CITY OF NEWARK
CITY COUNCIL

City Administration Building, City Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org

AGENDA

Thursday, September 28, 2023
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Introduction of employee

2. Proclaim October as Cybersecurity Awareness Month

C. PUBLIC COMMENT

The public is invited to address the City Council on any item not listed on the agenda. Public Comments are generally limited to 5 minutes per speaker. Please note that State law prohibits the Council from acting on non-agenda items.

D. CONSENT CALENDAR

Consent Calendar items are considered to be routine and may be approved by one motion. There will be no separate discussion on these items unless there is a request by a Council Member, a staff member, or a member of the public to remove an item for separate discussion and action.

1. Approval of Audited Demands

2. Approval of September 14, 2023, minutes

3. Adopt a resolution authorizing an amendment and future amendments to the Contractual Services Agreement with Sedgwick Claims Management Services

4. Adopt a resolution authorizing the acceptance of the Selective Traffic Enforcement Program (STEP) grant and the Traffic Records Improvement Project (TRIP) grant through the State of California Office of Traffic Safety and amending the 2022-2024 Biennial Budget

5. Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement with CSW Stuber-Stroeh Engineering Group for Professional Design Services for Old Town Streetscape Improvements, Project 1258 and to amend the 2022-2024 Biennial Budget for Fiscal Year 2024

6. Adopt a resolution authorizing the City Manager to execute Task Order No. 28 to the Joint Powers Agreement with the City of Fremont for case management services

7. Adopt a resolution authorizing the City Manager to execute Task Order No. 29 to the Joint Powers Agreement with the City of Fremont for Paratransit services

E. PUBLIC HEARINGS

F. OTHER BUSINESS

G. CITY COUNCIL MATTERS

City Council Members report on attendance at intergovernmental agency meetings, conferences, and seminars since the last meeting. City Council Members may also announce upcoming events and coordinate attendance; report on local events attended since the last meeting; and make brief comments on issues of concern.

H. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

MEETING INFORMATION

Members of the public may attend the meeting in person, virtually via Zoom, or watch it via YouTube or Cable Channel 26. The ability to participate and observe via Zoom, YouTube or Cable Channel 26 is predicated on those technologies being available and functioning without technical difficulties. Should those platforms not be available, or become non-functioning, or should the City Council otherwise encounter technical difficulties that make those platforms unavailable, the City Council will proceed with business in person unless otherwise prohibited by law.

How to view the meeting remotely:
Livestream online at YouTube: https://www.youtube.com/@cityofnewark3077/streams
Copy/paste the YouTube URL into your browser if the link does not automatically open.

How to participate in the meeting remotely, via Zoom Webinar:
From a PC, Mac, iPad, iPhone or Android device: Zoom Meeting https://us06web.zoom.us/j/84072781248

From a telephone dial 1- 669-900-9128, Webinar ID Number 840 7278 1248

Provide live, remote public comments, when the Mayor calls for comments. Use the raise your hand feature in Zoom to be called upon by the City Clerk.

For frequently asked Zoom questions, please go to Agendas and Minutes and select the Frequently Asked Questions link.

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. No person shall interrupt the meeting. Any person who refuses to carry out instructions given by the Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

Council Meeting Access/Materials:
The agenda packet is available for review at Agendas and Minutes. The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

Pursuant to Government Code 54957.5, supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and will be posted at https://www.newark.org/departments/city-manager-s-office/agendas-minutes and will concurrently be made available for public inspection during regular business hours at the David W. Smith City Hall, 37101 Newark Boulevard, Newark CA. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection. For those persons who require special accommodations, please contact the City Clerk at least two days prior to the meeting atCity Clerk or 510-578-4266.

STAFF REPORT

Item B. 1.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employee

Oscar Carrillo, Community Preservation Manager for the Community Development Department, will be introduced at the City Council meeting.

STAFF REPORT

Item B. 2.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclaim October as Cybersecurity Awareness Month

Cybersecurity Awareness Month was launched by the National Cybersecurity Alliance and the U.S. Department of Homeland Security in October 2004 to promote online safety. The focus of this year's awareness campaign is to encourage everyone to create strong passwords and use a password manager; enable multi-factor authentication; update software; and recognize and report phishing attempts. Phishing is a scam where attackers deceive people into revealing sensitive information or installing malware such as ransomware via email or other messages.

A proclamation has been prepared for Cybersecurity Awareness Month and Chief Information Officer/Information Technology Director Miranda will accept it at the City Council meeting.

Attachments

Proclamation

PROCLAMATION NO. 1901

CYBERSECURITY AWARENESS MONTH

WHEREAS, the City of Newark recognizes it has a vital role in identifying, protecting, and responding to cyber threats that may have a significant impact on our residents and collective security and privacy; and

WHEREAS, individuals, businesses, nonprofits, government organizations, academic institutions, and the local economy has become increasingly reliant on information systems and technology to conduct business, engage in commerce, access information, communicate, and provide essential services; and

WHEREAS, cyber threats continue to increase and the impact of cyberattacks has been debilitating to individuals and organizations; and

WHEREAS, a whole community effort is necessary to ensure that all residents of Newark have the skills and opportunity to benefit from digital citizenship; and

WHEREAS, Cybersecurity Awareness Month was launched by the National Cybersecurity Alliance and the U.S. Department of Homeland Security in October 2004 and is now recognized by thousands of organizations including the Federal Government, the Multi-State Information Sharing and Analysis Center, and the National Association of State Chief Information Officers; and

WHEREAS, the City of Newark will promote innovation, strengthen cybersecurity investment, and enhance resilience across all sectors;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim October 2023 as

CYBERSECURITY AWARENESS MONTH

in Newark and call upon all employees, residents and visitors of Newark to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Twenty-eighth Day of September, Two Thousand Twenty-three.

Michael K. Hannon
Mayor

STAFF REPORT

Item D. 1.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 08.31.23
Audited Demands 09.07.23

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/31/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Check	08/31/2023	9225	Accounts Payable	ADVANCED TRAFFIC PRODUCTS, INC.		455.94
	Invoice	Date	Description		Check Sort Code	Amount
	0000036581	08/17/2023	OPTICOM FOR FIRE TRUCK 242			455.94
Check	08/31/2023	9226	Accounts Payable	AIR EXCHANGE INC		512.38
	Invoice	Date	Description		Check Sort Code	Amount
	91610308	08/11/2023	FIRE STATION 29 PLYMOVENT			512.38
Check	08/31/2023	9227	Accounts Payable	AIRGAS USA, LLC		98.69
	Invoice	Date	Description		Check Sort Code	Amount
	5501375439	07/31/2023	CYL ACETYLENE RENTAL 07/31/23			98.69
Check	08/31/2023	9228	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		735.65
	Invoice	Date	Description		Check Sort Code	Amount
	PPE 8.19.23	08/23/2023	GARNISH - CASE 21CV000937			735.65
Check	08/31/2023	9229	Accounts Payable	ALLTECH PETRO INC.		3,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	12141	08/01/2023	2023 ANNUAL TESTING - SEMI-ANNUAL PAYMENT			3,000.00
Check	08/31/2023	9230	Accounts Payable	ALTA LANGUAGE SERVICES, INC.		132.00
	Invoice	Date	Description		Check Sort Code	Amount
	IS666251	07/31/2023	LISTENING & SPEAKING TEST 07/17-07/20/23			132.00
Check	08/31/2023	9231	Accounts Payable	AUTOWISE AUTOMOTIVE		355.36
	Invoice	Date	Description		Check Sort Code	Amount
	69650	07/12/2023	AC SERVICE ON VEH 132 - 07/12/23			355.36
Check	08/31/2023	9232	Accounts Payable	BAY CENTRAL PRINTING		171.76
	Invoice	Date	Description		Check Sort Code	Amount
	196335	08/09/2023	BUSINESS CARD IMPRINTING - DIANA CANGCO & VIBHA DESHMUKH			171.76
Check	08/31/2023	9233	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		1,234.29
	Invoice	Date	Description		Check Sort Code	Amount
	JULY'23	08/01/2023	OFFICE SUPPLIES 7/11-7/31/23			1,234.29
Check	08/31/2023	9234	Accounts Payable	BURTON'S FIRE INC		1,523.72
	Invoice	Date	Description		Check Sort Code	Amount

