

## PLACE ON LETTERHEAD WITH DELTA AND CITY LOGOS

This Joint Letter of Intent, dated July \_\_, 2025, confirms the intentions of and the preliminary terms regarding the San Joaquin Delta College's ("Delta") and the City of Lodi's ("City") (hereinafter sometimes collectively referred to as "Parties") desire to jointly develop a Public Safety Training Facility on land owned by the City of Lodi.

### Background

The City approached Delta about partnering on the development of a Public Safety Training Facility project ("Project") on land owned by the City. The development of this Project has been a goal of the City for over 10 years. Lodi's City Council allocated \$1,142,588.00 to the Project on July 19, 2023.

Delta and the City will both benefit from the development of the Project. Specifically, once the Project is completed, the Public Safety Training Center facility ("Facility") will provide a one stop public safety training facility for Delta's POST Academy students and City public safety staff by providing the necessary facilities for, without limitation, firearms and chemical agents training, and Emergency Vehicle Operations Course ("EVOC") training. The Facility will also expand Delta's POST Academy's training offerings by providing facilities that offer State required perishable skills training. Once the Project is completed, the Facility will negate the current requirement that Delta students travel to and from multiple sites away from Delta's campuses, including but not limited to the Stockton Police Department Firearms Training Facility for firearms and chemical agents training and Stanislaus County for EVOC training. Once the Project is completed, the Facility will also mitigate the costs to the City to provide training to its public safety staff, as the City will no longer have to pay rental fees to non-City facilities and will no longer have to send its officers to out of town training providers for State mandated skills training.

The City and Delta currently envision the Project/Facility to be developed in three phases. The general scope of each phase is as follows:

- Phase 1 of the Project
  - o Installation of infrastructure to support the Project
  - o One 300 yard range (10 positions)
  - o Access road improvements
  - o Site clearing and grading
  - o Site fencing
  
- Phase 2 of the Project
  - o Emergency Vehicle Operations Center ("EVOC")
  - o 40 Student EVOC Classroom
  - o Required Parking for EVOC and EVOC Classroom
  - o Restrooms
  - o Shaded Bleacher Area Adjacent to EVOC

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- Fencing Around EVOC
- Lighting for EVOC
  
- Phase 3 of the Project
  - Additional shade areas
  - Two 100 yard ranges
    - 30 position range
    - 10 position range
  - Three 25 yard ranges (10 positions each)
    - Open interior to also use as 30 positions

The City committed to contribute \$1,142,588.00 to the development of the Project and has verbally agreed to enter into a long-term lease with Delta for the City land on which the Project will be developed. The City has also verbally agreed to be responsible for the development and cost of Phase 1 of the Project, which includes, but may not be limited to the City's engagement of an architectural and engineering firm ("A/E") to design Phase 1 of the Project and obtain any required approvals for Phase 1 of the Project, the construction of Phase 1 of the Project, including the City's engagement of a contractor to construct Phase 1 of the Project, as well as the management of the design and construction of Phase 1 of the Project.

Delta is interested in developing Phase 2 of the Project. If Delta proceeds with development of Phase 2 of the Project as outlined in this Joint Letter of Intent this would entail Delta's engagement of a separate A/E ("Delta's A/E") to design Phase 2 of the Project and obtain the required approvals, including the City's approval of the proposed Phase 2 design as consistent with Phase 1, the remainder of the Project, and consistent with the Project's prior environmental review process, Delta's engagement of a contractor to construct Phase 2 of the Project via a low bid competitive procurement and Delta's management of the design and construction of Phase 2 of the Project.

Status

The City has engaged an A/E who has completed the design of and is in the process of obtaining all required approvals for Phase 1 of the Project. Once all required approvals are obtained, the City plans to engage and pay for a contractor to construct Phase 1 of the Project.

The cost of Phase 2 of the Project is not yet known. Thus, through a Request for Qualifications and Proposals procurement process Delta has engaged an Architectural/Engineering firm, PBK, to first provide cost estimating services to determine whether the requirements of Phase 2 of the Project can be constructed at or below Delta's Project budget of \$3,000,000.00 ("Delta's Project Budget") and align the Phase 2 Project scope of work with PBK's cost estimate and Delta's Project Budget ("PBK's Phase 1 Services").

