Project" as defined in CEQA Guidelines section 15378.

INTERPRETATION OF CODE

Per SMC Section 16.08.030(B), the following findings cannot be made in the affirmative to re-establish truck sales at 2546 Turnpike Road:

1. This interpretation is consistent with the applicable provisions of this Development Code.

Legal truck sales uses were discontinued for a period longer than one (1) year, commencing on September 30, 2024 with the expiration of a valid business license. Re-establishing the truck sales use as nonconforming after one (1) year would be inconsistent with SMC §16.228.060(C).

2. This interpretation will not be detrimental to the public convenience, health, interest, safety, or general welfare of the City or injurious to the property.

The subject property is adjacent to inhabited residential property on two sides. Allowing the re-establishment of truck-related uses adjacent to inhabited residential property would be detrimental to the health, interest, safety, and general welfare of City residents.

3. This interpretation will be consistent with the general land uses, objectives, policies, and programs of the General Plan, any applicable specific plan, precise road plan, or master development plan, and the intent of this Development Code.

The intent of the Development Code for nonconforming uses, as stated in SMC § 16.228.010(b), is to "[...] provide for their eventual elimination, but would allow them to exist under the limited conditions identified in this chapter." The limited conditions identified in Chapter 16.228 include the voluntary discontinuance of use which has been demonstrated to apply to the former truck sales use on the subject property.

//
//
//
//
//
//
//
//
//
//

PLANNING COMMISSION ACTION

Based on its review of the entire record herein, including the July 9, 2026, Planning Commission staff report, all supporting, referenced, and incorporated documents, and all comments received, the Planning Commission hereby determines that truck sales and other truck-related uses are not recognized as legal nonconforming uses at 2546 Turnpike Road (APN 165-261-25 & 165-261-26) on the basis of voluntary discontinuance.

PASSED, APPROVED, and ADOPTED July 9, 2026.



TERRY HULL, CHAIR
City of Stockton Planning Commission

ATTEST:



MICHAEL MCDOWELL, SECRETARY
City of Stockton Planning Commission



Appeal Letter & Supplemental Information

Due to the volume of material, the appeal letter and attached documentation are not physically attached to this report and can be found at the following link:

<https://stocktonca.sharepoint.com/sites/ExternalShared/OPTIC-Public/Documents/Forms/AllItems.aspx?id=%2Fsites%2FExternalShared%2FOPTIC%2DPublic%2FDocuments%2FCDD%2FProject%2DFiles%2D10%2D13%2D2026%2Ezip&parent=%2Fsites%2FExternalShared%2FOPTIC%2DPublic%2FDocuments%2FCDD&p=true&ga=1>

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AFFIRMING THE PLANNING COMMISSION INTERPRETATION OF THE DEVELOPMENT CODE DETERMINING TRUCK SALES AND OTHER TRUCK-RELATED USES ARE NOT RECOGNIZED AS NONCONFORMING USES AT 2546 TURNPIKE ROAD (APN: 165-261-25 & 165-261-26) (P26-0148)

On November 8, 2018, Pride Truck Sales, L.P. was issued a business license for a legal nonconforming use of Truck and Trailer Sales at 2546 Turnpike Road, which consists of two parcels, APNs 165-261-25 and 165-261-26; and

On January 27, 2022, the zoning of 2546 Turnpike Road was changed from IG (Industrial, General) to RL (Residential, Low Density) to conform with the City of Stockton's General Plan; and

On September 30, 2024, the business license for Pride Truck Sales, L.P. expired, disallowing legal sales activities on the site; and

On September 30, 2025, the legal nonconforming use of the site was deemed to be voluntarily discontinued after one (1) year of inactivity; and

On June 5, 2026, Amtoj S. Randhawa, on behalf of Pride Group Enterprises, submitted payment and applied for an Administrative Interpretation of Code pursuant to Stockton Municipal Code Section 16.08.030(b), requesting an interpretation that Pride Truck Sales, L.P. has a legal nonconforming use allowing truck Sales at 2546 Turnpike Road (P26-0148); and

The Community Development Director elected to forward this interpretation of Code to the Planning Commission in accordance with SMC Section 16.08.030(E); and

On July 9, 2026, the Planning Commission, at its regular scheduled meeting, reviewed the request, and determined that the former truck sales and other truck-related uses are not currently recognized as nonconforming uses at 2546 Turnpike Road (APN 165-261-25 & 165-261-26) and that the nonconforming truck sales use at 2546 Turnpike Road was voluntarily terminated by discontinuance and therefore cannot be re-established on the site; and

On July 17, 2026, Amtoj S. Randhawa, on behalf of Pride Group Enterprises, submitted payment and applied for an Appeal to the Planning Commission determination of the nonconforming use (the "Appeal"); and

On October 13, 2026, the City Council, at its regular scheduled meeting, convened a public hearing regarding the Appeal of the Planning Commission's decision; now, therefore,

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

A. The foregoing recitals are true and correct and are incorporated herein by reference.

B. Based on its review of the entire record herein, the City Council makes the following determinations:

California Environmental Quality Act

The proposed project is not subject to the California Environmental Quality Act (CEQA) as it is not a "Project" as defined in CEQA Guidelines section 15378.

Interpretation of Code

Per SMC Section 16.08.030(B), the following findings cannot be made in the affirmative to re-establish truck sales as a nonconforming use at 2546 Turnpike Road:

1. This interpretation is consistent with the applicable provisions of this Development Code.

Legal truck sales uses were discontinued for a period longer than one (1) year, commencing on September 30, 2024, with the expiration of a valid business license. Re-establishing the truck sales use as nonconforming after one (1) year would be inconsistent with SMC § 16.228.060(C).

2. This interpretation will not be detrimental to the public convenience, health, interest, safety, or general welfare of the City or injurious to the property.

The subject property is designated in the General Plan as Low Density Residential use and zoned Low Density and is adjacent to inhabited residential properties. Allowing the re-establishment of truck-related uses adjacent to inhabited residential property would be detrimental to the health, interest, safety, and general welfare of City residents.

//
//
//
//
//
//
//
//
//
//
//
//

3. This interpretation will be consistent with the general land uses, objectives, policies, and programs of the General Plan, any applicable specific plan, precise road plan, or master development plan, and the intent of this Development Code.

The subject property is designated in the General Plan as Low Density Residential use and zoned Low Density, Residential land use. The intent of the Development Code for nonconforming uses, as stated in SMC § 16.228.010(b), is to “[...] provide for their eventual elimination, but would allow them to exist under the limited conditions identified in this chapter.” The limited conditions identified in Chapter 16.228 include the voluntary discontinuance of use which has been demonstrated to apply to the former truck sales use on the subject property.

Appeal

The Appeal of the Planning Commission’s determination is hereby denied.

PASSED, APPROVED, and ADOPTED October 13, 2026.

CHRISTINA FUGAZI
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, CMC
Interim City Clerk of the City of Stockton

**APPEAL OF THE PLANNING COMMISSION'S DENIAL OF AN ADMINISTRATIVE
INTERPRETATION OF NONCONFORMING TRUCK SALES USE AT
2546 TURNPIKE ROAD (APN: 165-261-25 & 165-261-26)**

City Council Meeting
October 13, 2026
Agenda Item 10.01

Location

2546 Turnpike Rd

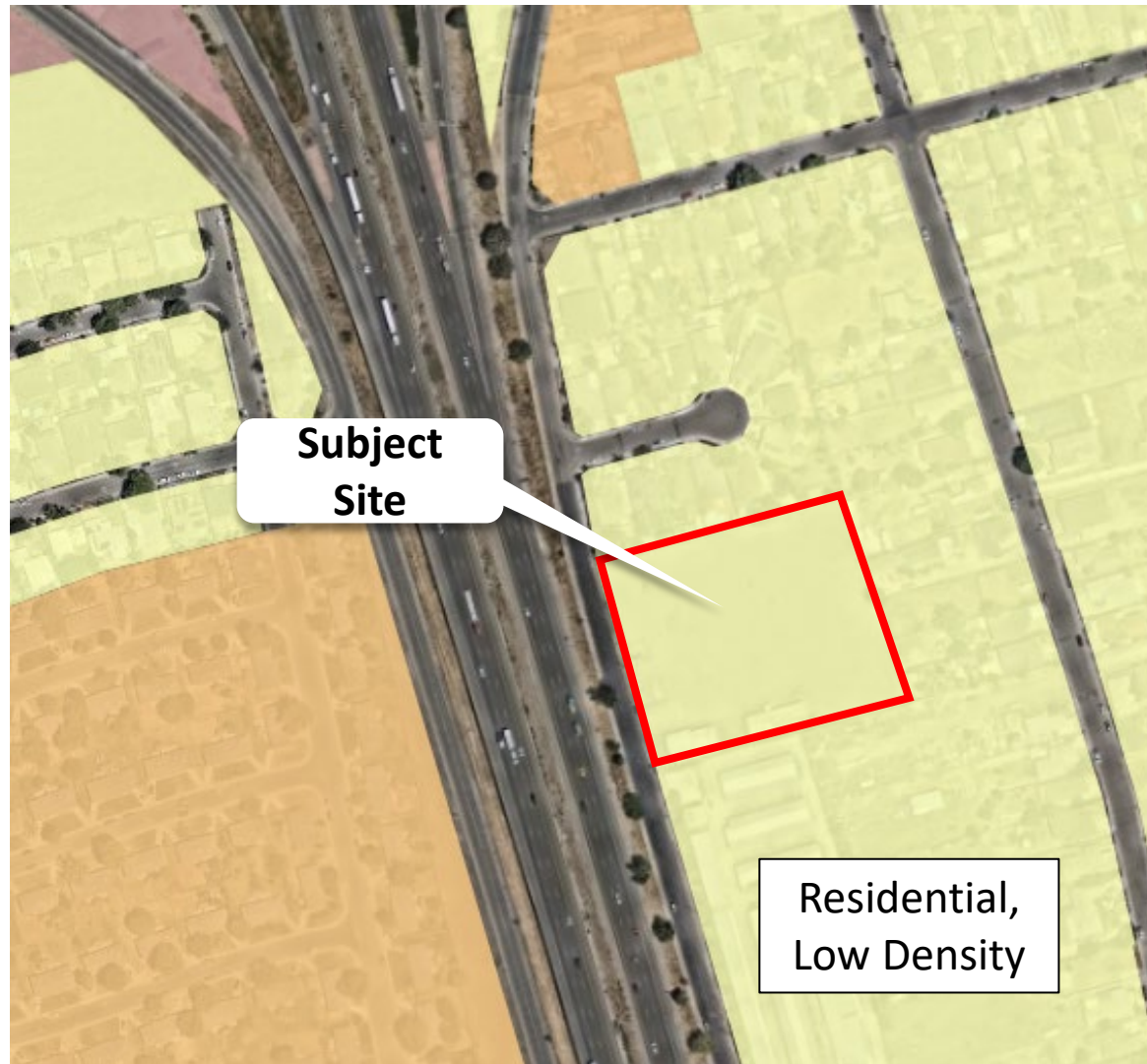


March 8, 2025
Aerial

General Plan & Zoning

GP Designation:
Low Density Residential (LDR)

Zoning District:
Residential, Low Density (RL)



*June 6, 2025
Aerial*

Appeal

Pride Truck Sales is appealing the Planning Commission's interpretation of the Development Code, and requests that the City Council reconsider the Commission's determination and find that the truck sales use be recognized as a current nonconforming use at 2546 Turnpike Road.

Applicant's reasons for continuing the Nonconforming Status include:

- The maintenance of the site preserved the nonconforming use
- Expiration of a business license does not discontinue the use
- Bankruptcy proceedings constitute an “involuntary discontinuance”

Background

1990s: Truck Sales legally established

2018: Pride Trucking issued business license as “Legal Nonconforming Use” under the “Auto and Vehicle Sales – Used” land-use category

2022: Site rezoned from IG to RL for General Plan consistency (nonconforming use remained)

2024: Business License expires due to non-renewal - Legal use of truck sales ceases

2025: Use definition changes to “Large Vehicle and Equipment Sales, Service, and Rental” (continues to be not permissible in RL)

2025: Nonconforming status expires after 1 year of no legal truck sales use

2026: Pride Trucking contacts the City to affirm nonconforming status

2026: Planning Commission determines the nonconforming status was lost due to voluntary discontinuance.

Nonconforming Uses

SMC Section 16.240.010 defines a nonconforming use as:

“A use of a structure (either conforming or nonconforming) or land that was legally established and maintained prior to the adoption of the ordinance codified in this Development Code and which does not conform to current Code provisions governing allowable land uses for the zoning district in which the use is located.”

Nonconforming Uses

To establish a legal nonconforming use, SMC Section 16.228.020(A) requires one or more of the following:

1. An existing, valid use permit, if required
2. Evidence that the use was allowed at the time it was established
3. Evidence that the use was allowed at the time the parcel was annexed into the City
4. If the above information is not available, the Director shall review the evidence for status as to the legality of the nonconformity and issue a determination based upon information provided by the applicant and payment of a filing fee set by the Council's fee resolution.

Nonconforming Uses

The intent of the Development Code for nonconforming uses, as stated in SMC Section 16.228.010(B):

“It is the intent of this Development Code to discourage the long-term continuance of these nonconformities in order to promote the public health, safety, and general welfare and to bring the uses and structures into conformity with the goals and policies of the General Plan and any applicable specific plan, master development plan, or precise road plan. This chapter would provide for their eventual elimination, but would allow them to exist under the limited conditions identified in this chapter.”

Nonconforming Uses

The loss of a nonconforming use by discontinuance (SMC Section 16.228.060(C)):

“Except when extended in compliance with this chapter or the provisions of Chapter 16.168 (Use Permits), discontinuance of a nonconforming use or structure, nonconforming due to use, shall result in the use or structure losing its nonconforming status if the use is ceased or discontinued for a continuous period of at least one year from:

1. Voluntary. The date the use is voluntarily ceased or discontinued; or
2. Involuntary. The date the owner is notified of the requirement to reestablish the involuntarily discontinued use.
3. Extension. The owner may request a one-year extension if evidence shall be submitted to the Community Development Department indicating the owner has made a "good faith" effort to continue the nonconforming use. Evidence can include leasing agreements, occupancy or building records, and marketing brochures. Only one extension can be granted and will be based on the Voluntary or Involuntary date as shown above.”