	W 81224	08/07/2023	FIRE TRUCK SUPPLIES-HORN BUTTON, BUTTON DECAL, AND BRUSH KIT		1,523.72
Check	08/31/2023	9235 Accounts Payable	CAL SAFETY INC		1,040.00
	Invoice	Date	Description	Check Sort Code	Amount
	29973	08/09/2023	PORTABLE CHANGEABLE MESSAGE SIGNS 07/27-07/31/23		520.00
	29906	07/18/2023	PORTABLE CHANGEABLE MESSAGE SIGNS 07/13-07/18/23		520.00
Check	08/31/2023	9236 Accounts Payable	CALIFORNIA BUILDING STANDARDS		1,314.90
	Invoice	Date	Description	Check Sort Code	Amount
	0401-063023	08/24/2023	BUILDING STANDARDS FEES - APRIL TO JUNE 2023		1,314.90
Check	08/31/2023	9237 Accounts Payable	CALIFORNIA DEPARTMENT OF CONSERVATION		4,194.11
	Invoice	Date	Description	Check Sort Code	Amount
	0401-063023	08/24/2023	STRONG MOTION FEES - APRIL TO JUNE 2023		4,194.11
Check	08/31/2023	9238 Accounts Payable	CALIFORNIA DIESEL & POWER		2,673.82
	Invoice	Date	Description	Check Sort Code	Amount
	01-77034	07/31/2023	EMERGENCY DIAG GEN FOR NO START NO SIGNAL ALARM 07/13/23		2,673.82
Check	08/31/2023	9239 Accounts Payable	BEACON VETERINARY SPECIALISTS		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	141827	06/19/2023	VET SVCS 06/16-6/19/23		200.00
	141315	06/06/2023	VET SVCS 06/05/23		150.00
	141246	06/05/2023	VET SVCS 06/04/23		150.00
Check	08/31/2023	9240 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		563.00
	Invoice	Date	Description	Check Sort Code	Amount
	329385	07/25/2023	LAB TEST 07/25/2023		42.00
	329148	07/13/2023	LAB TESTS 07/13/2023		42.00
	329002	07/07/2023	LAB TESTS 07/07/2023		91.00
	329001	07/07/2023	LAB TESTS 07/07/2023		78.00
	328814	06/28/2023	LAB TESTS 06/28/2023		310.00
Check	08/31/2023	9241 Accounts Payable	CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC		4,758.00
	Invoice	Date	Description	Check Sort Code	Amount
	C&HIS 23-25_1	08/02/2023	INVESTIGATIVE SERVICES - 06/21-07/31/23		4,758.00
Check	08/31/2023	9242 Accounts Payable	CHEVROLET OF FREMONT		1,796.82
	Invoice	Date	Description	Check Sort Code	Amount
	139763	07/06/2023	FLEET PARTS - TRIM		413.37
	139760	07/05/2023	FLEET PARTS - PAD KIT, ROTOR AND BOLT		876.96
	140550	07/21/2023	FLEET PARTS - COIL KIT AND MOLDING		506.49
Check	08/31/2023	9243 Accounts Payable	CITY OF FREMONT		5,745.70
	Invoice	Date	Description	Check Sort Code	Amount
	45	08/29/2023	SACGISA PROGRAM MAINTENANCE 04/01-06/30/23		5,745.70
Check	08/31/2023	9244 Accounts Payable	PETTY CASH CUSTODIAN - BRETT OEVERNDIEK		54.13
	Invoice	Date	Description	Check Sort Code	Amount
	072419-121219PW	08/24/2023	PETTY CASH REPL V#65-67		54.13

Check	08/31/2023	9245	Accounts Payable	CLEARGOV INC.	3,660.42

Invoice	Date	Description	Check Sort Code	Amount
2023-13189	06/01/2023	DIGITAL BUDGET BOOK SUITE 06/01/23-05/31/24		3,660.42

Check	08/31/2023	9246	Accounts Payable	COMCAST	2,524.48

Invoice	Date	Description	Check Sort Code	Amount
8821-072823	06/24/2023	TELEVISION & PUBLIC WIFI ACCESS 06/29-07/28/23		846.16
8821-082823	07/24/2023	TELEVISION & PUBLIC WIFI ACCESS 07/29-08/28/23		846.16
8821-092823	08/24/2023	TELEVISION & PUBLIC WIFI ACCESS 08/29-09/28/23		832.16

Check	08/31/2023	9247	Accounts Payable	COUNTY OF ALAMEDA	1,418.00

Invoice	Date	Description	Check Sort Code	Amount
JULY '23	08/18/2023	CITATION PROCESSING FEES - JULY '23		1,418.00

Check	08/31/2023	9248	Accounts Payable	SOFTWARE SOLUTIONS TEAM	2,887.50

Invoice	Date	Description	Check Sort Code	Amount
23-8869	07/31/2023	SHAREPOINT TRAINING - 07/13-07/19/23		2,887.50

Check	08/31/2023	9249	Accounts Payable	DELL MARKETING L.P.	177,271.46

Invoice	Date	Description	Check Sort Code	Amount
10688195465	07/27/2023	MICROSOFT EA AGREEMENT FY24		177,271.46

Check	08/31/2023	9250	Accounts Payable	ALHAMBRA	930.75

Invoice	Date	Description	Check Sort Code	Amount
15734365071323	07/13/2023	WATER SERVICE 06/13 - 07/11/23		516.30
15734365081323	08/13/2023	WATER SERVICE 07/08 - 08/12/23		414.45

Check	08/31/2023	9251	Accounts Payable	EAST BAY LAWN MOWER	146.00

Invoice	Date	Description	Check Sort Code	Amount
38142	08/16/2023	SMALL EQUIPMENT REPAIR 8/16/23		146.00

Check	08/31/2023	9252	Accounts Payable	FREMONT ALARM	405.90

Invoice	Date	Description	Check Sort Code	Amount
41324	08/25/2023	OLD LIBRARY BATTERY AND TERMINAL SERVICE - 07/27-08/01/23		405.90

Check	08/31/2023	9253	Accounts Payable	FREMONT CDJR	2,584.20

Invoice	Date	Description	Check Sort Code	Amount
93471	07/17/2023	FLEET PARTS - PAD KIT, ROTOR, BRAKES		1,173.67
221448	07/14/2023	FLEET SERVICE - LEAKING 07/14/23		1,410.53

Check	08/31/2023	9254	Accounts Payable	FREMONT FORD	307.29

Invoice	Date	Description	Check Sort Code	Amount
217093	08/17/2023	FORD PARTS-HANDLE SEAT BACK ADJUSTING		85.81
217221	08/21/2023	FLEET PARTS-BRAKE KIT AND ROTOR		221.48

Check	08/31/2023	9255	Accounts Payable	GRAINGER	97.71

Invoice	Date	Description	Check Sort Code	Amount
9780774502	07/24/2023	SILLIMAN PRESSURE REGULATOR		97.71

Check	08/31/2023	9256	Accounts Payable	GREENSFELDER COMMERCIAL REAL ESTATE LLC	3,149.00