Joint Letter of Intent Terms and Conditions

Given all of the foregoing, this Joint Letter of Intent to be executed by the City and Delta memorializes the following:

- The City and Delta commit to continue to partner on the development of the Project.
- The City agrees it is responsible for the costs related to and management of all aspects of the development of Phase 1 of the Project, including, but not limited to the design, construction, closeout and approvals of Phase 1 of the Project.
- Once all required approvals for the design of Phase 1 of the Project by the City's A/E are obtained, the City agrees to administer and manage the procurement process to engage the services of a contractor to construct Phase 1 of the Project, as well as manage the construction of Phase 1 of the Project.
- Once this Joint Letter of Intent is approved and executed by the Parties, Delta agrees to issue a Notice to Proceed to PBK to proceed with PBK's Phase 1 Services.
- Should at the conclusion of PBK's Phase 1 Services the cost estimate indicates that the cost of Phase 2 of the Project exceeds Delta's Project Budget, Delta has the right to either (1) enter into negotiations with the City regarding the scope of Phase 2 of the Project and/or potential cost sharing arrangement for Phase 2 of the Project; or (2) not proceed any further with development of Phase 2 of the Project. Should Delta decide not to proceed any further with the development of Phase 2 of the Project, Delta will provide written notice to the City of same ("Notice of Unaffordability") and have no further obligation to the City regarding the Project.
- Should Delta issue a Notice of Unaffordability to the City, upon receipt of Delta's Notice of Unaffordability, and if the City desires to continue to pursue the development of Project, the City can pursue other partners for development of Project.
- Should at the conclusion of PBK's Phase 1 Services PBK's cost estimate indicate that Phase 2 of the Project can be constructed at or below Delta's Project Budget, the City and Delta agree to negotiate, approve and execute a Memorandum of Understanding ("MOU"), to be drafted by Delta for review and approval by City, detailing the Parties' respective rights and obligations regarding the Project / Facility during and after completion of construction of Phase 1 and Phase 2 of the Project, including but not limited to the reiteration of Project management responsibilities during construction of Phase 1 and Phase 2 of the Project, the Parties respective rights to use the Facility after Phase 1 and Phase 2 of the Project completion, as well as the Parties' respective obligations regarding the maintenance, operations and management, and future costs and/or revenue sharing of the Facility.
- Should at the conclusion of PBK's Phase 1 Services PBK's cost estimate indicate that Phase 2 of the Project can be constructed at or below Delta's Project Budget, the City and Delta agree to negotiate, approve and execute a long-term lease agreement ("Lease Agreement"), to be drafted by Delta for review and approval by City, providing Delta the

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right to use and occupy the land on which the Project / Facility will be developed, Delta's rights to develop Phase 2 of the Project on City owned land and to use the Facility as outlined in the MOU.

- Should both an MOU and a Lease Agreement be executed by the Parties, Delta will thereafter issue a Notice to Proceed to PBK to commence with PBK's Phase 2 Services, which generally includes determining what Agencies Having Jurisdiction ("AHJ's") approvals are required for Phase 2 of the Project, providing engineering and/or architectural services to deliver a constructible set of drawings and specifications for Phase 2 of the Project to be approved by the AHJ's, assisting Delta in the preparation of bid documents and administration of a low bid competitive procurement by which Delta solicits bids from contractors for the construction of Phase 2 of the Project, provide construction administration services during the construction phase of Phase 2 of the Project and provide all support and requirements to ensure Phase 2 of the Project occupancy and Delta's and City's receipt of any and all AHJ's approvals required for use and occupancy by the Delta and City of Phase 2 of the Project post construction of Phase 2 of the Project.
- Should both an MOU and a Lease Agreement be executed by the Parties, PBK delivers a constructible set of drawings and specifications for Phase 2 of the Project that are thereafter approved by the AHJ's, and Phase 1 of the Project is completed by City, Delta agrees to administer and manage a low bid competitive procurement by which Delta will solicit bids from contractors for the construction of Phase 2 of the Project.
- Should Delta initiate a low bid competitive procurement by which Delta solicits bids from contractors for the construction of Phase 2 of the Project, the bids submitted in response to Delta's low bid competitive procurement for Phase 2 of the Project come in at or below Delta's Project Budget, Delta will approve and execute a contract with the lowest responsible responsive bidder ("Contractor") and will manage the construction of Phase 2 of the Project by Contractor.
- Should the bids submitted in response to Delta's low bid competitive procurement for Phase 2 of the Project come in above Delta's Project Budget, Delta has the right to either (1) enter into negotiations with the City regarding the scope of Phase 2 of the Project and/or potential cost sharing arrangement for the construction of Phase 2 of the Project; or (2) not proceed with construction of Phase 2 of the Project. Should Delta decide not to proceed with construction of Phase 2 of the Project, Delta will advise City of same via a written Notice of Unaffordability and will have no further obligation to the City regarding the Project.
- Should after receipt of bids submitted in response to Delta's low bid competitive procurement for Phase 2 of the Project Delta issues a Notice of Unaffordability to City, upon receipt of Delta's Notice of Unaffordability, and if the City desires to continue to pursue the development of Phase 2 of the Project, the City can pursue other partners for the development of Phase 2 of the Project.

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By signing below, the Parties indicate their acceptance of the above terms and conditions of this Joint Letter of Intent.

**SAN JOAQUIN DELTA COLLEGE:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

LISA AGUILERA LAWRENSON  
SUPERINTENDENT/PRESIDENT

**CITY OF LODI:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

JAMES LINDSAY  
ACTING CITY MANAGER