Appeal

Applicant's reasons for continuing the Nonconforming Status include:

- **The maintenance of the site preserved the nonconforming use**

The nonconforming use is “Large Vehicle and Equipment Sales, Service, and Rental.” Other activities do not maintain the use.

- **Expiration of a business license does not discontinue the use**

Legal sales operations require a business license (SMC Section 5.04.040(B)). Failure to maintain a business license constitutes failure to maintain the use.

- **Bankruptcy proceedings constitute an “involuntary discontinuance”**

A business’ insolvency or bankruptcy are not initiated by the City or another land-use authority and therefore do not establish involuntary discontinuance.

Findings

**An official interpretation is required to meet all the following findings
(SMC §16.08.030(B))**

This interpretation is consistent with the applicable provisions of this Development Code

This interpretation will not be detrimental to the public convenience, health, interest, safety, or general welfare of the City or injurious to the property

This interpretation will be consistent with the general land uses, objectives, policies, and programs of the General Plan, any applicable specific plan, precise road plan, or master development plan, and the intent of this Development Code

Planning Commission

Brought before the Planning Commission on July 9, 2026

- After discussion, the Planning Commission voted 6-0 (1 absent) to determine that the nonconforming truck sales use had been voluntarily discontinued.
- Made findings for a code interpretation, as required by SMC §16.08.030(B)

Recommendation

It is Recommended That the City Council:

Uphold the Planning Commission's determination that the former truck sales and other truck-related uses are not recognized as legal nonconforming uses at 2546 Turnpike Road, and that the nonconforming use was voluntarily terminated by discontinuance and cannot be re-established.



City of Stockton

Legislation Text

File #: 26-0962, **Version:** 1

STAFF PRESENTATION OF THE PROGRAM YEAR 2025-2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ENTITLEMENT PROGRAMS

RECOMMENDATION

It is recommended that the City Council receive this informational staff presentation of the Program Year 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for the U.S. Department of Housing and Urban Development (HUD) Entitlement Programs.

Summary

The Consolidated Annual Performance and Evaluation Report (CAPER) serves to meet the performance reporting requirements of the United States Department of Housing and Urban Development (HUD) as set forth in the Consolidated Plan Regulations. The 2025-2026 CAPER (Attachment A) describes the activities undertaken by the City utilizing HUD funds from July 1, 2025, to June 30, 2026 (Program Year). On September 10, 2026, a Public Review draft of the CAPER was published. As required by HUD, a 15-day public comment period was held to solicit comments regarding the accomplishments reported within the 2025-2026 CAPER. In addition, a public hearing was held on September 14, 2026, during the Community Development Committee (CDC) meeting. The public comment period closed on September 24, 2026. Following the public hearing and the closure of the 15-day public comment period, the CAPER was submitted to HUD by the required deadline of September 28, 2026 (90 days following the end of the Program Year).

DISCUSSION

Background

The City of Stockton is an entitlement community under HUD's Office of Community Planning and Development (CPD), receiving annual formula grant allocations under the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Programs. As a condition of participation in receiving these entitlement program funds, the City must develop a series of plans and reports including a five-year Consolidated Plan, and an Annual Action Plan (AAP) and performance report (CAPER) each year. The Consolidated Plan establishes goals and five-year objectives informed by a series of market analysis and community needs assessments. Then, each year an AAP is created, which outlines the use of HUD funds and how they will be utilized in the coming year to address community needs listed in the five-year plan. Following the closing of each Program Year, the City must review activities and outcomes to develop the CAPER. The CAPER provides a year-end report on the implementation of the AAP and the City's progress towards meeting the five-year goals contained in the Consolidated Plan.

The current CAPER describes activities undertaken by the City during the HUD Program Year 2025-2026, beginning July 1, 2025, and ending June 30, 2026, using CDBG, ESG, and HOME funds. These programs fund community development efforts to improve housing and opportunities for low- and moderate-income residents of the City. The accomplishments reported in the CAPER were developed based on information provided by project managers and subrecipients, illustrating how the City funded and administered projects to address goals of the 2025-2029 Consolidated Plan.

The Program Year 2025-2026 is the first year of the five-year 2025-2029 Consolidated Plan.

Present Situation

The City of Stockton utilized CDBG, HOME, and ESG funds to address the 2025-2029 Consolidated Plan needs and goals as follows:

- Goal 1: Develop & Rehabilitate Affordable Housing Units
- Goal 2: Provide Services to Prevent & Reduce Homelessness
- Goal 3: Resilient Infrastructure & Public Facilities
- Goal 4: Healthy Neighborhoods & Residents
- Goal 5: Support Businesses
- Goal 6: Increase Access to Economic Opportunity

For Program Year 2025-2026, the City made available the annual HUD entitlement grant amounts along with prior-year rollover and program income funds to support the annual goals and objectives. The annual HUD entitlement resources awarded and expended are summarized in the CAPER Goals & Accomplishments (Attachment B).

Community Participation

In conformance with HUD's requirements and the City's Community Participation Plan (CPP), a notice of the public hearing for the draft CAPER was published in *The Record* on September 3, 2026, which also announced the 15-day public review period beginning on September 10, 2026. The draft CAPER was also posted on the City's website, shared via social media, and sent electronically via email lists, which include various homeless services and affordable housing stakeholders. A public hearing was held on September 14, 2026, by the CDC to present the draft CAPER to the Committee and provide an opportunity for public comments. There was one comment received during the CDC public hearing regarding improvement in the noticing of the CAPER which was included in the submittal to HUD.

FINANCIAL SUMMARY

There is no impact to the General Fund. Submission of the CAPER is a federal requirement. Failure to submit this required report to HUD by the required deadline could jeopardize future CDBG, ESG, and HOME funds.

Attachment A - 2025-2026 CAPER

Attachment B - CAPER Goals & Accomplishments



2025-2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT



Housing, Homelessness, Events, & Parking Department
501 W. Weber Ave, Building 2, 4th Floor
Stockton, California 95203

DATE:
SEPTEMBER 2026

Table of Contents

CR-05 - Goals and Outcomes	2
CR-10 - Racial and Ethnic composition of families assisted	12
CR-15 - Resources and Investments 91.520(a)	13
CR-20 - Affordable Housing 91.520(b)	19
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	21
CR-30 - Public Housing 91.220(h); 91.320(j)	25
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)	27
CR-40 - Monitoring 91.220 and 91.230	38
CR-45 - CDBG 91.520(c)	39
CR-50 - HOME 24 CFR 91.520(d)	40
CR-58 – Section 3	42
ESG SAGE CAPER	44
PR-26	50

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Stockton's Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year (FY) 2025-2026 (referred to hereafter as either Fiscal Year 2025-2026 or Program Year 2025-2026) identifies Federal, State, and local funding sources allocated to the City to address the priorities established in the City's 2025-2029 Consolidated Plan. The City of Stockton's FY 2025-2026 grant awards were as follows: Community Development Block Grant (CDBG) award was \$3,229,216, HOME Investment Partnerships Program award (HOME) was \$1,382,561.08, and the Emergency Solutions Grant (ESG) was \$284,821.

The City's Housing, Homelessness, Events & Parking (HHEP) is the lead agency responsible for the administration and management of programs and projects covered by CDBG, ESG, and HOME program funds (see CR-35 for institutional structure update). Besides administering federal CDBG, ESG, and HOME program funds, the City's HHEP Department also administers several other state programs including but not limited to Homekey, Homeless Housing Assistance and Prevention Grant (HHAP), Permanent Local Housing Allocation Program (PLHA), Regional Early Action Planning 2.0 (REAP 2.0), and Caltrans Sustainable Transportation Planning in addition to several other federal grant programs such as HOME American Rescue Plan Program (HOME-ARP), and American Rescue Plan Act (ARPA). These funds are used together with CDBG, ESG, and HOME funds to advance the City's Consolidated Plan goals. Although this CAPER primarily serves to report CDBG, ESG, and HOME program accomplishments, this report will reference the use of these additional vital resources that assist the City's efforts in addressing its Consolidated Plan community and economic development needs.

The following includes highlights, by category, of City of Stockton's accomplishments that took place in Program Year 2025-2026:

Affordable Housing:

In terms of affordable housing outcomes, there are two categories of funding under which the City supports/sponsors housing projects: 1) "HUD Sponsored" housing, for which the City used HUD funds to provide financial assistance to local developers for affordable housing development and 2) "Non-HUD Sponsored", for which the City used non-HUD funds (e.g. State PLHA, HHAP, Homekey, or other non-HUD funds) to financially support affordable housing projects.

HUD Sponsored Housing: This Program Year, the City completed the following HUD Sponsored projects:

- One multifamily affordable housing project (Park Center Apartments – HOME & HOME-ARP funds) adding 50 affordable housing units to the City's housing stock.
- Four (4) owner-occupied income eligible homeowners to address health and safety repairs.
- Five (5) single family residential units acquired for rental housing.

Non-HUD Sponsored Housing: The following non-HUD sponsored housing projects were completed during the Program Year:

- One multi-family affordable housing projects – Satellite Apartments adding 30 affordable housing units to the City's housing stock.

Although non-HUD sponsored units are not reported to HUD as numeric achievements toward Consolidated Plan outcomes, it is important to highlight the completion of these units as an accomplishment in the community to portray the City's efforts in creating housing opportunities for lower income households.

Total Housing Units: In PY 2025-2026, a total of 59 HUD sponsored units were completed and an additional 30 units were completed with non-HUD funds for a total of 89.

Public Services:

Utilizing \$539,372.15 in CDBG public service funds, the City funded five (5) public services providers to provide the Stockton community with access to groceries and healthy produce, provide housing, wraparound services, housing placement for transition aged youth at risk of homelessness, and literacy skills.

Homeless Services:

Utilizing \$263,460 in ESG funding, the City supported a homeless prevention project and youth shelter operations.

Economic Development:

The City utilized CDBG funds to administer three (3) programs aimed at supporting small businesses and their related networks. These programs included the Commercial Façade Improvement Forgivable Loan Program, the Stocked Full of Produce Grant Program, and the Entrepreneurship Ecosystem Building Grant Program.

The City entered into one agreement for a Commercial Facade Improvement Forgivable Loan in the amount of \$100,000, is continuing to work with another applicant whose agreement is in the process of being finalized, has two (2) additional projects that are undergoing final approval processes, and has approved three (3) applications. The City also assisted one (1) local convenience store purchase equipment under the Stocked Full of Produce Grant Program and will enter into 2 two more agreements in the 2026-2027 program year. Lastly, the City issued a Request for Proposals for business support organizations for the Entrepreneurship Ecosystem Building Program and entered into agreements with three (3) business service organizations offering technical assistance, business counseling, workshops, and seminars for microenterprises and startup entrepreneurs. Pursuant to their agreements, the organizations were required to host informational sessions for programs during Stockton Small Business Week.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Compliance	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development Program Compliance	CDBG: \$726,963.91 HOME: \$318,617.68 / ESG: \$21,362.00	Other	NA	NA	NA	NA	NA	NA	NA
Develop and Rehabilitate Affordable Housing	Affordable Housing Homeless	CDBG: \$ / HOME: \$8,244,018.34	Rental units constructed	Household Housing Unit	250	50	20%	50	50	100%

Develop and Rehabilitate Affordable Housing	Affordable Housing Homeless	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	155	31	20%	31	31	100%
Develop and Rehabilitate Affordable Housing	Affordable Housing Homeless	CDBG: \$470,452.76 / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	25	4	16%	5	4	80%
Develop and Rehabilitate Affordable Housing	Affordable Housing Homeless	CDBG: \$25,000 / HOME: \$	Units Acquired	Other	25	5	20%	5	5	100%
Healthy Neighborhoods & Residents	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$393,118.44	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125000	55,098	44.08%	25000	55,098	220.39%
Increase Access to Economic Opportunity	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$7,163.83	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	0	0.00%	5	0	0.00%
Increase Access to Economic Opportunity	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0.00	Businesses assisted	Businesses Assisted	25	0	12%	5	3	60%

Provide Services to Prevent & Reduce Homelessness	Affordable Housing Homeless	ESG: \$215,575.45	Homeless Person Overnight Shelter	Persons Assisted	125	40	32%	14	40	285.71%
Provide Services to Prevent & Reduce Homelessness	Affordable Housing Homeless	ESG: \$72,610.79	Homelessness Prevention	Persons Assisted	225	442	196.44%	45	442	982.22%
Resilient Infrastructure & Public Facilities	Non-Housing Community Development	CDBG: \$712,774	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	465	46.5%	200	465	232.5%
Resilient Infrastructure & Public Facilities	Non-Housing Community Development	CDBG: \$0.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%	50	0	0.00%
Resilient Infrastructure & Public Facilities	Non-Housing Community Development	CDBG: \$0.00	Brownfield acres remediated	Acre	3	0	0.00%	0	0	0.00%
Support Businesses	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0.00	Facade treatment/business building rehabilitation	Business	15	0	0.00%	3	0	0.00%

Support Businesses	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$15,000	Businesses assisted	Businesses Assisted	20	1	5%	4	1	25%
--------------------	--	----------------	---------------------	---------------------	----	---	----	---	---	-----

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

In the five-year Consolidated Plan, the City of Stockton identified six goals to guide the 2025-2026 funding cycles: 1) Develop & Rehabilitate Affordable Housing Units, 2) Provide Services to Prevent & Reduce Homelessness, 3) Resilient Infrastructure & Public Facilities, 4) Healthy Neighborhoods & Residents, 5) Support Businesses, and 6) Increase Access to Economic Opportunity. These six goals guided the disbursement of entitlement funds to several activities that address community needs and priorities.