Invoice	Date	Description	Check Sort Code	Amount

	NEWARK 23-06	06/30/2023	URBAN PLANN, REAL ESTATE ADVISORY & IMPLEMENTATION 5/31-6/30/23			3,149.00
Check	08/31/2023	9257 Accounts Payable	HDL SOFTWARE, LLC			2,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	SIN027173	04/07/2023	UUT SUPPORT & INDUSTRY MONITORING - APRIL 2023			2,000.00
Check	08/31/2023	9258 Accounts Payable	HIROSHI ICHIMURA			3,126.00
	Invoice	Date	Description		Check Sort Code	Amount
	0708-082623	08/26/2023	PAYMENT FOR KENDO CLASSES 7/8-8/26/23			3,126.00
Check	08/31/2023	9259 Accounts Payable	HOME DEPOT CREDIT SERVICES			1,734.50
	Invoice	Date	Description		Check Sort Code	Amount
	AUG' 23	08/13/2023	HOME DEPOT CC PURCHASE 7/14/23-08/11/23			1,734.50
Check	08/31/2023	9260 Accounts Payable	BULBULNAZ JALALIDIN (NAZ)			42.42
	Invoice	Date	Description		Check Sort Code	Amount
	06282023EXP	06/28/2023	COLOR PRINTING @ FEDEX FOR SM BUS WORKSHOP SERIES			42.42
Check	08/31/2023	9261 Accounts Payable	JEFF'S MOBILE GLASS INC.			537.63
	Invoice	Date	Description		Check Sort Code	Amount
	IJMG-0727-81530	07/27/2023	GLASS SERVICE VEH 195 - 07/27/23			537.63
Check	08/31/2023	9262 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC			12,069.76
	Invoice	Date	Description		Check Sort Code	Amount
	55Y1375626	06/30/2023	COPIER LEASE YEAR 1 OF 5 - TONER			527.15
	55Y1372694	06/30/2023	COPIER LEASE YEAR 1 OF 5			10,406.61
	55Y1375686	06/30/2023	COPIER LEASE YEAR 1 OF 5 - TONER			1,136.00
Check	08/31/2023	9263 Accounts Payable	KNORR SYSTEMS INTERNATIONAL			1,813.10
	Invoice	Date	Description		Check Sort Code	Amount
	207030	07/20/2023	SILLIMAN TROUBLESHOOT VFD 7/13/23			757.00
	207206	07/19/2023	SILLIMAN VALVE REPAIR 7/19/23			1,056.10
Check	08/31/2023	9264 Accounts Payable	LINCOLN AQUATICS			5,706.63
	Invoice	Date	Description		Check Sort Code	Amount
	SL042714	07/21/2023	SILLIMAN POOL PAD 5/27/23			5,706.63
Check	08/31/2023	9265 Accounts Payable	LWECO GROUP LLC			3,999.00
	Invoice	Date	Description		Check Sort Code	Amount
	GBL-23-0801-1	08/09/2023	GB3LED GLO-BUG			3,999.00
Check	08/31/2023	9266 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION			20,248.00
	Invoice	Date	Description		Check Sort Code	Amount
	206365	06/21/2023	LEGAL SVCS FOR NEWPARK PLAZA PROJECT - 5/31/23			597.00
	204363	04/27/2023	LEGAL SVCS FOR SAHA NOFA PROJECT - 3/31/23			9,660.00
	205377	05/24/2023	LEGAL SVCS FOR SAHA NOFA PROJECT - 4/30/23			9,032.00
	207455	07/21/2023	LEGAL SVCS FOR NEWPARK PLAZA PROJECT - 6/30/23			959.00
Check	08/31/2023	9267 Accounts Payable	MEYERS NAVE			31,949.75
	Invoice	Date	Description		Check Sort Code	Amount

	208397	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		325.85
	208401	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		11,328.90
	208402	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		752.10
	208403	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		1,929.30
	208404	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		2,833.00
	208409	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		8,803.60
	208410	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		196.20
	208411	08/18/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		5,780.80
Check	08/31/2023	9268 Accounts Payable	PACIFIC GAS & ELECTRIC		34,868.79
	Invoice	Date	Description	Check Sort Code	Amount
	0870-080723	08/07/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/30-07/31/23		87.05
	3926-080423	08/04/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/29-07/30/23		115.74
	1859-080423	08/04/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/29-07/30/23		1,840.50
	9045-080323	08/03/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/27-07/26/23		203.43
	0552-080323	08/03/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/28-07/27/23		85.13
	2305-080223	08/02/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/27-07/26/23		120.90
	7786-072123	07/21/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/15-07/17/23		29,560.40
	7460-071723	07/17/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/26-06/26/23		2,855.64
Check	08/31/2023	9269 Accounts Payable	PERFORMANCE PEST MANAGEMENT		1,357.00
	Invoice	Date	Description	Check Sort Code	Amount
	70117	08/08/2023	PEST SERVICES - FIRE STATION #3 102701 8/8/23		240.00
	70014	08/08/2023	PEST SERVICES - CITY HALL #102699 8/8/23		267.00
	70097	08/08/2023	PEST SERVICES - COMMUNITY CENTER 102700 8/8/23		95.00
	70116	08/08/2023	PEST SERVICES - FIRE STATION #2 102709 8/8/23		220.00
	70096	08/08/2023	PEST SERVICES - VIOLA BLYTHE #102704 8/8/23		260.00
	70115	08/08/2023	PEST SERVICES - FIRE STATION #1 102707 8/8/23		275.00
Check	08/31/2023	9270 Accounts Payable	PHAN'S SMOG STATION		40.00
	Invoice	Date	Description	Check Sort Code	Amount
	052582	08/15/2023	SMOG VEH 8		40.00
Check	08/31/2023	9271 Accounts Payable	PLACER LABS, INC.		8,820.00
	Invoice	Date	Description	Check Sort Code	Amount
	12.0400	08/03/2023	SUBCNTR LOCATION BASED SVCS & ANALYTICS - 7/1/23 - 6/30/24		8,820.00
Check	08/31/2023	9272 Accounts Payable	PREFERRED ALLIANCE INC		260.00
	Invoice	Date	Description	Check Sort Code	Amount
	0187890-IN	07/31/2023	RANDOM & NON-RANDOM DRUG TESTING - JUL '23		260.00
Check	08/31/2023	9273 Accounts Payable	RELIABLE TRANSLATIONS INC.		2,141.13
	Invoice	Date	Description	Check Sort Code	Amount
	24892	05/16/2023	INTERP/TRNSL SVCS - GEN - DIGITAL MRKTNG WRKSHP 5/16/23		255.00
	24947	05/22/2023	INTERP/TRNSL SVCS - GEN - DIGITAL MRKTNG WRKSHP 5/22/23		255.00
	25043	06/05/2023	INTERP/TRNSL SVCS-SM BUS EMRGNCY PREP WRKSHP - FIRE 6/5/23		332.76
	25105	06/12/2023	INTERP/TRNSL SVCS-SM BUS EMRGNCY PREP WRKSHP - CPR/ATM 6/12/23		332.76
	25185	06/20/2023	INTERP/TRNSL SVCS-SM BUS EMRGNCY PREP WRKSHP - PEP 6/20/23		818.73
	25275	06/27/2023	INTERP/TRNSL SVCS-EMRGNCY PREP INFO VIETNMS TRNSL 6/27/23		146.88
Check	08/31/2023	9274 Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.		604.82

	Invoice	Date	Description	Check Sort Code	Amount
	177011	06/27/2023	SAFETY PRINTS		604.82
Check	08/31/2023	9275 Accounts Payable	SAN MATEO REGIONAL NETWORK INC		272.00
	Invoice	Date	Description	Check Sort Code	Amount
	24392	06/30/2023	DNS SERVICE PROVIDER - JUN '23		20.00
	24402	07/01/2023	ANNUAL DNS SERVICE 07/01/23 - 06/30/24		252.00
Check	08/31/2023	9276 Accounts Payable	ANNE STEDLER		1,085.35
	Invoice	Date	Description	Check Sort Code	Amount
	02062023EXP	08/28/2023	TRANSLATION DEVICES FOR OUTREACH & WORKSHOP SESSIONS		1,085.35
Check	08/31/2023	9277 Accounts Payable	TEMPERATURE TECHNOLOGY INC.		4,353.30
	Invoice	Date	Description	Check Sort Code	Amount
	I2631	08/07/2023	CITY HALL HVAC SERVICE 8/7/23		775.00
	I2579	08/11/2023	FIRE STATION #1 HVAC SERVICE 7/19-8/2/23		3,578.30
Check	08/31/2023	9278 Accounts Payable	TIREHUB, LLC		2,925.64
	Invoice	Date	Description	Check Sort Code	Amount
	35070700	06/16/2023	TIRES-DUEL AT REVO 3 6/16/23		1,062.38
	35153717	06/20/2023	TIRES-EAGLE RS A POLICE/ENFORCER		1,863.26
Check	08/31/2023	9279 Accounts Payable	JENNIFER TRAN		157.97
	Invoice	Date	Description	Check Sort Code	Amount
	091421-120122	08/23/2023	PETTY CASH CHECK REQUEST 091421-120122		157.97
Check	08/31/2023	9280 Accounts Payable	TURF STAR, INC.		1,732.40
	Invoice	Date	Description	Check Sort Code	Amount
	7292601-00	07/31/2023	FLEET SUPPLIES-HYDRAULIC MOTOR ASM		1,732.40
Check	08/31/2023	9281 Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NV		5,404.17
	Invoice	Date	Description	Check Sort Code	Amount
	23USB122155	07/24/2023	STATE REGULATORY COSTS - 7/1/23 - 6/30/24		1,368.32
	2023122155	07/20/2023	2023 MEMBERSHIP FEE		4,035.85
Check	08/31/2023	9282 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY		41,615.00
	Invoice	Date	Description	Check Sort Code	Amount
	516143	07/31/2023	JANITORIAL SERVICES - LIBRARY JULY 2023		4,965.00
	2023-0701B	07/31/2023	JANITORIAL SERVICES - CITYWIDE JULY 2023		35,574.00
	516990	07/31/2023	RECREATION SUMMER CAMP ADDITIONAL CLEANING 7/31/23		1,076.00
Check	08/31/2023	9283 Accounts Payable	URBAN PLANNING PARTNERS, INC.		10,635.00
	Invoice	Date	Description	Check Sort Code	Amount
	22002-230228R	03/14/2023	PROJECT MGMT SVCS - LEPAKSHI @ THORNTON - 2/28/23		10,635.00
Check	08/31/2023	9284 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS		46,283.31
	Invoice	Date	Description	Check Sort Code	Amount
	082223STMT	08/22/2023	CC PAYMENT 08/24/23		46,283.31
Check	08/31/2023	9285 Accounts Payable	U.S. BANK		1,180.00

	Invoice	Date	Description	Check Sort Code	Amount
	6963372	06/23/2023	LOIB AID #26 REASSESSMENT & REFUND OF 2013		1,180.00
Check	08/31/2023	9286 Accounts Payable	BOSCO OIL INC DBA VALLEY OIL		33,854.80
	Invoice	Date	Description	Check Sort Code	Amount
	167430	08/23/2023	FLEET FUEL 8/23/23		33,854.80
Check	08/31/2023	9287 Accounts Payable	VERIZON WIRELESS		11,226.49
	Invoice	Date	Description	Check Sort Code	Amount
	9942300715	08/18/2023	WIRELESS SERVICE - 07/19-08/18/23		11,226.49
EFT	08/31/2023	687 Accounts Payable	METROPOLITAN PLANNING GROUP	121042882 / 2016189470	2,835.00
	Invoice	Date	Description	Check Sort Code	Amount
	2003878	06/20/2023	CEDAR/ROBSON HOMES PROJECT - SVCS THRU 5/31/23		2,791.25
	2003891	07/07/2023	CEDAR/ROBSON HOMES PROJECT - SVCS THRU 6/30/23		43.75
EFT	08/31/2023	688 Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802	53.75
	Invoice	Date	Description	Check Sort Code	Amount
	132316	08/23/2023	TOTAL PET PLAN - AUGUST 2023 COVERAGE		53.75
EFT	08/31/2023	689 Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	2,105.38
	Invoice	Date	Description	Check Sort Code	Amount
	4857 - JULY '23	07/16/2023	POSTAGE - JUL '23		2,105.38

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 66 $523,281.07

Checks:	63	$518,286.94
EFTs:	3	$4,994.13

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/07/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	09/07/2023	9288	Accounts Payable	HEALTH AND HUMAN RESOURCES CENTER, INC.		247.86
	Invoice	Date	Description		Check Sort Code	Amount
	E0299482	08/08/2023	EMPLOYEE ASSISTANT PROGRAM (EAP)-SEPTEMBER 2023			247.86
Check	09/07/2023	9289	Accounts Payable	AFLAC		893.28
	Invoice	Date	Description		Check Sort Code	Amount
	879403	08/30/2023	AFLAC - AUGUST 2023 PREMIUMS			893.28
Check	09/07/2023	9290	Accounts Payable	NORCAL WHOLESALE BARK		11,669.63
	Invoice	Date	Description		Check Sort Code	Amount
	14116	08/30/2023	PLAYGROUND FIBER			7,426.13
	14109	08/28/2023	PLAYGROUND FIBER			4,243.50
Check	09/07/2023	9291	Accounts Payable	BARG COFFIN LEWIS & TRAPP, LLP		118.00
	Invoice	Date	Description		Check Sort Code	Amount
	48099	07/31/2023	LEGAL SERVICES THROUGH JULY 31, 2023			118.00
Check	09/07/2023	9292	Accounts Payable	BAY CENTRAL PRINTING		85.88
	Invoice	Date	Description		Check Sort Code	Amount
	196358	08/17/2023	BUSINESS CARD IMPRINTING - CATHREENE INGHAM-WATTERS			85.88
Check	09/07/2023	9293	Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		987.50
	Invoice	Date	Description		Check Sort Code	Amount
	RI 23037916	08/11/2023	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 07/23			987.50
Check	09/07/2023	9294	Accounts Payable	BURTON'S FIRE INC		547.45
	Invoice	Date	Description		Check Sort Code	Amount
	S 61732	08/31/2023	FIRE TRUCK AIR CYLINDER STEP			547.45
Check	09/07/2023	9295	Accounts Payable	CENTRAL VETERINARY HOSPITAL		794.95
	Invoice	Date	Description		Check Sort Code	Amount
	499330	08/22/2023	VET SVCS 07/25/2023			794.95
Check	09/07/2023	9296	Accounts Payable	CITY OF HAYWARD		2,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	351512	07/31/2023	RANGE USE 07/01/23-06/30/24			2,000.00
Check	09/07/2023	9297	Accounts Payable	CIVICA LAW GROUP, APC		900.10

	Invoice	Date	Description	Check Sort Code	Amount
	10843	08/01/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		676.00
	10844	08/01/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		224.10
Check	09/07/2023	9298 Accounts Payable	CODE 1 SUPPLY		844.95
	Invoice	Date	Description	Check Sort Code	Amount
	C120208430	07/26/2023	ZOLL PEDI-PADZ II		844.95
Check	09/07/2023	9299 Accounts Payable	CSG CONSULTANTS, INC.		7,832.24
	Invoice	Date	Description	Check Sort Code	Amount
	B231191	08/01/2023	BI FIELD INSPECTION & RELATED PROFESSIONAL SVCS 07/01-07/31/23		7,832.24
Check	09/07/2023	9300 Accounts Payable	DALE HARDWARE		1,781.88
	Invoice	Date	Description	Check Sort Code	Amount
	AUG' 23	08/25/2023	DALE SUPPLIES 08/25/2023		1,781.88
Check	09/07/2023	9301 Accounts Payable	DELTA DENTAL OF CALIFORNIA		16,555.53
	Invoice	Date	Description	Check Sort Code	Amount
	BE005661198	08/30/2023	DELTA PPO - SEPTEMBER 2023 PREMIUMS		16,555.53
Check	09/07/2023	9302 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		172.82
	Invoice	Date	Description	Check Sort Code	Amount
	BE005659219	08/30/2023	DELTA CARE - SEPTEMBER 2023 PREMIUMS		172.82
Check	09/07/2023	9303 Accounts Payable	DEPARTMENT OF JUSTICE		522.00
	Invoice	Date	Description	Check Sort Code	Amount
	672606	09/06/2023	FINGERPRINTING FEES- 07/23		522.00
Check	09/07/2023	9304 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		112.15
	Invoice	Date	Description	Check Sort Code	Amount
	2057094375	08/14/2023	CREDIT BUREAU REPORT FEES - 7/18/23 - 8/13/23		112.15
Check	09/07/2023	9305 Accounts Payable	FITGUARD, INC		105.00
	Invoice	Date	Description	Check Sort Code	Amount
	0000202245	08/22/2023	PREVENTATIVE MAINTENANCE - 07/06/23		105.00
Check	09/07/2023	9306 Accounts Payable	PETER FONG		31.18
	Invoice	Date	Description	Check Sort Code	Amount
	072023EXP	08/28/2023	MILAGE TO ACCOPSA GROUP MEETING		31.18
Check	09/07/2023	9307 Accounts Payable	HILLYARD		5,768.29
	Invoice	Date	Description	Check Sort Code	Amount
	605213569	08/17/2023	BLDG TISSUE		1,465.67
	605205525	08/10/2023	SILLIMAN TISSUE AND TOWELS		4,302.62
Check	09/07/2023	9308 Accounts Payable	I PIZZA		1,626.00
	Invoice	Date	Description	Check Sort Code	Amount
	080523-082723	08/28/2023	PIZZA FOR BIRTHDAY PARTIES 08/05 - 08/27/23		1,626.00
Check	09/07/2023	9309 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		1,246.46
	Invoice	Date	Description	Check Sort Code	Amount