Goal 1

Improve, preserve, and expand the supply of affordable housing for low-income households:

The City continued partnerships with local affordable housing developers to assist in the development of multifamily housing projects. In program year 2025-2026, one HUD-sponsored multifamily affordable housing project was completed making 50 new affordable units available. In addition, one non HUD-sponsored multifamily affordable housing project was completed totaling 30 new affordable units available. Besides creating new units, the City's Single Family Housing Repair Program aims to preserve and improve the conditions of low-income households by providing rehabilitation services. During the program year, the City provided assistance to 6 income eligible households. The program helps homeowners address health and safety repairs including but not limited to new roofing, window replacement, HVAC repairs and replacement,

ADA modifications, interior and exterior painting, and termite repair damage.

Goal 2

Provide housing and services for the City's homeless population, including homelessness prevention:

In 2025-2026, the City addressed this goal by utilizing ESG funds toward homeless shelter operations, homeless prevention, and rapid-rehousing. Under the ESG program, the City funded the following activities:

- Shelter operations
- Rapid-rehousing and homeless prevention services

Utilizing CDBG public service funding, the City addressed this goal by directing funding towards the following activities:

- Transition aged youth programming to provide young adults aged 18-24 exiting the foster care system with housing, counseling, job readiness skills and job placement, financial literacy, and assistance with pursuing higher education.

Goal 3

Improvements in infrastructure, public facilities, and resources to narrow disparities and mitigate the increased risk of natural disasters.

In 2025-2026, \$1,000,000 in CDBG funds were allocated to support the City's Safe Routes to School project which designed, replaced, and built new sidewalks at four schools serving low-income communities throughout Stockton. The schools identified for the use of these funds were Victory Elementary, Montezuma Elementary, Fillmore Elementary, and Jane Frederick Continuation High School. During the program year, Victory Elementary's sidewalk improvements have been completed with the remaining three schools slated for completion during the PY 26-27 cycle.

Goal 4

Ensure the provision of high-quality public services to support ongoing community development, including the provision of funding for fair housing services, among other activities.

In the 2025-2026 Program Year, the City of Stockton supported essential public services by distributing CDBG funding to organizations that delivered vital public services to low/moderate income individuals and households in Stockton. The programs/projects that participated in the impact include the following:

- Bread of Life Food Bank provided 30,0216 persons with access to groceries across 25 partner pantries.
- The Emergency Food Bank assisted 24,412 persons with access to groceries at their main food pantry distribution center.
- Children's Home of Stockton provided transition age youth services to 37 young adults to further their development and lifelong skills.
- Friends Outside assisted 283 justice impacted residents with professional development, life and social skill building, and securing housing.
- Tuleberg Press provided 38 workshops to 348 residents on creative writing such as journaling, papermaking, bookbinding and letterpress printing.
- These services include food assistance, homeless prevention, sheltering, counseling, education, workforce development, and housing placement.

Goal 5

Promote economic development activities that create, attract, and retain jobs and promote economic activity and vitality, including those that provide economic opportunities for low- and moderate-income persons.

Utilizing CDBG funds, the City supported local businesses through commercial rehabilitation projects that improved properties located in economically disadvantaged and/or blighted areas. These efforts helped to encourage private investment along key commercial corridors, helping revitalize business districts and strengthen neighborhood economies. Additionally, the Stocked Full of Produce program supported small convenience stores in underserved neighborhoods by funding refrigeration and equipment upgrades that enable the sale of fresh, affordable produce. This initiative not only increases access to healthy food options but also strengthens small business operations and sustains local employment opportunities. Collectively, these programs stimulate commercial revitalization, eliminate blight, and expand essential access for residents in low- and moderate-income areas.

Goal 6

Promote economic development activities that create, attract, and retain jobs and promote economic activity and vitality.

In 2025-2026, the City utilized CDBG funding to strengthen Stockton's entrepreneurial ecosystem by investing in local organizations that provide direct technical assistance, business training, and capacity-building for low- and moderate-income entrepreneurs and small businesses. The program seeks to address these gaps by guiding entrepreneurs through business formalization, enhancing digital and operational capacities, improving access to financial resources, and fostering sustainable economic growth through targeted technical support. The organizations that were awarded to complete these objectives were the Uptima Entrepreneur Cooperative, A Tavola Together Foundation, and the San Joaquin Small Business Development Center.

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	18,805	2
Black or African American	6,940	2
Asian	5,387	0
American Indian or American Native	675	0
Native Hawaiian or Other Pacific Islander	1,141	0
Total	26,694	4
Hispanic	18,056	1
Not Hispanic	6,654	3

Describe the clients assisted (including the racial and/or ethnicity of clients assisted with ESG)

	ESG
American Indian, Alaska Native, or Indigenous	0
Asian or Asian American	2
Black, African American, or African	34
Hispanic/Latina/e/o	17
Middle Eastern or North African	0
Native Hawaiian or Pacific Islander	0
White	11
Multiracial	17
Client doesn't know	0
Client prefers not to answer	0
Data not collected	0
Total	81

Table 2 – Table of assistance to racial and ethnic populations by source of funds**Narrative**

Because the format of the tables above does not align with how CDBG, HOME, and ESG data is collected in IDIS and ESG data is collected in HMIS, the total counts of people served by racial and ethnic status cannot be fully represented. This table does not capture the same race and ethnicity data as IDIS and HMIS, therefore, the totals in this table will be lower than the total count of clients served in the 2025-2026 program year.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$5,556,326	\$2,350,472.94
HOME	public - federal	\$1,482,561.08	\$8,562,636.02
ESG	public - federal	\$284,821	\$309,548.24

Table 3 - Resources Made Available**Narrative**

The resources made available include: the annual entitlement, program income, and reprogrammed/prior year reprogrammed income. The “Amount Expended During Program Year” only includes funds spent on direct services and excludes administration costs.

In addition to the yearly entitlement, the City of Stockton received a total of \$236,680.62 in CDBG and \$416,069.96 in HOME program income during FY 2025-2026. The City’s Revolving Loan Fund earned \$19,837.26 in interest during the fiscal year. A wire transferring that amount back to HUD was completed on September 10, 2026.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City-wide	100	100	

Table 4 – Identify the geographic distribution and location of investments**Narrative**

The City did not identify geographic target areas for distribution of HUD funds. The City makes its programs and resources available citywide. The City had previously amended the Consolidated Plan to adopt and utilize a Slum-Blight Map to qualify projects under the Commercial Façade Improvement Program.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City was able to leverage additional resources in several of its projects. Leverage amounts are listed below:

- **Affordable Housing:** In Program Year 2025-2026, the City of Stockton awarded approximately \$13.40 million from several City sources, for affordable housing projects (Edison House (AKA Harding Way), Fairview Terrace, The Brix, Alicia's Place and Danny Drive), which will result in approximately \$ 189.4 million of leveraged funds from other sources to be secured by housing developers. Once developed, the City's investment will result in the creation of 290 affordable housing units and the preservation of 91 affordable housing units within the next several months/years providing housing opportunities to low income and/or homeless households in Stockton.
- **HHAP:** The City received \$42,288,963.07 in HHAP Rounds 1 through 6 grant funding. To date, one third of the funding has gone to increase low-barrier shelter capacity and sustain operations, another third has gone to the development and subsequent operations of permanent housing and lastly to preventative programs to maintain permanent housing for those at risk of being homeless.
- **ARPA:** In 2021, the City received \$78 million through the American Rescue Plan Act (ARPA). Funding was allocated to several categories that align with both the Annual Action Plan and the Consolidated Plan goals. In program year 2025-2026, ARPA funds were used to support shelter operations.
- **ECRG:** In 2022, the City pursued and was awarded a \$5.25 million cleanup grant from the California Department of Toxic Substances Control (DTSC) Equitable Community Revitalization Grant Program (ECRG) for a 9-acre City-owned site along the downtown waterfront. This cleanup work, slated to take place during Program Year 2026-2027, will address goals within the Consolidated Plan, particularly those related to the creation of Affordable Housing units.
- **REAP 2.0:** In 2025, the City was awarded a \$1.8 million grant from the San Joaquin Council of Governments (SJCOG) Regional Early Action Planning 2.0 (REAP 2.0) program. This grant has allowed the City to pursue infill housing development opportunities and reduce vehicle miles traveled in Downtown Stockton. The City is developing a Downtown Master Plan to address infill housing needs, create environmental clearance strategies, and to identify funding mechanisms. \$951 thousand will be deployed in

Program Year 2026-2027 to support affordable housing projects.

- **Caltrans:** In 2023, the City was awarded \$450 thousand from the Caltrans Sustainable Transportation Planning Grant. The Plan identified strategies and priority projects to improve mobility, connectivity, safety, economic vitality, and quality of life while supporting equitable access to jobs, housing, transit, and community destinations. Developed through extensive community and stakeholder engagement, the Plan provides a framework for creating a more connected, vibrant, and resilient downtown.
- **Publicly Owned Land/Property:** The City maintains a website landing page (www.stocktonca.gov/surplus) containing all publicly owned land that has been declared surplus through the California Surplus Land Act process. Interested housing developers, or other interested parties, may inquire with Economic Development staff on available publicly owned land.
- **ESG:** The City of Stockton requires that ESG subrecipients contribute a 100% match of their ESG award. The City enforced reporting their match contributions during quarterly monitoring activities.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$13,555,188
2. Match contributed during current Federal fiscal year ¹	\$29,837,694
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$43,392,882
4. Match liability for current Federal fiscal year ²	\$171,266
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$43,221,616

Table 5 – Fiscal Year Summary - HOME Match Report

¹ Park Center Apts & two DCDC Acquisitions

² Match liability is based on HOME contributions to projects closed during the PY.

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
Park Center Apartments	3/24/2026	\$29,603,025.00	N/A	N/A	N/A	N/A	N/A	\$29,603,025.00
3522 Chatsworth Ct.	6/18/2026	\$130,244.00	N/A	N/A	N/A	N/A	N/A	\$130,244.00
5271 Barbados Cir.	6/18/2026	\$104,424.87	N/A	N/A	N/A	N/A	N/A	\$104,424.87

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
2,507,978.31	416,069.96	234,087.85	0	2,689,960.42

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, Not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual (HUD Sponsored)	Actual (Not HUD-Sponsored)
Number of Homeless households to be provided affordable housing units	55	55	30
Number of Non-Homeless households to be provided affordable housing units	5	5	0
Number of Special-Needs households to be provided affordable housing units	0	0	0
Total	60	60	30

Table 11 – Number of Households

	One-Year Goal	Actual (HUD Sponsored)	Actual (Non HUD-Sponsored)
Number of households supported through Rental Assistance	0	0	0
Number of households supported through The Production of New Units	50	50	30
Number of households supported through Rehab of Existing Units	5	5	0
Number of households supported through Acquisition of Existing Units	5	5	0
Total	60	60	30

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Table 11 and 12 demonstrate the projected and actual numbers served by population and service type.

The figures represented in tables 11 and 12 above correspond to the following projects:

HUD Sponsored Units

- The completion of the Park Center Apartments project resulted in the production of 50 new units for the provision of affordable housing units to homeless or at-risk households.
- Four Single Family Rehab projects were completed to maintain affordable housing for non-homeless households.
- Five single family units acquired (existing units)

Non-HUD Sponsored Units

- The completion of the Satellite Apartments project resulted in the production of 31 new units for the provision of affordable housing units for at risk of homeless individuals.

Discuss how these outcomes will impact future annual action plans.

Reflecting on the affordable housing goals and outcomes, the City will take the following actions when developing the next action plan.

- Projects not completed in 2025-2026 will be reported in future action plans and CAPERs once completed.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	5
Low-income	4	1
Moderate-income	0	0
Total	4	6

Table 13 – Number of Households Served

Narrative Information

HOME funds were used to produce new multifamily housing units and for the acquisition of existing single family residential units. CDBG funds were used to rehabilitate single-family housing units. The following is a breakdown of numbers reported on Table 13:

CDBG

- Four Low Income Households: Four households served through the City's owner-occupied housing rehabilitation program.

HOME

- Five Extremely Low-Income Households: Four households served through the Park Center Apartments³ and one household served through the Chatsworth CT property acquisition
- One Low Income Household: One household served through Barbados CIR property acquisition

³ Park Center Apartments consisted of 50 affordable rental units of which four were designated as HOME-assisted units. HUD requires only HOME-assisted units to be reported.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Stockton identifies needs and develops strategic solutions to reduce and end homelessness within the framework of the Regional Strategic Action Plan to Reduce and End Homelessness and as guided by the City's Local Homeless Action Plan, local Point In time (PIT) Count data and other metrics through the local Homeless Management Information System (HMIS).

The San Joaquin Continuum of Care (SJCoC) conducts the County wide PIT Count of unsheltered persons every other year. The most recently completed PIT Count of unsheltered persons conducted in 2026 identified 3,306 individuals in the County live in unsheltered locations. Based on the previous PIT Count conducted in 2024 there was a 4.69% decrease in homelessness across the County. Since 2019, the majority of persons experiencing homelessness in the County have been unsheltered, and the majority (over 70%) of unsheltered individuals are experiencing chronic homelessness. However, in 2026 the unsheltered population decreased to 56%.

Stockton is the largest city in the County and the hub for many available services. As expected, a large percentage counted as homeless (sheltered or unsheltered) through the 2026 PIT Count were located in Stockton (2,496 or 83%). The general trends of homelessness for the County outlined above can be considered a close representation of the picture of homelessness on a single day in January 2024 in Stockton. Key findings in reviewing county-specific data include:

- Four percent of individuals experiencing homelessness in the County were veterans (141 out of 3,306), down 1% from 2024.
- Sixty-seven percent of individuals experiencing homelessness in the County reported the biggest obstacle to obtaining permanent housing was the inability to afford rent. This is up from 54% in 2024.
- Like the County, the State, and the nation, more males experience homelessness in Stockton than females (63% versus 37%).
- Forty-six percent of individuals experiencing homelessness in the County reported having a significant mental illness, and 40% percentage reported having a substance use disorder.