	109501	07/28/2023	SILLIMAN PLUMBING SUPPLIES		1,246.46
Check	09/07/2023	9310 Accounts Payable	INTERNATIONAL CODE COUNCIL, INC.		725.00
	Invoice	Date	Description	Check Sort Code	Amount
	1001735423	08/08/2023	ICC - TRAINING AND EDUCATION		725.00
Check	09/07/2023	9311 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		3,208.83
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1384980	07/18/2023	COPIER LEASE YEAR 2 OF 5 - OVERAGES 06/21-07/20/23		2,388.95
	55Y1387465	07/28/2023	COPIER LEASE YEAR 2 OF 5 - TONER PD ADMIN 07/23		221.49
	55Y1389640	08/08/2023	COPIER LEASE YEAR 2 OF 5 - TONER PD 08/23		598.39
Check	09/07/2023	9312 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		3,685.24
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1393748	08/23/2023	COPIER LEASE YEAR 2 OF 5 - OVERAGES 07/21-08/20/23		3,685.24
Check	09/07/2023	9313 Accounts Payable	KBA DOCUMENT SOLUTIONS		4,695.50
	Invoice	Date	Description	Check Sort Code	Amount
	111400	08/24/2023	LEASE PAYMENT 1900869002 - 8/15/23 - 9/14/23		4,695.50
Check	09/07/2023	9314 Accounts Payable	NARAYAN KRISHNAN		1,494.02
	Invoice	Date	Description	Check Sort Code	Amount
	0628-071423EXP	08/28/2023	ESRI EXPENSE REIMBURSEMENT 2		1,494.02
Check	09/07/2023	9315 Accounts Payable	LIEBERT CASSIDY WHITMORE		783.00
	Invoice	Date	Description	Check Sort Code	Amount
	247938	07/31/2023	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2023		783.00
Check	09/07/2023	9316 Accounts Payable	LYNN PEAVEY COMPANY		116.70
	Invoice	Date	Description	Check Sort Code	Amount
	403144	08/14/2023	AJUSTABLE TUBE FOR EVIDENCE SUPPLIES		116.70
Check	09/07/2023	9317 Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		215.60
	Invoice	Date	Description	Check Sort Code	Amount
	10726335	07/28/2023	FY 23/24 COBRA ADMINISTRATION FEES - 07/01/23 TO 07/31/23		107.80
	10746805	08/31/2023	FY 23/24 COBRA ADMINISTRATION FEES - 08/01/23 TO 08/31/23		107.80
Check	09/07/2023	9318 Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT		23,395.94
	Invoice	Date	Description	Check Sort Code	Amount
	INV24-00010	08/01/2023	NEWARK UNIFIED ACWD BILLING 5/3/23-7/19/23		23,395.94
Check	09/07/2023	9319 Accounts Payable	NEWARK VALERO #7117		3,638.02
	Invoice	Date	Description	Check Sort Code	Amount
	0705-081523	08/22/2023	VALERO FUEL 07/05-08/15/23		3,638.02
Check	09/07/2023	9320 Accounts Payable	BRETT OEVERNDIEK		305.26
	Invoice	Date	Description	Check Sort Code	Amount
	0826-083023EXP	09/05/2023	EXPENSE REIMBURSEMENT		305.26
Check	09/07/2023	9321 Accounts Payable	OSBORNE LUMBER COMPANY, INC.		420.18
	Invoice	Date	Description	Check Sort Code	Amount
	581197	08/15/2023	LUMBER-YARD BLDG SIDING		420.18

Check	09/07/2023	9322	Accounts Payable	PACIFIC GAS & ELECTRIC		33,541.97

Invoice	Date	Description	Check Sort Code	Amount
7786-082123	08/21/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/18-08/15/23		30,560.93
7460-081523	08/15/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/27-07/26/23		2,981.04

Check	09/07/2023	9323	Accounts Payable	PERFORMANCE PEST MANAGEMENT		534.00

Invoice	Date	Description	Check Sort Code	Amount
69557	07/18/2023	PEST SERVICES - CITY HALL #102699 7/18/23		267.00
69558	07/31/2023	PEST SERVICES - CITY HALL #102699 7/31/23		267.00

Check	09/07/2023	9324	Accounts Payable	PLAN JPA		3,136.40

Invoice	Date	Description	Check Sort Code	Amount
PLAN-2024-0015	08/10/2023	GENERAL LIABILITY PREMIUM FY23-24-JULY 2023		3,136.40

Check	09/07/2023	9325	Accounts Payable	PROVIDENT LIFE & ACCIDENT INSURANCE		96.14

Invoice	Date	Description	Check Sort Code	Amount
UNUM AUGUST 2023	08/30/2023	UNUM - AUGUST 2023 PREMIUMS		96.14

Check	09/07/2023	9326	Accounts Payable	REYES COCA-COLA BOTTLING LLC.		1,086.70

Invoice	Date	Description	Check Sort Code	Amount
37396705008	09/01/2023	CAFE FOOD AND BEVERAGE SUPPLIES		1,086.70

Check	09/07/2023	9327	Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY		7,056.00

Invoice	Date	Description	Check Sort Code	Amount
400000143311	07/05/2023	WORKERS COMPENSATION CLAIMS - 07/01/23-07/31/23		3,528.00
400000149156	08/16/2023	WORKERS COMPENSATION CLAIMS - 08/01/23-08/31/23		3,528.00

Check	09/07/2023	9328	Accounts Payable	CENTERVILLE LOCKSMITH		9.97

Invoice	Date	Description	Check Sort Code	Amount
334864	08/25/2023	BLDG CORBIN CABINET KEY		9.97

Check	09/07/2023	9329	Accounts Payable	STANDARD INSURANCE COMPANY		3,445.20

Invoice	Date	Description	Check Sort Code	Amount
BILLING-JULY 23	07/01/2023	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-7/1-7/31/23		942.00
BILLING-AUG 23	08/01/2023	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-8/1-8/31/23		960.00
SEPTEMBER 2023	09/05/2023	STANDARD - SEPTEMBER 2023 PREMIUMS		1,543.20

Check	09/07/2023	9330	Accounts Payable	SYSCO - SAN FRANCISCO		779.54

Invoice	Date	Description	Check Sort Code	Amount
550913120	07/24/2023	CAFE/BDAY PARTY FOOD PURCHASES		779.54

EFT	09/07/2023	690	Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	2,097.93

Invoice	Date	Description	Check Sort Code	Amount
4857 - AUG '23	08/16/2023	POSTAGE - AUG '23		2,097.93

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 44	$149,310.29

Checks:	43	$147,212.36
EFTs:	1	$2,097.93

STAFF REPORT

Item D. 2.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Approval of September 14, 2023, minutes

Attachments

Minutes

DRAFT Minutes

Thursday, September 14, 2023
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:05 p.m. Vice Mayor Collazo, Council Members Bucci, Freitas, and Jorgens were present.

Mayor Hannon announced that the City Council would consider item G.1 Appointment to the Senior Citizen Standing Advisory Committee at the end of Presentations.

B. PRESENTATIONS

1. Proclamation for Newark Days

Mayor Hannon presented the proclamation to Newark Days Celebration representative Ramona McMaster and thanked the committee for their work. Ms. McMaster announced the activities to be enjoyed during the four-day event.

2. Proclaiming September as National Preparedness Month

Mayor Hannon presented the proclamation to Emergency Services Coordinator Richard Martinez and CERT volunteers David Libby and Garry Zatarain.

3. Commending the Deaf Plus Adult Community

Mayor Hannon presented the commendation to Executive Director Theresa Nold. He also presented her with a $14,000 grant awarded by the City's nonprofit grant award program.

4. Introduction of employee(s)

Mayor Hannon introduced Human Resources Director Cathreene Ingham-Watters, Associate Civil Engineer Esther Jung, Associate Civil Engineer Vibha Deshmukh, Administrative Support Specialist II Tianna Jones, and Accounting Assistant I Bengil Ranillo.

Mayor Hannon announced that a proclamation proclaiming September as Childhood Cancer Awareness month was issued off agenda.

Mayor Hannon highlighted the cancer fundraising efforts of “Relay for Life”, Newark Optimist Club, and Newark Rotary Club. Council Member Bucci stated that in the last few years “Relay for Life” in Newark raised over $1M to combat cancer.

5. Presentation of Certificates of Appreciation for the Senior Advisory Committee

Mayor Hannon presented certificates to members of the Senior Citizen Standing Advisory Committee in recognition of their efforts to support seniors and bring issues affecting them to the City’s attention.

G. CITY COUNCIL MATTERS

1. Adopt a resolution approving the Mayor's appointment to the Senior Citizen Standing Advisory Committee
Resolution No. 11558

Mayor Hannon addressed this agenda item out of order.

Mayor Hannon stated that he appointed Shirley Ferrante and Linda Mapes to fill the two vacancies on the Senior Citizen Standing Advisory Committee.

There was no public comment.

Vice Mayor Collazo moved, Council Member Bucci seconded, to adopt a resolution approving the Mayor’s appointments to the Senior City Standing Advisory Committee. The motion passed, 5 AYES.

At 7:58 p.m. Mayor Hannon called for a short recess so that those who wished to leave could do so.

Mayor Hannon called the meeting back to order at 8:02 p.m.

C. PUBLIC COMMENT

Richard Woon commented on the resurgence of fear of COVID and the exodus of many Californians to other states. He would like Newark schools, businesses, and City offices to remain open.

D. CONSENT CALENDAR

Council Member Bucci moved, Council Member Jorgens seconded, to approve Consent Calendar Items D.1 through D.5, that the resolutions and ordinances be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. **Approval of Audited Demands**

2. **Approval of July 27, 2023, minutes**

3. **Report on administrative actions during August recess**

4. **Adopt a resolution accepting completion of Smith Avenue Sinkhole Repairs, Project No. 1358, by Mountain Cascade, Inc., terminating emergency contracting actions pursuant to Public Contract Code Section 22050 and amending the 2022-2024 Biennial Budget for Fiscal Year 2024; exempt from CEQA review per CEQA Guidelines Section 15301**
Resolution No. 11559

5. **Adopt a resolution approving side letter agreements to the Memorandum of Understanding with the Newark Association of Miscellaneous Employees (NAME) and to the Memorandum of Understanding with the Newark Police Association (NPA) to provide that NPA serve as the sole and exclusive bargaining representative for the Vehicle Abatement Officer classification**
Resolution No. 11560

E. PUBLIC HEARINGS

1. **Public Hearing to consider approval of a Resolution finding the project exempt from further environmental review pursuant to CEQA and approving a Design Review, Minor Use Permit, and Vesting Tentative Map for a 76-unit residential development located at 38600 Cedar Boulevard (APNs 92A-2585-12-1, 92A-2585-31)**
Resolution No. 11561

Senior Planner Lopez gave the staff report recommending approval. Presentation on file with the City Clerk.

The City Council asked questions about the sound wall appearance and height, sidewalk and crosswalk enhancements, continuity from development to development, the single entry into the development, and graffiti on the sound walls.

Brian Steele, Principal, Waymark Development, CBG, gave a presentation. Presentation on file with the City Clerk.

Mayor Hannon opened the public hearing at 8:22 p.m.

There was no public comment.

Mayor Hannon closed the public hearing at 8:22 p.m.

City Manager Benoun noted that the City Council received a memo before the meeting explaining that the resolution incorrectly states that the proposed sound wall will step down from a height of 18 to 10 feet from the rear to the front of the property. The step down will be from a height of 18 to 8 feet. He recommended that the resolution be amended with the correct number when the motion was considered.

Council Member Freitas moved, Vice Mayor Collazo seconded, to adopt a resolution finding the project exempt from further environmental review pursuant to CEQA and approving DR2002022-011 and MEP2022-026 a Design Review Minor Use Permit, and Vesting Tentative Map for a 76-unit residential development located at 38600 Cedar Boulevard (APNs 92A-2585-12-1, 92A-2585-31) and to amend the sound wall step down from a height of 18 to 8 feet. The motion passed, 5 AYES.

F. OTHER BUSINESS

1. Presentation of programs and services delivered by the City of Newark's Clark W. Redeker Newark Senior Center and adopt a resolution approving the revised guidelines and procedures for the Senior Citizen Standing Advisory Committee
Resolution No. 11562

Recreation and Community Services Manager Cuevas gave the presentation of the services offered at the Clark W. Redeker Newark Senior Center and the changes proposed to the Senior Citizen Standing Advisory Committee guidelines and procedures that will facilitate conducting meetings.

There was no public comment.

Council Member Bucci moved, Council Member Jorgens seconded, to adopt a resolution approving the revised guidelines and procedures for the Senior Citizen Standing Advisory Committee. The motion passed, 5 AYES.

G. CITY COUNCIL MATTERS

Council Member Jorgens wished everyone a happy Newark Days. He stated that Newark Days is a volunteer event and volunteers have created Newark’s unique character. He is glad to see it continue.

Council Member Freitas also wished all a happy Newark Days.

Council Member Bucci wished Newark a happy birthday and recognized the Newark Days committee for their commitment. He welcomed the new employees and congratulated Senior Advisory Committee member Rick Arellano on his 50 years in Newark. He expressed his disappointment with the level of housing projects and would like to see something that does not include a HOA. He is disappointed that there is no grocery store in Area 2 or a bus depot in the City.

Vice Mayor Collazo wished Newark a happy birthday. She reminded everyone about emergency preparedness and that October is a good month to review supplies. Vice Mayor Collazo stated that cancer has touched everyone in some way and to not ignore your health. Regarding COVID, continue to wear a mask if you choose. Shop Newark!

Mayor Hannon commented on Council's desire to see affordable housing in future development and changes to affordable housing fees. He also commented on approved housing projects that have not been built and the process for extending build time.

Mayor Hannon stated that we need to be respectful of others' decision to wear a mask or not and he encouraged everyone to take advantage of the new booster.

Mayor Hannon recognized the Jewish community which will be celebrating Rosh Hashanah, the Jewish New Year.

H. CITY MANAGER UPDATES

I. CLOSED SESSION

1. Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: City Manager Benoun, Assistant City Manager Hovorka, Human Resources Director Ingham-Watters, and Labor Attorney; Employee Group: the Newark Police Association

There was no public comment.

At 9:43 p.m. the City Council recessed to a closed session.

At 9:52 p.m. the City Council convened in closed session.

At 11:05 p.m. the City Council reconvened in open session with all Council Members present.

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 11:05 p.m.

STAFF REPORT

Item D. 3.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution authorizing an amendment and future amendments to the Contractual Services Agreement with Sedgwick Claims Management Services

SUMMARY AND RECOMMENDATION

Sedgwick Claims Management Services (Sedgwick) provides workers' compensation claim management services to all Pooled Liability Assurance Network Joint Powers Authority (PLAN) members, including the City of Newark. The Contractual Services Agreement (Agreement) with Sedgwick has expired and requires renewal (Exhibit B). Staff recommends that the City Council adopt a resolution authorizing an amendment to the Agreement with Sedgwick (Exhibit A) and authorizing future amendments in an amount not to exceed $75,000 per year.

BACKGROUND

The City of Newark is one of 28 members of PLAN, a group of public entities that share the risk of self-insured losses. One service PLAN offers is administration of workers' compensation claims at a pooled rate which is less than the rates for individual cities. The City uses a third-party administrator for workers' compensation claims due to the expertise required and time intensive work involved. For several years, PLAN has selected Sedgwick for claims administration services based on cost and their quality and breadth of services. Each PLAN member electing to utilize Sedgwick for claims administration services is responsible for executing an individual contractual services agreement. In the past, the City Manager has signed the services agreements as the amount of each annual agreement was within the purchasing authority. The most recent agreement expired December 31, 2022, and included a not-to-exceed amount of $50,000. The agreement includes an annual fee based on estimated claim volumes and required staffing, as well as a list of additional services and costs of each service. City staff and Sedgwick have been working on an Agreement amendment for several months and recently agreed to the terms applicable to calendar years 2023 and 2024.

DISCUSSION/ANALYSIS

The proposed amendment for calendar years 2023 and 2024 requires City Council approval, as the total amount for both years exceeds the City Manager's expenditure authority. The amendment would increase to the not-to-exceed compensation from $50,000 to $150,000 (for three years) and extend the term of the Agreement through December 31, 2024. Sedgwick provided quotes to continue its administration of the City's workers' compensation claims. The amount for calendar year 2023 is $42,336 and for 2024 the amount is $44,029. Estimating $50,000 per year is expected to cover any additional charges and fees that may be incurred, as specified in the agreement, given the variability of the claims that the City may receive.