With funding from the City, County, SJCoC, and Managed Care Plan Partners, the SJCoC contracted with Applied Survey Research (ASR) to coordinate the County's 2026 PIT Count of Unsheltered individuals. Previous PIT Counts have been unfunded; driven by donations and volunteers. The 2024 Count involved a one-day observation census process. The approach included community volunteers, Stockton Police Department, SJCaes (County Probation Homeless Outreach), Jan Joaquin County Behavioral Health,

local homeless service provider organizations and participation of persons with lived experiences. In 2026, the use of drones and alternative terrain vehicles were used to reach those otherwise undetectable. This operation was followed by a separate, two-week extensive in-depth survey period. This included those being served in shelters along with those being served by homeless service providers. ASR will continue to support targeted outreach efforts to ensure special populations were represented, including youth, families, and persons residing in encampments. School districts for the first time in the County participated in collecting data on households meeting the HUD definition of homelessness. A separate and targeted count of young people experiencing homelessness in the County was also conducted. Together, these efforts should result in a more accurate and standardized methodology, allowing for better comparisons year to year.

Unsheltered Encampment Outreach Study

The survey conducted by ASR after the 2026 PIT Count showed a sustained count among the homelessness African American population: 19% in 2024 and 19% in 2026. While the homelessness among the African American population remained consistent, they continue to be overrepresented among individuals experiencing homelessness in San Joaquin County as African Americans comprise of only 6.9% of San Joaquin County's population. Survey results also showed an increase among homeless males, from 60% in 2024 to 63% in 2026 and a small decrease among homeless women in 2026, 37% compared to 38% in 2024. Survey results provide valuable information on continuous homelessness's challenges throughout the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

The PIT Count of sheltered individuals experiencing homelessness is conducted biannually. In 2026, there were 1468 people living in Emergency Shelters and Transitional Housing units in the County. This represents an increase from 27% to 44% of the total homeless population. In Stockton, an estimated 1,250 individuals are unsheltered on any given night, based on 2026 PIT count results. There are approximately 605 emergency shelter beds within the City of Stockton based on HMIS reporting. ESG funds are helpful, however, in the demand for services and permanent supportive.

The City is addressing the emergency shelter and transitional housing needs of homeless persons with State of California HHAP funds and American Rescue Plan Act funds to strengthen and enhance the homeless system of care and to build a Housing First approach.

Over the past three years, the City has contributed State funding to develop a new low-barrier navigation center to be operated by and at St. Mary's Community Services. The City is also working in partnership with the SJCoC's Shelter Committee to address concerns with local shelter programs. Construction of the Navigation Center completed in the beginning of 2026.

In addition, in June 2023, the City and County entered a joint agreement to fund the development of a non-congregate, low-barrier shelter project, the Pathways Neighborhood, located steps from the

Navigation Center and operated by St. Mary's Community Services. The project completed in the spring of 2026 and individuals were moved in methodically to allow for staffing and capacity increases. Together, these two low-barrier shelter projects total 336 beds and have almost double the City's shelter capacity over current levels. Both projects will be service enriched and emphasize quick connections to permanent housing opportunities, regardless of housing "readiness".

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City is investing in programs designed to prevent low-income individuals and families from becoming homeless and developing solutions to prevent homelessness for those exiting institutions. Specific examples include:

- Homeless individuals discharged from an institutional setting: In partnership with local stakeholders and the County, the City is developing a multi-pronged strategy to address and prevent homelessness for vulnerable populations following discharge from institutional settings. Working in partnership with the County Health Department, local hospitals, the Medicare managed care health plans for the area, and local community homeless serving agencies. Many local shelters now offer Respite Care for those exiting the hospital.
- Federal CDBG and ESG funds are strategically supporting these and other homeless assistance programs, including emergency shelter programs for single adults, families, youth, and victims of domestic violence. CDBG funds are used to reinforce safety-net programs for vulnerable individuals and families who are homeless or at risk of homelessness, including several food assistance programs, a fair housing program, and transition aged youth programming to curb homelessness for the young adult population.
- ESG funding was also allocated to Central Valley Low Income Housing Corporation for their homeless prevention program. Additionally, the City is a recipient of State formula funding under the Local Permanent Housing Allocation and Homekey initiatives in which the City invests in developing affordable housing for low-income and homeless individuals and families.
- Affordable Housing Development: The City of Stockton continued to invest State and Federal resources toward affordable housing projects. These projects have a direct impact on the community by providing affordable rental housing to low-income households which helps in avoiding these populations becoming homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Rapid Rehousing, Landlord Incentives and Housing Navigation

ESG and HHAP funds will continue to provide significant investments in Rapid Rehousing solutions designed to help individuals and families quickly exit homelessness and return to permanent housing. Efforts have been made to reenergize the region's rapid re-housing program by providing incentives to developers and landlords to participate in affordable housing programs currently struggling in a high rental market. The City has begun shifting its approach to these programs. The City has ensured that the Navigation Center at the Emergency Shelter will include Housing Navigation Services and other preventative programming, including extensive case management.

Development of Permanent Housing

The region has prioritized the acquisition and development of affordable housing solutions, including permanent housing projects for individuals experiencing homelessness. Nearly one-third of the City's HHAP Round 1 and 5 program funds are allocated towards permanent housing for the homeless.

The City of Stockton, in partnership with the Housing Authority of the County of San Joaquin and local community partners, has applied for and been awarded funding for five Homekey projects (Town Center Studios, Villa D Flore, Calaveras Quarters, Edison House, and Hunter House) to provide permanent housing for homeless individuals. These projects have or will add up to 232 units of permanent housing in Stockton for homeless individuals and families over the next two to three years. The City's Homekey projects serve some of the most vulnerable populations, including but not limited to chronically homeless individuals, at-risk families, and transition-age youth.

Our regional partners through the County and the SJCoC have made similar investments, most notably with the opening of Victory Gardens, a permanent housing program for homeless veterans.

Coordinated Entry System

The City and County have made significant investments in maintenance and the continued expansion of the Coordinated Entry System (CES). The CES is intended to provide a fair and effective way for individuals and families experiencing homelessness to access emergency sheltering and housing resources. Working closely with the HMIS Lead Agency, the CES now administers a by-name list which includes clients originating from nearly every homeless services provider within the CoC. Funding through HHAP has expanded the use and reach of the CES to include sheltering and permanent housing units.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Stockton and the Housing Authority of the County of San Joaquin (hereafter referred to as HACSJ or Housing Authority) maintain a strong partnership in relation to the development and provision of decent, safe, and affordable housing within the City of Stockton. The HACSJ is the largest affordable housing property manager of multi-family and single household public housing units for lower income people in San Joaquin County. According to the HACSJ's 2025-2026 PHA Plan, the HACSJ currently operates 6,192 subsidized housing units composed of the following:

- 911 public housing units
- 5,237 housing choice vouchers

The City of Stockton and the HACSJ maintain a strong partnership in relation to the development and provision of decent, safe, and affordable housing within the City of Stockton.

During Program Year 2025-2026, the City allocated \$1.41 million in State HHAP funds to DCDC's Edison House affordable housing project which will result in the rehabilitation of 31 units of affordable housing. Additionally, the City allocated \$1.61 million to DCDC's Danny Drive Phase I affordable housing project which will result in the construction of 65 units of affordable housing.

Through the use of Regional Early Action Planning (REAP) funds, the San Joaquin Council of Governments (SJCOG) established a Regional Housing Trust Fund (RHTF). The Don Shalvey Apartments by Visionary Home Builders were awarded \$3 million for the construction of 108 new affordable housing units on a former state surplus site in Downtown Stockton.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The HACSJ administers a Family Self Sufficiency (FSS) Program. Under the Housing Authority's FSS program, public housing residents can participate in the program and receive referral to professional development and financial services to assist with establishing a family escrow savings account. The FSS program allows residents to launch an escrow savings account based on earned income. Contributions can be made to the escrow savings account monthly, if there is an increase in earned income during their participation in the FSS program. FSS participants have utilized the escrow savings account to accomplish homeownership goals, such as credit repair, credit counseling, and down-payment on a home.

The Housing Authority also operates a homeownership voucher program. This program allows existing voucher participants to use their voucher to purchase a home and receive a monthly homeownership subsidy. The Housing Authority will continue to collaborate with the City to provide supportive services for potential homeownership families.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Housing Authority of San Joaquin County is not designated as “troubled” by HUD.

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

California has enacted a number of policies to improve the overall supply of housing throughout the State with specific efforts to increase the inventory of affordable housing. In addition to these State policies, the City of Stockton completed a three-part series of zoning amendments to the general plan and zoning updates through the Land Use Inconsistency (LUI), to assist with removing further development barriers for affordable housing. A number of strategies, action items, and metrics have been identified to achieve this objective, and the first step was to improve the development process to remove barriers to developing affordable housing, to streamline the processes, and make it more widely available.

On July 12, 2022, the Stockton City Council approved the final phase of LUI updates. The update applied to the zoning map, zoning code, and General Plan Land Use Map to ensure consistency with other City documents and policies. The update was intended to strengthen the community vision, improve the clarity of Stockton's regulations, provide additional development incentives, and establish tools that increase housing supply to meet demand. Some of the updates improve policies around increasing the housing supply and affordable housing, as outlined below:

- Consistency with Stockton updated 2040 General Plan standards: Updates to zoning districts allowing for more mixed use, housing, and higher density. Exemptions from development and land use approval requirements (includes certain fences and walls in residential zoning districts, interior remodeling, repairs and maintenance, utilities, and more). Updates to permit requirements by zoning districts.
- Amendments to comply with State law.
- Improvements to streamline the development review process: Creation of minor design review process for streamlined approvals.
- Affordable Housing and Density Bonus: The State Density Bonus provides up to 35% more density to developers. The Stockton Density Bonus has two tiers that can provide up to an additional 50% or 100% density bonus for eligible developments.
- Parking incentives and deviations: Increases the infrastructure for pedestrians and cyclists and includes additional parking deviations and revised parking standards to reduce the required parking for new development that meets certain criteria (thus reducing development costs).
- Housing Typology: Clarifications for rooming and boarding houses, transitional and supportive housing, low-barrier navigation centers, and co-living increasing the zoning for allowance.
- Accessory Dwelling Units (ADUs) Streamlined process to further the State's goal to increase housing supply. Include Junior Accessory Dwelling Units (JADU) as required by State law.
- Multi-Unit Residential: Creation of multi-unit residential housing typologies, including development standards for cottage courts, fourplexes, triplexes, and duplexes.

Pro-housing Designation

In April 2023, the City received a Pro-housing Designation from the California Housing and Community Development Department (HCD). Stockton was one of the first jurisdictions within California that earned this designation. This designation was determined by the community's commitment to build more housing and adopting policies whose end goal is to increase housing production to help meet the state's housing production goals, including housing to meet the needs of low-income Californians. The Pro-housing Designation will allow the City to receive incentives such as additional points or other preferences in the scoring of competitive funding programs administered by the HCD and allow the City to be eligible for the Pro-housing Incentive Pilot Program with funding to help accelerate the City's affordable housing production.

The Economic Review Committee

The City continues to offer free predevelopment meetings with the Economic Review Committee (ERC), which provides additional guidance and assistance for development in Stockton. Coordinated through the Economic Development Department, the ERC is comprised of high-level staff from each of the permitting departments. The ERC will meet with project managers and review preliminary site plans, providing feedback and project requirements before the project is submitted for site plan/design review and building permits. This allows the project manager to be aware of and address the possible challenges to the project early in the development process. The ERC committee has assisted with numerous affordable housing projects to help developers navigate and understand the regulatory environment and entitlement process in California, meet additional building regulations based on funding sources, and provide additional access to local and state resources.

Housing Element and Related Housing Plans

In July 2024, the City adopted its 2023-2031 6th cycle housing element. In addition to the new housing element, a citywide housing action plan and three supportive neighborhood action plans were adopted by the City in 2024. These action plans expand upon the housing element programs to facilitate equitable housing production, maintain existing housing stock, and provide supportive services to communities that need them.

Affordable Housing Development Public Facilities Fee Exemption Program

The City-Wide Affordable Housing Development Public Facilities Fees Exemption Program provides an exemption for certain PFFs for new affordable housing developments located within city limits.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Stockton is committed to reducing barriers for people experiencing homelessness to access the critical services they need. As part of the City's overall strategy to address homelessness and affordable housing, the City sought to partner with organizations whose projects directly reduced barriers for homeless people to gain access to essential services. Through the City's NOFA process, several organizations received funding for projects and programs directly aimed at addressing obstacles to meet underserved needs for the city's most vulnerable populations. Subrecipient organizations funded by the City which took direct action to tackle obstacles to meeting underserved needs include:

In partnership with the City of Stockton, the following organizations are taking actions to address obstacles to meet underserved needs:

- In 2025-2026, the City of Stockton partnered with Project Sentinel, a HUD certified housing counseling agency, to provide fair housing counseling, discrimination investigation, trainings to community-based organizations, and tenant/landlord education services. The fair housing services provided by Project Sentinel will address unmet service needs by increasing access to fair housing education, counseling, complaint intake, and advocacy for residents who may otherwise face barriers to understanding or exercising their fair housing rights.
- In 2025–2026, the City further expanded Project Sentinel's scope of services, with HHAP funding, to include tenant-landlord dispute resolution, addressing an unmet need within the community. The expanded services provide comprehensive counseling, dispute conciliation, and mediation services designed to resolve housing-related disputes, prevent unnecessary evictions, and reduce the risk of housing instability and homelessness.
- Central Valley Low Income Housing Corporation (CVLIHC) is utilizing ESG funding to provide homeless prevention services and direct intervention on behalf of households who are at risk of becoming homeless.
- PREVAIL CA is utilizing ESG funding to provide shelter, housing and supportive services to homeless youth and their children.
- Housing Authority of San Joaquin utilized state HHAP funding to implement a Landlord Incentive Program aimed at expanding rental opportunities for Housing Choice Vouchers in order to prevent homelessness by maintaining families in permanent housing.
- Family Resource Center used state HHAP funding to operate Coordinated Entry System to streamline the process of finding housing for those who are homeless or at risk of homelessness, with the intent of housing the most vulnerable individuals first. They also provided a Rental Assistance program to assist local residence in jeopardy of losing their housing to remain in their permanent housing.
- Children's Home of Stockton utilized CDBG & state HHAP funding to operate a transition aged youth program. The aim of transition aged youth programs is to curb and prevent homelessness from the beginning. Given their circumstances, young adults transitioning out of the foster care system are extremely vulnerable to experiencing homelessness. By assisting in funding these programs, these young adults are provided with housing assistance, counseling, and assistance

with educational and career goals with the desired outcome of transitioning them into permanent housing.