Because the City is required by law to have a workers' compensation program and properly administer it, the City anticipates continuing to use third party services for workers' compensation administration for the foreseeable future. Due to this ongoing need and the cost-effectiveness of utilizing services through PLAN, the proposed resolution also authorizes the City Manager to execute future amendments with Sedgwick, in a form approved by the City Attorney, for workers' compensation claims administration up to $75,000 per year.

FISCAL IMPACT

There is no fiscal impact, as the anticipated cost for services is included in the approved FY2023 and FY2024 budgets in the 2022-2024 Biennial Budget and Capital Improvement Plan. Future year costs will be requested through the biennial budget process.

REVIEW AND APPROVAL

Prepared by - Cathreene Ingham-Watters, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution Sedgwick Amendment

Exhibit A - Sedgwick Agreement Amendment

Exhibit B - 2022 Sedgwick Contractual Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. FOR THIRD PARTY ADMINISTRATION OF WORKERS' COMPENSATION CLAIMS SERVICES AND AUTHORIZING FUTURE AMENDMENTS

WHEREAS, the City of Newark is self-insured for workers' compensation claims and uses the services of a third party to provide claims administration, legal support, and statistical analysis of claims and costs; and

WHEREAS, the City of Newark is a member of the Pooled Liability Assurance Network Joint Powers Authority (PLAN), a group of public entities who share the risk of self-insured losses; and

WHEREAS, PLAN has selected Sedgwick Claims Management Services based on cost and quality of services in workers' compensation administration; and

WHEREAS, the City of Newark executed a contractual services agreement with Sedgwick Claims Management Services from January 1, 2022 to December 31, 2022 and has negotiated a two-year amendment to the agreement to continue to provide workers' compensation claim management services through December 31, 2024; and

WHEREAS, the City will have a continued and ongoing need to utilize claims management services beyond December 31, 2024 and desires to authorize the City Manager to execute future agreement amendments up to $75,000 per year.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark hereby authorizes the City Manager to execute an amendment to the agreement with Sedgwick Claims Management Services effective January 1, 2023 through December 31, 2024, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute future amendments with Sedgwick Claims Management Services for workers' compensation claims administration in an amount not exceed $75,000 per year and provided that any future amendments are in a form approved by the City Attorney.

FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT TO EXTEND THE AGREEMENT FOR AN ADDITIONAL PERIOD

This First Amendment to the Contractual Services Agreement, effective January 1, 2022 by and between the City of Newark ("Client") and Sedgwick Claims Management Services, Inc. ("Sedgwick") (the "Agreement"), is entered into effective January 1, 2023 (this "Amendment").

In consideration of the Agreement recitals and the mutual covenant and conditions contained herein, the Parties acknowledge that the Agreement is hereby amended as follows:

1. The Agreement shall be extended for an additional period commencing January 1, 2023 and ending December 31, 2024.

2. Section 3.A. of the Agreement shall be amended to increase the not to exceed compensation from $50,000 to $150,000.

3. Exhibit B of the Agreement shall be amended to provide that Client shall pay Sedgwick the following fees on a life of contract basis for services provided during the period of January 1, 2023 to December 31, 2024:

A. <u>Annual Flat Fee</u>:

Client shall pay $42,336.00 for claims received by Sedgwick during the period beginning January 1, 2023 and ending December 31, 2023 and $44,029 for the period January 1, 2024 and ending December 31, 2024. Sedgwick offers an annual flat fee pricing option based on the estimated claim volumes and the estimated required staffing to service those claims. Under this option, Sedgwick reserves the right to modify the annual flat fee if, changes in program requirements or an increase in claim volume of greater than 15% impacts the staffing requirements of the unit.

B. <u>Miscellaneous Charges</u>:

i. viaOne access is available for a fee of $870 per user per year. Sedgwick will make available through Sedgwick's proprietary claims system, claim-related data with "web-enabled" access. Client will have "view only" access to the system for the term specified. Client will bear responsibility for its own hardware, software, connection, and similar costs for accessing the electronic claims management system.

ii. Standard encrypted data files are available for a fee of $225 for per monthly data file provided.

iii. Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of $24 per report.

C. Care Management Fee Schedule:

All claims administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services. The rates shall increase 4% annually.

Service	Rate
Medical bill review	
State fee scheduling/usual, customary and reasonable; state reporting	$18.20 per bill * including CA MPN and TX HCN *Bills $100,000 or greater, will have network savings charged at 18% of savings. Surgical implant bills discounted will have PPO fees charged at 27% of savings.
Preferred provider organization (PPO) networks/out of network services	
Telephonic clinical services	
Telephonic case management (TCM): • Telephonic nurse case manager • Surgery nurse case manager Behavioral health specialist	$140 per hour (1)
Customized nurse services	$140 per hour (1)
Utilization review (UR) and physician advisor	
UR	$156 per review
Physician advisor/peer review	$268 per review
Physician review of records	$268 per hour
Physician advisor appeal	$364 per review
Complex pharmacy management	Pharmacy nurse management/pain coaching: $120 per hour Physician and PharmD management (as needed): $364 per hour
Field case management (FCM)	
Medical FCM: Full field	$140 per hour, plus direct expenses (1)(2) Urgent/catastrophic case management: $192 per hour (1)
Crisis care RN	$172 per hour (1)
FCM tasks:	
– One visit clinical assessment	$749 flat fee
– Limited assignment task	$140 per hour (1)
– Specialty task services: life care plan, expert testimony, customized services	$172 per hour
Vocational and work placement solutions	
Transitional work placement (at not-for-profit)	$936 for placement or no-show
Return to work (RTW) specialist	$140 per hour (1) Telephonic RTW

Service	Rate
Workplace consultation — program/policy design and planning	$208 per hour, plus direct expenses
Vocational — full FCM	$140 per hour, plus direct expenses (1)(2)
Vocational field tasks:	
– Vocational assessment/testing	$988 flat fee
– Labor market survey	$665 flat fee
– Automated transferable skills analysis	$374 flat fee
– Job analysis or ergonomic evaluation	$822 flat fee
Clinical consultation services	
Clinical consultation	Standard (24x7x365 access to nurse): $95 per call Premium (standard plus option of blended intake or limited customization): $110 per call Advanced (Premium plus option to customize workflows): $120 per call* *Level of customization may warrant additional fees
Sedgwick managed care administrative services	
Lien resolution	28% of the below fee schedule savings subject to minimum fee of $125 and cap of $7,500 per lien Expert witness testimony or hearing representation charged at $130 per hour plus direct expenses
Sedgwick standard medical card	No charge; customization starts at $3,500
Mandatory state panel postings	Included in Sedgwick bill review program fees
Non-mandatory state panel postings	$9 per panel
(1) Alaska, California, Hawaii, New York at $140 per hour; CAT at $192 per hour (2) Minnesota QRC Med/Voc @ $112.53 per hour and QRC Job Placement @ $90.13 per hour.	

D. <u>SIU Service Fees</u>:

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Service name	Price
Research services	
Social media investigation	$275
Smart plus investigation	$475
Comprehensive background	$525
Canvassing services	$250
Skip tracing/individual locate	$315
Asset check	$225
Criminal and civil check	$135 plus cost of records Additional counties or names: $75 (per county or name)
Records request	$100 plus cost of records
Social media monitoring	$25 per week of monitoring
Other research services	Quote upon request
Surveillance services	

Service name	Price
Surveillance	$95 per hour (portal to portal): All other states $100 per hour (portal to portal): California, Hawaii, and New York *Mileage charged at IRS standard mileage rate* Additional expenses to hourly rate: Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: $85 License plate searches: $20 (post prelim)
Unmanned surveillance	$750 per day (three-day minimum) Deployment and extraction of stationary device: $95 per hour: All other states $100 per hour: California, Hawaii, and New York *Mileage charged at IRS standard mileage rate*
Video copies	$100 per additional copy plus shipping
Field services	
Alive and well check - in person	$425: All other states $450: California, Hawaii, and New York
Alive and well check - virtual interview	$125
Activity check	$450: All other states $475: California, Hawaii, and New York
AOE/COE Recorded statement Scene investigation Trial/deposition	$95 per hour (portal to portal): All other states $100 per hour (portal to portal): California, Hawaii, and New York *Mileage charged at IRS standard mileage rate*
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	$125 per hour
Fraud investigation (includes state reporting)	$125 per hour
Red flag analytics review	$125 per hour
Other assessment services	Quote upon request

E. Subrogation and Other Recoveries:

i. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty-five percent (25%) of the recovery received. All fees and expenses, including attorneys' fees or investigations,

for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.

ii. As determined by the parties, Sedgwick shall either:
   a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
   b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

F. <u>MMSEA/SCHIP Medicare Reporting Fee</u>:

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

One time $9 charge per claim for claims involving bodily injuries (WC, liability, no fault).