- Amelia Ann Adams Whole Life Center provided the Housing Justice Program through HHAP funding. This program met both residences and landlord where they were with housing challenges. Rental assistance was provided for those in eviction jeopardy and that qualified and provided available units through their landlord incentives.

Recognizing the need to build capacity in local nonprofits, especially for those that serve underserved communities, the City invested in a four-year nonprofit capacity building program funded through ARPA and administered by United Way. This innovative approach, the Nonprofit Capacity Building Program, offers a master class in effective and efficient business practices tailored to nonprofits, to assist the City in responding to community need. In 2024, the City approved a fourth year of funding. To date, over 60 nonprofits have graduated the program, from four cohorts, all with a strategic plan, increased business capacity, and new-found support system and lifelong resources through the United Way of San Joaquin.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The actions described in the Lead Based Paint Hazards section of the Consolidated Plan were carried out as needed during PY 2025-2026.

The City of Stockton becomes involved in lead-based paint hazard evaluation and reduction as a result of its implementation and operation of all Federally funded projects available to the residents of Stockton. This includes projects funded with CDBG and HOME. Housing units that were recommended to be rehabilitated were inspected and if necessary, tested for lead-based paint hazards. Based on the test results, any identified hazards are remediated prior to unit occupancy. Included in the City's HOME Policies and Procedures, it is the developer's and/or property owner's duty to distribute the "Renovate Right" Brochure entitled "Protect Your Family from Lead in Your Home" to the tenants and receive a signed acknowledgement form that the reading material was distributed. In the instance of a single-family rehabilitation project, a City employee distributes the material to the homeowner and collect a signed receipt that the material was received.

The City has complied with all Federal requirements related to prevention of lead-based paint poisoning as provided in the Residential Lead-Based Pain Hazard Act of 1992, also commonly referred to as Title X, Housing and Community Development Act of 1992.

In recent years, the City of Stockton updated its Environmental Review Policy & Procedure to ensure all HUD-funded projects are evaluated for environmental impacts and adequate mitigation measures are put in place and appropriately tracked, if required.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's Consolidated Plan included an Antipoverty Strategy. The activities in the City's Antipoverty Strategy can be classified under two categories: Economic Development and Supportive Service Programs. The Consolidated Plan recognized that for households to transition from unemployment or low-income positions to median income positions, there needs to be vocational training, resource management, and life skill training. The Plan also recognized that while households are obtaining the training, the families will continue to need assistance in meeting their basic needs.

Consistent with the City's Antipoverty Strategy, the City funded the following programs/projects:

- Two programs that provided food assistance to homeless and/or low-income individuals.
- Homelessness prevention, landlord incentives, and re-housing activities which provide short-term assistance aimed at keeping households in their homes or in obtaining housing quickly and increasing self-sufficiency
- One transition-aged youth program. This program included youth shelter, workforce development, housing placement, counseling, and preparation for higher education.
- 31 new units of affordable housing were produced through partnering with local non-profit developers.
- The Single-Family Repair Program assisted in preserving 4 units of affordable housing for low-income households by addressing healthy and safety repairs to keep these single-family homes habitable.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During Fiscal Year 2025–2026, the City underwent an organizational restructuring that resulted in name of the department being changed to Housing, Homelessness, Events & Parking (HHEP) Department. While the department's name have changed, many staff responsible for administering the City's HUD programs remain the same, providing continuity in program administration and institutional knowledge.

The HHEP Department is the lead agency responsible for the development of the Consolidated Plan and Annual Action Plan. The HHEP Department is also the primary agency responsible for the administration and management of programs and projects covered by these Plans.

During the 2025-2026 Program Year the City:

- Worked with housing developers to expand the availability of affordable housing.
- Conducted Economic Review Committee (ERC) meetings with housing developers to streamline the process of new developments and rehabilitations.
- Continued efforts to update the grants management policies and procedures both in Housing and Homelessness to minimize the City's risk when making funding investments with local partners.

- Continued to provide workshops and training to vendors and program applicants.
- Continued to implement streamlined reporting and invoicing system for subrecipients.
- Continued to update email lists to keep residents, business owners, and non-profits up to date on funding opportunities.
- Continued to participate in the San Joaquin County Continuum of Care meetings.
- Continued implementation of the Housing Element and adopted a Housing Action Plan and Neighborhood Action Plans.
- Continued to work with affordable housing developers to ensure that their developments include the facilities to provide the services needed for the residents.
- Uploaded handouts and program guidelines to the City's website and utilized the City's social media platforms to keep the public informed.
- The City's Community Development Department (CDD) continued implementation of the Community Virtual Development Assistant Platform, which allows residents and investors to see zoning and allowable uses on an interactive map and anticipated permits, licenses, and resources for specific parcels.
- Worked collaboratively with the County and CoC to update the regional plan to address homelessness, adopt shared goals and have jointly applied for and received more than \$40 million in funding.
- Alongside Family Resource & Referral Center (FRRC), continued efforts to expand the CoC's Coordinated Entry System (CES). The CES is designed to efficiently match people experiencing homelessness to available housing, shelter, and services. Through a coordinated partnership between all organizations and agencies serving the homeless in the community, CES identifies and prioritizes those who are most in need of assistance and provides crucial information that helps communities strategically allocate resources and identify gaps in service.
- Adopted a Language Access Plan that outlines the procedures City staff are taking to assure that Limited English Proficiency community members can access HUD resources.
- Updated the Citizen Participation Plan to integrate the Language Access Plan requirements and to better streamline the public participation and plan approval process.
- Updated the Section 3 Plan to comply with HUD's updated policies. The goal of the Section 3 Plan is to ensure that jobs and economic opportunities generated by HUD funded construction projects, to the greatest extent feasible (and consistent with existing Federal State, and local laws and regulations) are provided to low-income persons.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City is an active partner with the San Joaquin County Continuum of Care (SJCoC), attending meetings regularly and the Homeless Initiatives Manager has joined the Board. The City continues to participate in numerous committees including Strategic Planning, Data and HMIS. The City leverages the SJCoC platform to facilitate coordination between housing and social services agencies and is committing State and Federal funding to strengthen and enhance local system capacity in the areas of

Coordinated Entry and in effective use of data to set, analyze and work towards the successful accomplishment of local performance measures.

Key areas of focus include supporting the ongoing build out and implementation of the Coordinated Entry System and expansion of the Homeless Management Information System. The City is committed to supporting the continued success of the SJCoC and is:

- The City continues to allocate portions of the State's HHAP grant toward the successful operations and growth of the CES and the HMIS.
- Investing in local capacity building for Stockton homeless service providers on the use of the CES, including the ability to share person-level data amongst homeless service providers such that intake efficiency is increased and redundancy amongst services will decrease.
- Incorporating participation in the CES into contract agreements for new affordable housing developments to ensure that housing created through state and federal allocations are utilizing the CES to make housing placements.

The City also continues to have an active role in promoting a Housing First approach and is working in partnership with a technical service provider to frame a service rich understanding of Housing First (Housing First, not Housing Only).

The City continues to work in close partnership with the local Housing Authority (HASJC) and nonprofit housing developers to expand affordable and permanent supportive housing opportunities, with the most recent completed project being Park Center.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City's 2023-2031 Housing Element, required by California state law, provides a comprehensive analysis of housing needs and barriers to affordable housing development. The Housing Element's Assessment of Fair Housing (AFH) component follows the federal Affirmatively Furthering Fair Housing (AFFH) framework, ensuring a commitment for the City of Stockton to take active steps to promote fair housing.

1. Use the Consolidated Plan and AI as mechanisms to increase awareness and participation in fair housing issues. The City should utilize the Consolidated Plan and AI adoption and implementation processes to raise community awareness of the identified barriers to fair housing choice. Hearings and public meetings associated with the planning and implementation should be advertised in the media and members of the public should be invited to participate and provide substantive input.

While this goal is applicable to the period in which the AI and Consolidated Plan is released for public comment, the City holds public meetings and hearings when planning and implementing new plans such as the Annual Action Plan and CAPER. Staff promotes public meetings and hearings through various

means including but not limited to social media posts and the City's website. The City meets this action by closely following Citizen Participation Plan requirements.

2. Periodically monitor progress toward implementation of the AI recommendations. City staff should utilize the existing Consolidated Plan reporting process to consistently monitor and track the progress made toward implementation. This could also include an annual report on the actions taken by area fair housing service providers, including an inventory of the services provided, the number of clients served, the results of fair housing testing, and a breakdown of fair housing cases by type, including evaluation of key client characteristics.

The City uses the annual CAPER to report on the progress and efforts to address the Analysis of Impediments identified in the 2025-2029 Consolidated plan. Each year the CAPER includes fair housing provider accomplishments.

3. Maintain links on appropriate pages of the City's website that direct visitors to housing services and resources, fair housing information, and consumer information. Ensure that information regarding the housing services provided by the City and its partners, including SJFH, is available at designated locations throughout the community, including but not limited to City offices, public libraries, community and civic centers, and other public facilities, particularly those public offices frequented by members of vulnerable populations, such as the elderly, disabled, minorities, and low-income households.

The City maintains a housing website that directs visitors to City housing services and resources. The City provides information regarding housing services provided by the City and its partners throughout the year during community events, city offices, and community facilities throughout the City.

4. Conduct annual trainings, seminars, and information sessions with key City staff who administer and oversee housing programs and code enforcement activities to ensure that these staff are able to accurately provide guidance and referrals with regard to fair housing and landlord-tenant issues.

During the 2025-2026 program year, the City of Stockton procured a new fair housing service provider. As part of the launch of services by its new fair housing provider, City staff will update the website, pass out handouts as well and train staff on providing referrals to the new service provider. In addition, the provider will hold a series of education and outreach services through trainings and workshops within the community.

In June 2025, the City held its annual Contract Workshop for the upcoming 2025-2026 ESG and CDBG public service subrecipients. To reiterate the importance of AFFH, the City provided further technical assistance to future subrecipients on the practice of affirmatively furthering fair housing which is also incorporated through the City's monitoring process throughout the program year.

In June of 2026, Council provided a Town Hall Meeting open to the public to hear and address issues in

the Community. The contracted Fair Housing provider was asked to participate, present information, and stay to answer questions. At least two more large events are planned for late 2026 to engage the public and conduct outreach to the community.

5.. *To the extent possible with limited funding, support SJFH in expanding access to its services by increasing the number of hours the office is open and the number of hours that the phones are answered.*

During the 2025-2026 program year, the City of Stockton procured a new fair housing service provider. The City selected a new vendor, called Project Sentinel, to provide fair housing services to the community. Project Sentinel will be the fair housing provider for the Stockton area providing fair housing counseling, discrimination investigation, trainings to community-based organizations, and public education workshops for tenants and landlords. The City also allocated HHAP funding to Project Sentinel to expand their services to Tenant Landlord Resolution which resulted in keep 7 residents in their homes, who had originally been targeted by predatory landlord practices.

6. *Continue to support and, where possible, expand programs that provide credit counseling, homebuyer counseling and education, and education on tenant rights and responsibilities for households entering or re-entering the rental market, such as formerly homeless households and those entering the homeownership market. This may include providing support to SJFH, as well as other agencies and organizations, including providing funding to continue and expand existing city programs.*

The City annually makes public service funds available. Public service providers have the opportunity to competitively apply for CDBG funds via the City's annual public service NOFA to provide these services. In addition, the City's new fair housing provider provides homebuyer counseling and will make these services available to Stockton residents.

7. *Collaborate with other local jurisdictions to explore additional funding sources that may be leveraged to develop and maintain a program for comprehensive fair housing testing. This should include a dialogue intended to identify the most appropriate provider of these services (e.g., SJFH), as well as to determine ways in which each jurisdiction can contribute, so as to preserve and expand the capacity of organization that administers the testing program.*

The City's new fair housing provider will provide comprehensive fair housing services including fair housing discrimination investigation, fair housing audits and testing, fair housing enforcement including education, outreach, mediation, and information and referral.

8. *Maintain and intensify code enforcement efforts focused on identifying substandard housing units and ensure, to the extent practicable given available resources, supplemental funding for lower-income households necessary to facilitate prompt and satisfactory remediation of identified issues and avoid displacement. Efforts should be coordinated with other appropriate code and law enforcement*

activities, as well as the provision of assorted supportive and fair housing services.

The City holds weekly cross departmental meetings to address substandard buildings, including housing. The Collaboration on Risk Properties (CRP) meetings have representatives from Code Enforcement, Building, Fire, economic development and the attorney's office. The goal is to assist property owners in coming into compliance with building and life safety. If that course of action is not possible then staff create action plans to address the properties. The City also maintains the Single-Family Housing Repair Program which aims to preserve and improve the conditions of low-income households by providing rehabilitation services to address health and safety repairs.

9. *Maintain and expand support necessary for fair housing service providers to conduct fair housing trainings, workshops, and information sessions for residents, property managers and landlords, providing appropriate translation services where possible and necessary.* In the upcoming program year, the City's new fair housing provider, Project Sentinel provide quarterly educational workshops to tenants and landlords and provide trainings to staff of community-based organizations.

10. *Work with financial institutions to encourage marketing of financial services to all segments of the community. For example, lenders in the subprime market were effective in utilizing community resources, local cultural brokers, and affinity group marketing strategies, which indicates that lenders operating in the prime market may also benefit from similar marketing approaches, which can improve access to financing for lower-income and minority populations.*

Visionary Home Builders (VHB), a local City partner, provides clients with homebuyer education workshops, financial capabilities education, and financial literacy workshops. To organize these events, Visionary Home Builders partners with financial institutions to increase accessibility of financial services to low-income and minority populations.

Throughout the year, the City collaborates with local chambers of commerce whose membership includes financial institutions. Through this collaboration, the City seeks partnerships to encourage financial institutions marketing of financial services to lower-income populations.

11. *Leverage the ongoing comprehensive amendment process to address potential barriers to affordable and fair housing, including those identified in the Housing Element. This may also include policies intended to encourage additional affordable housing development in areas of high opportunity, such as moderate- and above moderate-income neighborhoods, though policies should not be crafted in such a way as to discourage affordable housing in any location area otherwise deemed appropriate for residential uses.*

The City continued to work with its housing partners to find affordable housing development opportunities throughout the city.

12. *Pursue a comprehensive update of the City's development impact fees, including the Capital*

Facilities Fees and Community Development Department fees to ensure that the fees charged are commensurate with the impact and sufficient to offset departmental costs.

The Community Development Department (CDD) published the results of the 2024-2025 fee study. Currently, the City has a Non-Residential Fee Deferral Program to stimulate economic development within the City of Stockton and assist developers with upfront development fees. In addition, the City waives Public Facility Fees for all affordable housing projects and all housing projects in the downtown area.

13. Continue to comply with applicable anti-discrimination requirements, including, but not limited to, all applicable federal regulations associated with the use of CPD grant funds under the CDBG, HOME, and ESG programs.

The City maintains compliance with antidiscrimination requirements and passes off those same fair housing and antidiscrimination requirements to subrecipients by including language in the contracts that enforce antidiscrimination and fair housing practices. The City monitors and enforces anti-discrimination compliance via its ongoing monitoring of subrecipients and housing partners.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City uses several types of monitoring to ensure compliance with the various funding regulations, including annual certification of residency letters, formal site visit monitoring, phone calls and emails throughout the life of a project, quarterly reports, and reviewing performance reports and organization's audits before and after funding. Throughout the program year, the City assesses program compliance through review of quarterly reports, quarterly invoicing, and continuous correspondence via phone, email, and virtual meetings.

For CDBG and ESG public service contracts, the City collected quarterly reports and invoices. The quarterly reports detail both the accomplishments and challenges our subrecipients are facing during the program year. The City requires that each invoice submitted not only details the transaction ledgers but includes all receipts and relevant backup documentation. This method allows the City to evaluate that each cost reimbursed is allowable, necessary, and reasonable. Moreover, by requiring invoices to be submitted in tandem with reporting, the City is able to monitor that deliverables are being met and are in line with the expenditures charged to the HUD program.

The City also conducts a minimum of one on-site monitoring visit of CDBG and ESG subrecipients. During PY 2025-2026, the City's monitoring focused on 2024-2025 subrecipient monitoring compliance.

For the City's Housing Rehabilitation Program monitoring, all single-family borrowers receive annual questionnaires to verify occupancy.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City adheres to its Citizen Participation Plan (CPP) in providing for and encouraging public participation in the development, administration, and disbursement of its Federal funding. Public outreach is conducted to ensure that minorities, non-English-speaking persons, low- and moderate-income persons, persons with disabilities, and advocates for seniors, business stakeholders, homeless persons, populations for whom the programs are designed to serve, are aware of how to provide feedback.

Consistent with the City's Citizen Participation Plan, the draft CAPER is made available for a 15-day public comment period. During the public comment period, the City hosts a public hearing to review and hear public comments on the 2025-2026 CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During the 2025-2026 program year, the City of Stockton did not make any changes to the program objectives outlined in the 2025-2026 Annual Action Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City does not have open BEDI grants.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not Applicable

DRAFT

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Following monitoring exemptions provided in response to COVID-19, the City continued planning a monitoring schedule and gathering materials to conduct a series of past-due inspections dating back to late 2019. With the COVID monitoring pause and staff turnover during 2019 to 2022, the City's rental housing monitoring efforts were paused. In PY 2024-2025, the City was appointed a technical assistance consultant, ICF, to assist in updating its HOME rental housing monitoring policy. In 2025, the City continued to work with ICF to develop a rental housing monitoring policy. The City expects to resume HOME monitoring activities in the next several months.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

In compliance with the Affirmative Marketing requirements, the City requires owners of HOME assisted rental projects to advertise for tenants according to affirmative marketing requirements. The City also requires affordable housing partners to provide information and reference information regarding Affirmative Marketing, Federal Fair Housing, tenant rights, assisted housing, and correction of substandard conditions in tenant-occupied dwellings.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During this program year, the City received \$416,069.96 in HOME program income. Program income received will be committed to future HOME projects. The City drew HOME program income (PI) funds in the amount of \$234,087.85 in PY 2025-2026.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The City of Stockton seeks to continuously improve its programs and infrastructure to serve the community as best as possible through local, state, and federal partnerships. In addition to federal HUD funding, the City has utilized state funding such as Permanent Local Housing Allocation (PLHA) program funds and Homeless Housing, Assistance Prevention (HHAP) program funds to foster the production of

affordable housing units. In recent years, PLHA funds have been used to support several affordable rental housing projects.

Moreover, when feasible, the City continues to partner with affordable housing developers to apply for state of California grant funds to leverage HUD funds for the production of affordable housing units for vulnerable populations.

The City of Stockton's efforts to foster and maintain affordable housing earned the City a Pro-housing Designation from the California Housing and Community Development Department (HCD) in April 2023. This designation was determined by the community's commitment to build more housing and adopting policies whose end goal is to increase housing production to help meet the State's goal of 2.5 million new homes over the next eight years, with at least one million serving the needs of low-income Californians. The Pro-housing Designation allows the City to receive incentives such as additional points or other preferences in the scoring of competitive funding programs administered by the HCD. Due to the Pro-housing Designation, the City has been awarded a new funding source called the Pro-housing Incentive Pilot (PIP) Program which the City intends to use towards the production of new affordable housing units.

DRAFT

CR-58 – Section 3**Identify the number of individuals assisted and the types of assistance provided**

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

Not Applicable

DRAFT

ESG SAGE CAPER

9/10/26, 4:51 PM

Sage: Reports: Submission Overview: ESG: CAPER



Submission Overview: ESG: CAPER

Report: CAPER

Period: 7/1/2025 - 6/30/2026

Your user level here: Data Entry

Step 1: Dates

7/1/2025 to 6/30/2026

Step 2: Contact Information

Grant Contact

The Contact Person should be the person that the HUD Field Office or HUD Headquarters should contact regarding your CAPER submission should there be any questions or issues. The contact person should be familiar with both the project and the CAPER submission. This is also the person who will receive the email from Sage acknowledging the submission of the CAPER to the HUD Field Office and of the action taken by the Field Office approval, request to resubmit, comments, etc.

First Name	Housing, Homelessness, Events & Parking
Middle Name	
Last Name	Department
Suffix	
Title	
Street Address 1	501 W. Weber Ave., Building 2, 4th Floor
Street Address 2	
City	Stockton
State	California
ZIP Code	95203
E-mail Address	hhep@stocktonca.gov
Phone Number	(209)937-8538
Extension	
Fax Number	

Additional Contact(s)

Additional contact(s) will receive automatic email notifications from Sage regarding report status changes.

9/10/26, 4:51 PM

Sage: Reports: Submission Overview: ESG: CAPER

Step 4: Grant Information**Emergency Shelter Rehab/Conversion**

Did you create additional shelter beds/units through an ESG-funded rehab project No

Did you create additional shelter beds/units through an ESG-funded conversion project No

Data Participation Information

Are there any funded projects, except HMIS or Admin, which are not listed on the Project Links and Uploads form? This includes projects in the HMIS and from VSP No

Step 5: Project Outcomes

Project outcomes are required for all CAPERS where the program year start date is 1-1-2021 or later. This form replaces the narrative in CR-70 of the eCon Planning Suite.

From the Action Plan that covered ESG for this reporting period copy and paste or retype the information in Question 5 on screen AP-90: "Describe performance standards for evaluating ESG."

The City of Stockton will work with the CoC and utilize data captured by HMIS to evaluate the outcomes of ESG assisted programs. The goal of this approach is to use these performance measures to measure the efficacy of the programs and inform future programing decisions. When evaluating the programs, we will look to data collected in HMIS such as length of homelessness, employment status, and retention into permanent housing solutions to build reasonable and attainable performance measures for ESG funded programs.

Based on the information from the Action Plan response previously provided to HUD:

1. Briefly describe how you met the performance standards identified in A-90 this program year. *If they are not measurable as written type in N/A as the answer.*

The performance measures are achieved not only by the organization and their efforts but also through consistency of messaging and expectations set in our NOFA and contract development stages and carried through in our contract management stage. In the NOFA phase we hold several workshops to not only discuss the application but also contracting expectations, such as, reporting and invoicing. Once awarded during the contract development stage we hold a subrecipient training that further explores contracting obligations and again dives deeper into the expectations of both reporting and invoicing. Also, last year we drafted ESG Written Standards, and they are reviewed with the subrecipient and included in their contract. During the contract management stage, we also utilize the Neighborly Software Platform to collect our quarterly reports and allows for reminder and past due functions to assist with the reporting requirements. We also make it a point to engage with our organizations through other functions such as the Continuum of Care and Chamber of Commerce to interact with our organizations in order to support the work that they do and allows for a better partnership and understanding to be able to tackle any issues should they arise.

2. Briefly describe what you did not meet and why. *If they are not measurable as written type in N/A as the answer.*

N/A

OR

3. If your standards were not written as measurable, provide a sample of what you will change them to in the future? *If they were measurable and you answered above type in N/A as the answer.*

N/A

9/10/26, 4:51 PM

Sage: Reports: Submission Overview: ESG: CAPER

Step 6: Financial Information**ESG Information from IDIS**

As of 9/4/2026

FY	Grant Number	Current Authorized Amount	Funds Committed By Recipient	Funds Drawn	Balance Remaining	Obligation Date	Expenditure
2025	E25MC060026	\$284,821.00	\$284,821.00	\$61,580.78	\$223,240.22	9/24/2025	9/24/2027
2024	E24MC060026	\$283,046.00	\$283,046.00	\$257,208.25	\$25,837.75	12/9/2024	12/9/2026
2023	E23MC060026	\$275,046.00	\$275,046.00	\$275,046.00	\$0	8/30/2023	8/30/2025
2022	E22MC060026	\$284,870.00	\$284,870.00	\$284,870.00	\$0	11/13/2022	11/13/2024
2021	E21MC060026	\$292,379.00	\$292,378.63	\$292,378.63	\$0.37	9/22/2021	9/22/2023
2020	E20MC060026	\$292,582.00	\$292,582.00	\$292,582.00	\$0	6/19/2020	6/19/2022
2019	E19MC060026	\$292,889.00	\$292,889.00	\$292,889.00	\$0	10/23/2019	10/23/2021
2018	E18MC060026	\$290,376.00	\$290,376.00	\$290,376.00	\$0	8/9/2018	8/9/2020
2017	E17MC060026	\$890,549.00	\$890,549.00	\$890,549.00	\$0	10/19/2017	10/19/2019
2016	E16MC060026	\$291,273.00	\$291,273.00	\$291,273.00	\$0	9/29/2016	9/29/2018
2015	E15MC060026	\$295,268.00	\$295,268.00	\$295,268.00	\$0	10/20/2015	10/20/2017
Total		\$4,265,505.00	\$4,265,504.63	\$4,016,426.66	\$249,078.34		

Expenditures	2025 Yes	2024 Yes	2023 Yes	2022 No	2021 No	2020 No	2019
	FY2025 Annual ESG Funds for	FY2024 Annual ESG Funds for	FY2023 Annual ESG Funds for				
Homelessness Prevention	Non-COVID	Non-COVID	Non-COVID				
Rental Assistance	54,764.56	55,803.96	41,938.27				
Relocation and Stabilization Services - Financial Assistance							
Relocation and Stabilization Services - Services							
Hazard Pay (unique activity)							
Landlord Incentives (unique activity)							
Volunteer Incentives (unique activity)							
Training (unique activity)							
Homeless Prevention Expenses	54,764.56	55,803.96	41,938.27				
	FY2025 Annual ESG Funds for	FY2024 Annual ESG Funds for	FY2023 Annual ESG Funds for				
Rapid Re-Housing	Non-COVID	Non-COVID	Non-COVID				
Rental Assistance							
Relocation and Stabilization Services - Financial Assistance							
Relocation and Stabilization Services - Services							
Hazard Pay (unique activity)							
Landlord Incentives (unique activity)							

https://www.sagehmis.info/secure/reports/filterpages/galactic.aspx?reportID=310&client_ID=78940&157.4340=166247&iid=166247&autoexecute=true... 3/6

9/10/26, 4:51 PM

Sage: Reports: Submission Overview: ESG: CAPER

Volunteer Incentives (unique activity)			
Training (unique activity)			
RRH Expenses	0.00	0.00	0.00
	FY2025 Annual ESG Funds for	FY2024 Annual ESG Funds for	FY2023 Annual ESG Funds for
Emergency Shelter	Non-COVID	Non-COVID	Non-COVID
Essential Services			
Operations	166,121.27	101,770.56	
Renovation			
Major Rehab			
Conversion			
Hazard Pay (unique activity)			
Volunteer Incentives (unique activity)			
Training (unique activity)			
Emergency Shelter Expenses	166,121.27	101,770.56	0.00
	FY2025 Annual ESG Funds for	FY2024 Annual ESG Funds for	FY2023 Annual ESG Funds for
Temporary Emergency Shelter	Non-COVID	Non-COVID	Non-COVID
Essential Services			
Operations			
Leasing existing real property or temporary structures			
Acquisition			
Renovation			
Hazard Pay (unique activity)			
Volunteer Incentives (unique activity)			
Training (unique activity)			
Other Shelter Costs			
Temporary Emergency Shelter Expenses			
	FY2025 Annual ESG Funds for	FY2024 Annual ESG Funds for	FY2023 Annual ESG Funds for
Street Outreach	Non-COVID	Non-COVID	Non-COVID
Essential Services			
Hazard Pay (unique activity)			
Volunteer Incentives (unique activity)			
Training (unique activity)			
Handwashing Stations/Portable Bathrooms (unique activity)			
Street Outreach Expenses	0.00	0.00	0.00
	FY2025 Annual ESG Funds for	FY2024 Annual ESG Funds for	FY2023 Annual ESG Funds for

https://www.sagehmis.info/secure/reports/filterpages/galactic.aspx?reportID=310&client_ID=78940&157.4340=166247&iid=166247&autoexecute=true... 4/6

9/10/26, 4:51 PM

Sage: Reports: Submission Overview: ESG: CAPER

Other ESG Expenditures	Non-COVID	Non-COVID	Non-COVID
Cell Phones -for persons in CoC/YHDP funded projects (<i>unique activity</i>)			
Coordinated Entry COVID Enhancements (<i>unique activity</i>)			
Training (<i>unique activity</i>)			
Vaccine Incentives (<i>unique activity</i>)			
HMIS			
Administration	21,362.00		
Other Expenses	21,362.00	0.00	0.00
	FY2025 Annual ESG Funds for Non-COVID	FY2024 Annual ESG Funds for Non-COVID	FY2023 Annual ESG Funds for Non-COVID
Total Expenditures	242,247.83	157,574.52	41,938.27
Match	242,247.83	157,574.52	41,938.27
Total ESG expenditures plus match	484,495.66	315,149.04	83,876.54

Total expenditures plus match for all years

9/10/26, 4:51 PM

Sage: Reports: Submission Overview: ESG: CAPER

Step 7: Sources of Match

	FY2025	FY2024	FY2023	FY2022	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016	FY2015
Total regular ESG plus COVID expenditures brought forward	\$242,247.83	\$157,574.52	\$41,938.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total ESG used for COVID brought forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total ESG used for regular expenses which requires a match	\$242,247.83	\$157,574.52	\$41,938.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Match numbers from financial form	\$242,247.83	\$157,574.52	\$41,938.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Match Percentage	100.00%	100.00%	100.00%	0%	0%	0%	0%	0%	0%	0%	0%

Match Source

Other Non-ESG HUD Funds

Other Federal Funds

State Government

Local Government

Private Funds

Other

Fees

Program Income

Total Cash Match

Non Cash Match

Total Match

FY2025 FY2024 FY2023 FY2022 FY2021 FY2020 FY2019 FY2018 FY2017 FY2016 FY2015

62,304.37 55,803.96 41,938.27

179,943.46 101,770.56 101,770.56

242,247.83 157,574.52 143,708.83 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

242,247.83 157,574.52 143,708.83 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

Step 8: Program Income

Program income is the income received by the recipient or subrecipient directly generated by a grant supported activity. Program income is defined in 2 CFR §200.307. More information is also available in the [ESG CAPER Guidebook](#).

Did the recipient earn program income from any ESG project during the program year?

Step 9: Additional Comments

Please provide any additional comments on other areas of the CAPER that need explanations:

Financial data for previous fiscal years includes adjustments due to late invoicing. Current FY 2025–2026 totals are provisional and subject to change pending the processing of outstanding invoices.

PR-26



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2025
 STOCKTON, CA

DATE: 09-08-26
 TIME: 17:18
 PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	4,307,226.78
02 ENTITLEMENT GRANT	3,229,216.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	236,680.62
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	7,773,123.40

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,770,774.57
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	43,642.03
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,814,416.60
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	534,207.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	2,348,623.60
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	5,424,499.80

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,755,774.57
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	43,642.03
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,799,416.60
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	99.17%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2025 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	1,814,416.60
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS	1,799,416.60
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	99.17%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	388,639.80
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	58,721.66
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	447,361.46
32 ENTITLEMENT GRANT	3,229,216.00
33 PRIOR YEAR PROGRAM INCOME	339,344.52
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	3,568,560.52
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	12.54%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	534,207.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	534,207.00
42 ENTITLEMENT GRANT	3,229,216.00
43 CURRENT YEAR PROGRAM INCOME	236,680.62
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	3,465,896.62
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	15.41%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2025
STOCKTON, CA

DATE: 09-08-26
TIME: 17:18
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	3	1814	7131666	2572 E. LINDSAY ST - ACQUISITION	03C	LMC	\$25,000.00
					03C	Matrix Code	\$25,000.00
2018	22	1590	7159685	Oak Park Ice Arena PO 216103	03F	LMA	(\$43,642.03)
					03F	Matrix Code	(\$43,642.03)
2025	6	1833	7148584	SAFE ROUTES TO SCHOOL SIDEWALK GAP CLOSURE - CDBG	03K	LMA	\$124,192.50
2025	6	1833	7162781	SAFE ROUTES TO SCHOOL SIDEWALK GAP CLOSURE - CDBG	03K	LMA	\$498,861.00
2025	6	1833	7178060	SAFE ROUTES TO SCHOOL SIDEWALK GAP CLOSURE - CDBG	03K	LMA	\$89,720.50
					03K	Matrix Code	\$712,774.00
2024	5	1837	7162781	PROJECT SENTINEL - FAIR HOUSING	05J	LMC	\$14,383.50
2024	5	1837	7183673	PROJECT SENTINEL - FAIR HOUSING	05J	LMC	\$31,361.23
					05J	Matrix Code	\$45,744.73
2025	5	1843	7178060	The Emergency Food Bank	05W	LMC	\$93,837.37
					05W	Matrix Code	\$93,837.37
2025	5	1840	7162781	Children's Home	05Z	LMC	\$102,360.23
2025	5	1840	7189843	Children's Home	05Z	LMC	\$32,639.77
2025	5	1841	7178060	Friends Outside	05Z	LMC	\$71,813.12
2025	5	1844	7178060	Tuleburg Press	05Z	LMC	\$42,244.58
					05Z	Matrix Code	\$249,057.70
2024	3	1820	7082647	Barrett, Theodore EH25152	14A	LMH	\$150,250.76
2024	3	1820	7119818	Barrett, Theodore EH25152	14A	LMH	\$2,830.00
2024	3	1820	7131666	Barrett, Theodore EH25152	14A	LMH	\$27,135.00
2024	3	1821	7082647	Berry/Morris EH26151	14A	LMH	\$3,500.00
2024	3	1821	7119818	Berry/Morris EH26151	14A	LMH	\$33,040.00
2024	3	1821	7131666	Berry/Morris EH26151	14A	LMH	\$5,500.00
2024	3	1829	7119818	Gonzalez, Lazaro & Maria- EH26152	14A	LMH	\$39,150.00
2024	3	1829	7131666	Gonzalez, Lazaro & Maria- EH26152	14A	LMH	\$64,154.80
2024	3	1829	7148584	Gonzalez, Lazaro & Maria- EH26152	14A	LMH	\$13,269.20
2024	3	1831	7131666	Griffin, Ruyford EH26153	14A	LMH	\$11,335.00
2024	3	1831	7148584	Griffin, Ruyford EH26153	14A	LMH	\$34,968.00
2024	3	1832	7178060	Blain, Marianne EH26154	14A	LMH	\$58,440.00
2024	3	1832	7183673	Blain, Marianne EH26154	14A	LMH	\$26,880.00
					14A	Matrix Code	\$470,452.76
2025	2	1826	7119778	CDBG Housing Program Operations FY25-26	14H	LMH	\$962.41
2025	2	1826	7119818	CDBG Housing Program Operations FY25-26	14H	LMH	\$78,145.36
2025	2	1826	7131666	CDBG Housing Program Operations FY25-26	14H	LMH	\$30,249.74
2025	2	1826	7148584	CDBG Housing Program Operations FY25-26	14H	LMH	\$24,238.72
2025	2	1826	7162781	CDBG Housing Program Operations FY25-26	14H	LMH	\$36,484.73
2025	2	1826	7178060	CDBG Housing Program Operations FY25-26	14H	LMH	\$17,611.66
2025	2	1826	7183673	CDBG Housing Program Operations FY25-26	14H	LMH	\$553.50
2025	2	1826	7187390	CDBG Housing Program Operations FY25-26	14H	LMH	\$7,140.09
					14H	Matrix Code	\$195,386.21
2024	4	1838	7162781	Entrepreneurship Grant- A Tavola Together	18C	LMC	\$2,500.00
2026	8	1848	7178060	26-27 Entrepreneurship Grant- CAPCC & SBDC	18C	LMC	\$2,500.00
2026	8	1849	7189843	26-27 Entrepreneurship Grant- Uptima	18C	LMC	\$2,163.83
					18C	Matrix Code	\$7,163.83
Total							\$1,755,774.57

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

	Office of Community Planning and Development	DATE: 09-08-26
	U.S. Department of Housing and Urban Development	TIME: 17:18
	Integrated Disbursement and Information System	PAGE: 3
	PR26 - CDBG Financial Summary Report	
	Program Year 2025 STOCKTON, CA	

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2024	5	1837	7162781	No	PROJECT SENTINEL - FAIR HOUSING	B24MC080028	EN	05J	LMC	\$14,383.50
2024	5	1837	7183673	No	PROJECT SENTINEL - FAIR HOUSING	B19MC080028	PI	05J	LMC	\$27,093.37
2024	5	1837	7183673	No	PROJECT SENTINEL - FAIR HOUSING	B20MC080028	PI	05J	LMC	\$4,267.88
								05J	Matrix Code	\$45,744.73
2025	5	1843	7178060	No	The Emergency Food Bank	B24MC080028	EN	05W	LMC	\$93,837.37
								05W	Matrix Code	\$93,837.37
2025	5	1840	7162781	No	Children's Home	B21MC080028	EN	05Z	LMC	\$96,325.07
2025	5	1840	7162781	No	Children's Home	B24MC080028	EN	05Z	LMC	\$6,035.16
2025	5	1840	7189843	No	Children's Home	B25MC080028	PI	05Z	LMC	\$32,639.77
2025	5	1841	7178060	No	Friends Outside	B24MC080028	EN	05Z	LMC	\$71,813.12
2025	5	1844	7178060	No	Tuleburg Press	B24MC080028	EN	05Z	LMC	\$42,244.58
								05Z	Matrix Code	\$249,057.70
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$388,639.80
Total										\$388,639.80

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2025	1	1825	7119778	CDBG Administration FY25-26	21A		\$1,666.89
2025	1	1825	7119818	CDBG Administration FY25-26	21A		\$206,994.84
2025	1	1825	7131666	CDBG Administration FY25-26	21A		\$120,756.71
2025	1	1825	7148584	CDBG Administration FY25-26	21A		\$75,006.22
2025	1	1825	7162781	CDBG Administration FY25-26	21A		\$60,928.16
2025	1	1825	7178060	CDBG Administration FY25-26	21A		\$57,045.17
2025	1	1825	7183673	CDBG Administration FY25-26	21A		\$1,452.62
2025	1	1825	7189843	CDBG Administration FY25-26	21A		\$2,390.53
2025	1	1825	7192879	CDBG Administration FY25-26	21A		\$7,665.86
					21A	Matrix Code	\$534,207.00
Total							\$534,207.00



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
STOCKTON , CA

DATE: 09-08-26
TIME: 17:16
PAGE: 1

PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	3,876,349.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	3,876,349.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	2,617,850.17
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	518,236.92
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	3,136,087.09
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	740,261.91

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	2,278,450.17
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	2,278,450.17
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	2,617,850.17
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	87.04%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	400,000.00
17 CDBG-CV GRANT	3,876,349.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	10.32%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	518,236.92
20 CDBG-CV GRANT	3,876,349.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	13.37%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
STOCKTON, CA

DATE: 09-08-26
TIME: 17:16
PAGE: 2

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	35	1632	6456096	Stockton Small Business Relief Grant - PO 218703	18A	LMJ	\$1,320,000.00
			6545158	Stockton Small Business Relief Grant - PO 218703	18A	LMJ	\$366,450.00
	38	1688	6757625	Ent. Grant- A Tavola Together	18C	LMA	\$60,000.00
		1692	6545158	Ent. Grant- Mexican Heritage Center	18A	LMA	\$26,147.92
			6632006	Ent. Grant- Mexican Heritage Center	18A	LMA	\$18,852.00
		1693	6545158	Ent Grant- Main Street Launch	18C	LMA	\$3,500.00
			6757625	Ent Grant- Main Street Launch	18C	LMA	\$21,500.00
		1694	6757625	Ent. Grant- Launch Pad Foundation	18C	LMA	\$62,000.25
	43	1721	6545158	Urban Ag and Food Insecurity Program	05W	LMC	\$28,815.14
			6810707	Urban Ag and Food Insecurity Program	05W	LMC	\$142,076.48
			6922139	Urban Ag and Food Insecurity Program	05W	LMC	\$229,108.38
Total							\$2,278,450.17

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	43	1721	6545158	Urban Ag and Food Insecurity Program	05W	LMC	\$28,815.14
			6810707	Urban Ag and Food Insecurity Program	05W	LMC	\$142,076.48
			6922139	Urban Ag and Food Insecurity Program	05W	LMC	\$229,108.38
Total							\$400,000.00

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	39	1614	6456096	CDBG-CV Administration	21A		\$56,718.96
			6517138	CDBG-CV Administration	21A		\$73,888.42
			6545158	CDBG-CV Administration	21A		\$24,170.24
			6546191	CDBG-CV Administration	21A		\$24,877.57
			6574258	CDBG-CV Administration	21A		\$15,924.13
			6575174	CDBG-CV Administration	21A		\$9,321.43
			6591956	CDBG-CV Administration	21A		\$14,895.71
			6598944	CDBG-CV Administration	21A		\$15,718.60
			6632006	CDBG-CV Administration	21A		\$22,357.57
			6683860	CDBG-CV Administration	21A		\$9,103.81

		Office of Community Planning and Development				DATE:	09-08-26
		U.S. Department of Housing and Urban Development				TIME:	17:16
		Integrated Disbursement and Information System				PAGE:	3
		PR26 - CDBG-CV Financial Summary Report					
		STOCKTON , CA					
Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	39	1614	6757625	CDBG-CV Administration	21A		\$75,997.74
			6801206	CDBG-CV Administration	21A		\$31,276.41
			6846553	CDBG-CV Administration	21A		\$15,329.75
			6922139	CDBG-CV Administration	21A		\$40,625.11
			7023851	CDBG-CV Administration	21A		\$56,900.51
			7101401	CDBG-CV Administration	21A		\$15,187.46
			7192847	CDBG-CV Administration	21A		\$15,943.50
Total							\$518,236.92

DRAFT

2025-2026 CAPER Goals and Accomplishments

Consolidated Plan Goals	Activities Funded	5-Year Activity Goals	1-Year Accomplishments	1-Year Allocations	1-Year Expenditures
Develop & Rehabilitate Affordable Housing Units	1) Affordable Housing Construction, Acquisition, and Rehabilitation 2) Homeowner Housing Rehabilitation	Multifamily Units Constructed: 250 Units	50 Units	HOME: \$3,577,435	HOME: \$8,244,018 CDBG: \$495,453
		Units Acquired: 25 Units	5 Units		
		Multifamily Rental Units Rehabilitated: 155 Units	31 Units		
		Homeowner Housing Units Rehabilitated: 25 Units	4 Units		
Provide Services to Prevent & Reduce Homelessness	1) Homeless Prevention	Persons Served with Homeless Prevention: 225 Persons Assisted	442 Persons Assisted/ 221 Households	ESG: \$263,460	ESG: \$288,186
	2) Emergency Shelter 3) Rapid Rehousing	Homeless Persons Served at Overnight Shelters: 125 Persons Assisted	40 Persons Assisted/ 29 Adults		
Resilient Infrastructure & Public Facilities	1) Public Infrastructure Improvements	Persons Served by Public Infrastructure Improvements: 1000 Persons Assisted	465 Persons Assisted	CDBG: \$1,000,000	CDBG: \$712,774
		Persons Served in Targeted Revitalization: 250 Persons Assisted	0 Persons Assisted		
		Acres of Contamination Cleaned Up: 3 Acres	0 Acres		
Healthy Neighborhoods & Residents	1) Public Services 2) Fair Housing	125,000 Persons Served	55,098 Persons Served	CDBG: \$737,931	CDBG: \$393,118
Support Businesses	1) Commercial Façade Forgivable Loan	Façade Treatment/Business Buildings Rehabilitated: 15 Businesses Assisted	0 Businesses Assisted	CDBG: \$280,000	CDBG: \$15,000
	2) Code Compliance	Business Support Program: 10 Businesses assisted	0 Businesses Assisted		
	3) Stocked Full of Produce	Micro-Enterprises Assisted: 10 Businesses Assisted	1 Business Assisted		
Increase Access to Economic Opportunity	1) Entrepreneurship Program	25 Persons assisted	0 Persons Assisted	CDBG: \$350,000	CDBG: \$7,164
		Micro-Enterprises Assisted: 25 Businesses Assisted	3 Businesses Assisted		

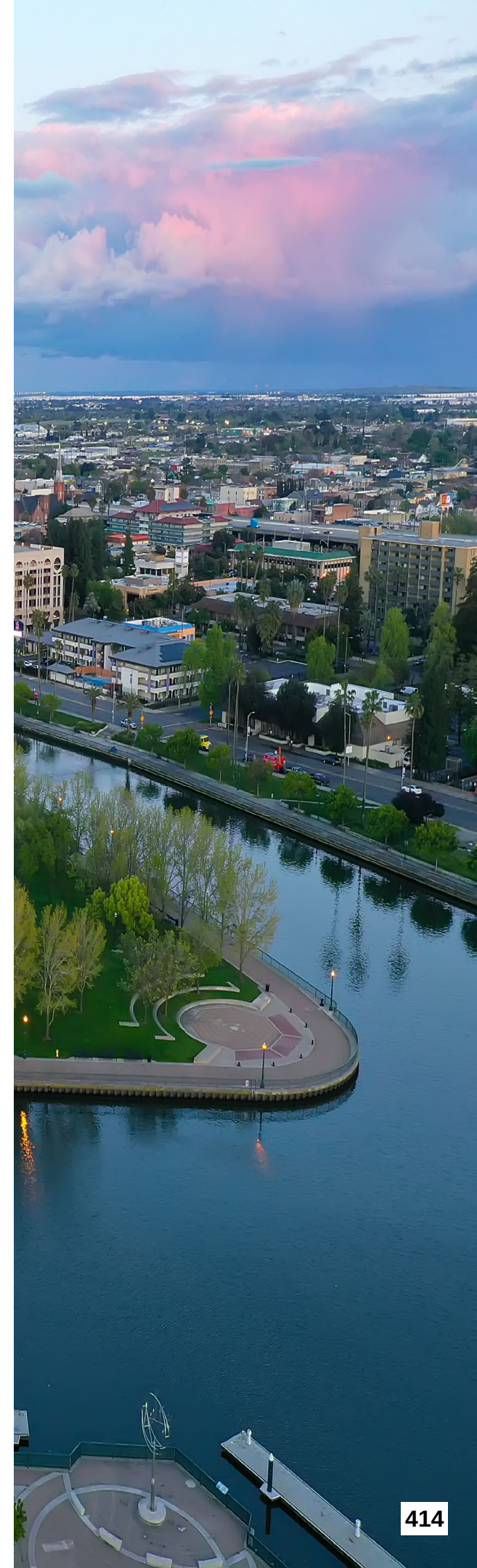
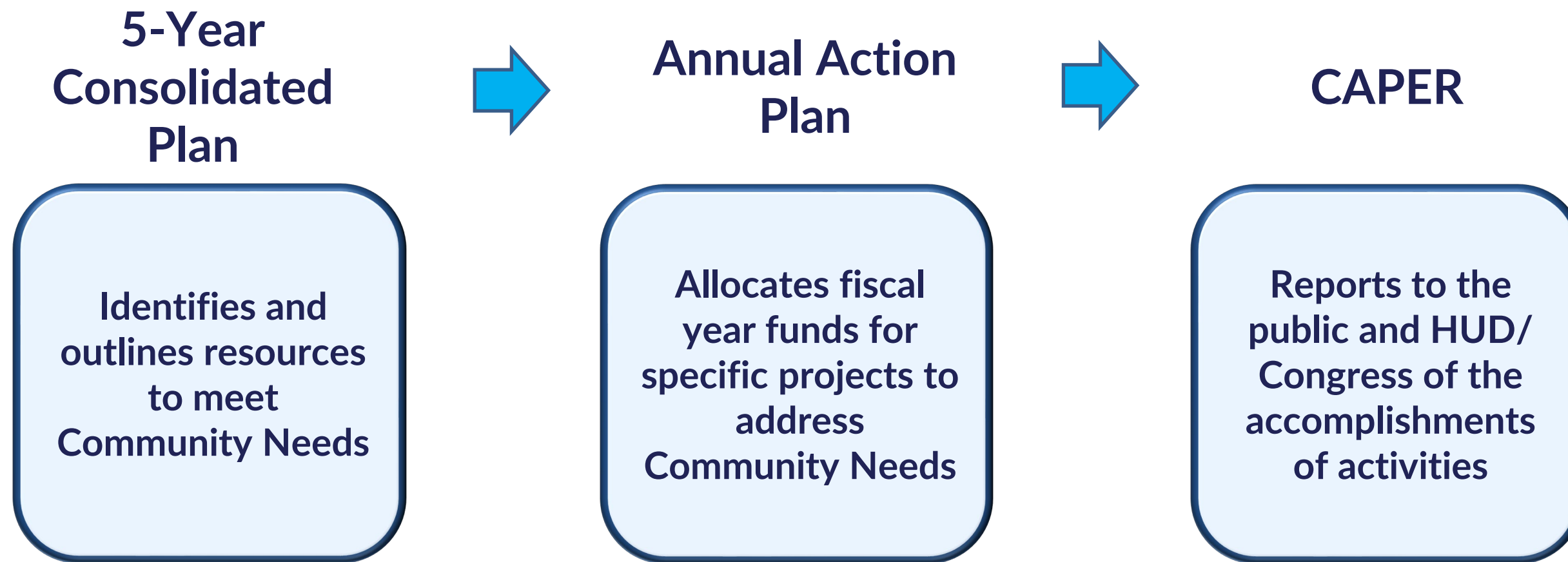
2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER)

CITY COUNCIL MEETING
ITEM 10.02
OCTOBER 13, 2026

BACKGROUND

As a HUD Entitlement Community, the City of Stockton is a recipient of:

- Community Development Block Grant (CDBG)
- Emergency Solutions Grant (ESG)
- HOME Investment Partnerships Program (HOME)



2025-2029 CONSOLIDATED PLAN GOALS

Develop & Rehabilitate Affordable Housing Units

Provide Funding to Direct Services Providers to Prevent & Reduce Homelessness

Resilient Infrastructure & Public Facilities

Healthy Neighborhoods & Residents

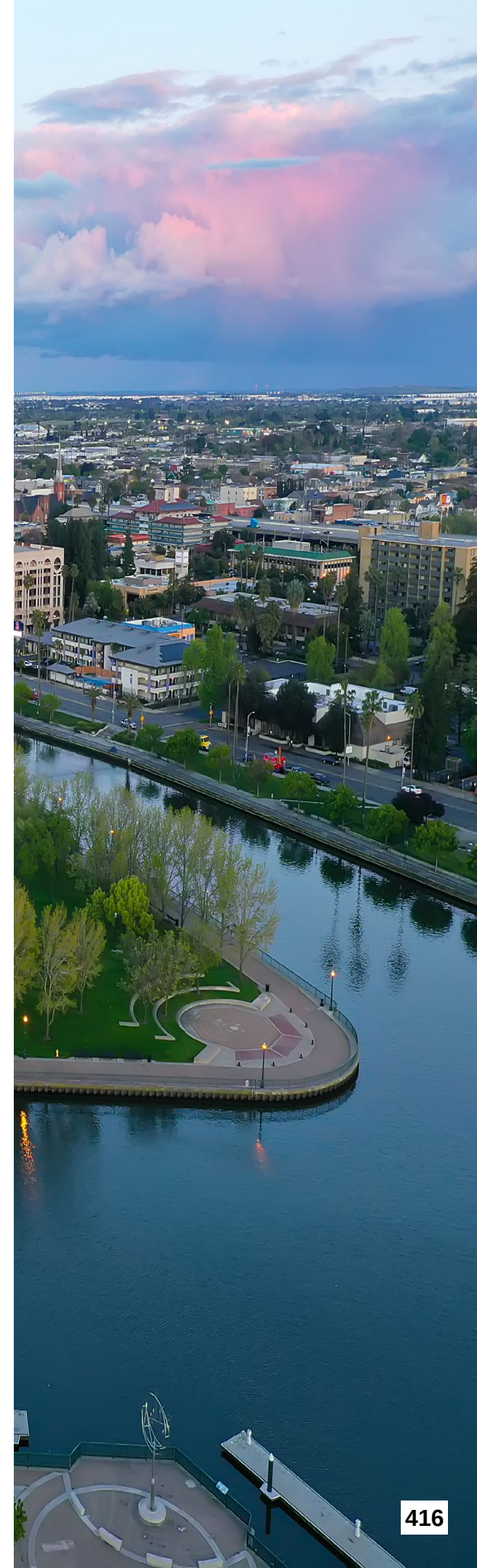
Support Businesses

Increase Access to Economic Opportunity

2025-2026 HUD Allocations

2025-2026 Awarded and Expended				
Program	25-26 Award	Program Income	Award + PI	Expended
CDBG	\$3,229,216.00	\$236,680.62	\$3,465,896.62	\$1,623,509.03
ESG	\$284,821.00	\$0	\$284,821.00	\$288,186
HOME	\$1,382,561.08	\$416,069.96	\$1,798,631.04	\$8,224,018.34

- Program income is money generated from HUD-funded activities
- Program income is to be applied to future program years



Goals and Accomplishments

Consolidated Plan Goals	2025-2029 Con Plan Activity/Goals	2025-2026 Accomplishments	Current Allocation	Expended*
Affordable Housing	Multifamily Units Constructed: 250 Units	50 Units	HOME \$3,577,435	HOME \$8,224,018 CDBG \$495,452
	Units Acquired: 25 Units	5 Units		
	Multifamily Rental Units Rehabilitated: 155 Units	31 Units		
	Homeowner Housing Units Rehabilitated: 25 Units	4 Units		
Homeless Services	Persons Served with Homeless Prevention: 225 Persons Assisted	442 Persons Assisted	ESG \$263,460	ESG \$288,186
	Homeless Persons Served at Overnight Shelters: 125 Persons Assisted	40 Persons Assisted		
Increase Access to Economic Opportunity	25 Persons Assisted	0 Persons Assisted	CDBG \$350,000	CDBG \$7,164
	Entrepreneurship Program: 25 Micro-Enterprises Assisted	3 Micro-Enterprises Assisted		

* Includes past allocations actually expended in the previous 12 months



Goals and Accomplishments

Consolidated Plan Goals	2025-2029 Con Plan Activity/Goals	2025-2026 Accomplishments	Current Allocation	Expended*
Resilient Infrastructure & Public Facilities	Persons Served by Public Infrastructure Improvements: 1000 Persons Assisted	465 Persons Assisted	CDBG \$1,000,000	CDBG \$712,774
	Persons Served in Targeted Revitalization: 250 Persons Assisted	0 Persons Assisted		
	Acres of Contamination Cleaned Up: 3 Acres	0 Acres		
Healthy Neighborhoods & Residents	Public Services & Fair Housing: 125,000 Persons Served	55,098 Persons Served	CDB: \$737,931	CDBG \$393,118
Support Businesses	Business Support Program: 10 Businesses assisted	0 Businesses Assisted	CDBG \$280,000	CDBG \$15,000
	Financial Assistance Provided to Small Businesses: 10 Micro-Enterprises Assisted	0 Businesses Assisted		
	Business Support Program: 10 Businesses assisted	1 Micro-Enterprise Assisted		

* Includes past allocations actually expended in the previous 12 months





YOUR VOICE.
OUR FUTURE.



QUESTIONS?
<https://www.stocktonca.gov/housing>