MEDICARE REPORTING SERVICES SCHEDULE

To assist the Client in fulfilling Client's Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8) and the CMS User Guide ("User Guide") published on March 16, 2009 (and as amended and revised), Sedgwick will perform the following reporting services:

1. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.

2. Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.

3. Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in the User Guide.
   a. Client will be responsible for maintaining a valid RRE Identification Number as described in the User Guide and is a condition precedent to Sedgwick preforming the duties under this section. Failure to maintain the RRE Identification Number will result in Sedgwick's inability to properly report claims on behalf of the Client. Sedgwick assumes no responsibility for maintaining a valid RRE Identification Number on behalf of the Client.

4. Sedgwick will assist Client as follows:
   a. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the User Guide.

b. Sedgwick will report directly to CMS on behalf of the Client as an Account Designee (reporting agent), and/or Account Manager as such term is defined in the User Guide.
c. Sedgwick will prepare the required data files and submit them to CMS on a periodic basis in order to properly query and report the appropriate files as defined in the User Guide.

5. Sedgwick will be responsible for payment of any and all fines assessed to Client regarding compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:
   a. Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
   b. Sedgwick did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

4. All terms and conditions of the Agreement shall otherwise remain the same, except those terms and conditions which have been added, deleted, or modified by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the dates shown below.

City of Newark

By_____

Title_____

Date_____

Sedgwick Claims Management Services, Inc.

By_____

Title_____

Date_____

Approved as to Form

By_____

Title_____

Date_____

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CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 1st day of January, 2022 (the "Effective Date") by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and Sedgwick Claims Management Services, Inc., ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: third party administration services for City's self-insured workers' compensation program.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, Consultant affirms and warrants that it maintains all of the requisite qualifications, experience, training, and expertise to competently perform the Services for the City under the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Starting January 1, 2022, Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

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A. "Not to Exceed" Compensation. City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

B. Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of $50,000 unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Attn: Finance Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. Payment. Upon receipt of an invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this the terms of this Agreement.

D. Consultant's Failure to Perform. In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved by the parties in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except

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to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

Consultant agrees to include with all Subconsultants in their subcontract substantially similar requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant shall be bound to Consultant and City in substantially similar manner as Consultant is bound to City under this Agreement. Any Sub-subconsultant agreement shall contain substantially similar contractual provisions as the foregoing. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

In the event that City, in its discretion and upon discussion with Consultant, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, promptly upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

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B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after Consultant receives City's prior written request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. RESERVED.

13. RESERVED.

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14. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all applicable policy language and endorsements at any time upon prior written request. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall promptly furnish City with applicable certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

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C. Minimum Limits of Insurance.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. Reserved.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 14 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

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In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

2. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant's Commercial General Liability & Auto Liability insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

3. Notice of Cancellation. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). Deductibles and self-insured retentions may be requested by the City Manager and shall not reduce the limits of

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liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

15. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

16. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) promptly defend, and (2) indemnify City, its, officers, officials, directors, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services under this Agreement, or any negligent or intentionally wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the negligence, willful misconduct, or breach of this Agreement by City or of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of City or an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of City or the indemnified party.

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In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

17. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

18. TERM/TERMINATION.

A. The term of this Agreement shall commence as of the Effective Date and shall expire upon one year from that date.

B. Notwithstanding the provisions of paragraph 18 Section A above, City or Consultant may terminate this Agreement at any time and without cause upon written notification to the other party. In the case of Consultant, written notice to City shall include the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Human Resources Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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20. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

CONSULTANT NAME	**CITY OF NEWARK**
Sedgwick Claims Management Services, Inc.	
Jennifer Solito	
Consultant	**Administrator**
Address: ATTN: General Counsel-Americas 8125 Sedgwick Way Memphis, TN 38125	City of Newark Attn: Human Resources 37101 Newark Boulevard Newark, CA 94560

21. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

22. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

24. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

25. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

26. ASSIGNABILITY. Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

27. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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28. WAIVERS. Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

29. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

31. COVENANT AGAINST CONTINGENT FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

DocuSigned by:
By David Benoun
075767B2C2304C4...
City of Newark

Date 12/14/2022

Sedgwick Claims Management Services, Inc.

DocuSigned by:
By J. Edward Peel
D2FF7D55E52E46F...
Consultant

Date 12/14/2022

J. Edward Peel
Printed Name

Attest:

CSA 8/2019
C/28941

DocuSign Envelope ID: AB455DFC-0173-47EC-ACB8-27B0733A21E0

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...

City Clerk

Date 12/15/2022

Approved as to form:

DocuSigned by:
kristopher kokotaylo
ABFC8AFEC9714E4...

City Attorney

Date 12/14/2022

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EXHIBIT A

SCOPE OF SERVICES

1. Sedgwick agrees to perform the following services:

A. With regard to Claims Administration, Sedgwick shall:

(1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a "Qualified Claim"), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;

(2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;

(3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;

(4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;

(5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by Client or Insurer during normal business hours upon three (3) days prior written notice;

(6) Notify Client's first layer of insurance coverage for each Qualified Claim where the values may exceed Client's retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;

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(7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;

(8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;

(9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and

(10) Annually report federal, state and local 1099 information under Sedgwick's tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and managed by Sedgwick on behalf of Client, but not for payment authorizations when Sedgwick does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, Client shall pay the additional bank account fees due.

B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.

C. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.

D. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.

2. <u>Obligations of Client</u>:

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A. Client shall provide Sedgwick in a timely manner with its first layer of insurance coverage for the policy years necessary for proper notification of applicable Qualified Claims to such first layer insurers by Sedgwick. Should Client fail to provide this information, Sedgwick shall be relieved of any such reporting obligations.

B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any. Client shall reimburse Sedgwick for the reasonable and customary out-of-pocket expenses incurred by Sedgwick such as travel expenses in conjunction with the services being performed. If Client, in its sole discretion, requests Sedgwick to perform services outside of the scope of work listed herein, then Client shall compensate Sedgwick for such services at Sedgwick's then applicable standard rates for such service.

C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, Medicare reporting and compliance services fees and costs, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request. Sedgwick may, but need not, elect to utilize its own staff or affiliated entities to perform these services. Associated fees and costs will be charged as allocated loss adjustment expenses.

D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:

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(1) There is a substantial increase or decrease in claims payment activity;

(2) Client fails to fund the Claim Account within the agreed upon time period;

(3) There is a change in funding cycle;

(4) The escrow is recalculated at Client's request; or

(5) The escrow amount is automatically recalculated on an annual basis.

E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of Client [or Insurer, in cases where Insurer funds claim account, Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.

F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to $25,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.

G. Sedgwick shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed $25,000 and shall not need the approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.

H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services or terminate this Agreement. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be

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eligible, and may collect such fees from any loss fund that may be in Sedgwick's care, custody and control.

I. Upon receipt of any form of notice advising of facts which are or may be a Qualified Claim, Client shall promptly assign the Qualified Claim to Sedgwick for management. Client shall promptly provide Sedgwick with such information as Sedgwick may require, including, but not limited to, any copy of documents describing its Program, including but not limited to documents submitted to any legal, administrative or regulatory authority for approval of the Program, as well as incident reports and related information in Client's possession and otherwise cooperate with Sedgwick in carrying out Sedgwick's tasks hereunder.

3. Network Security/Confidentiality

A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.

B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:

(1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and

(2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.

C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to

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compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.

D. The provisions of this section shall survive the expiration or termination of the Agreement.

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EXHIBIT B

PAYMENT

Client shall pay the following fees on a life of contract basis for services provided during the term of this Agreement:

1. <u>Flat Fee Pricing</u>

A. Client shall pay $40,708.00 for claims received by Sedgwick during the period beginning January 1, 2022 and ending December 31, 2022. Sedgwick offers an annual flat fee pricing option based on the estimated claim volumes and the estimated required staffing to service those claims. Under this option, Sedgwick reserves the right to modify the annual flat fee if, changes in program requirements or an increase in claim volume of greater than 15% impacts the staffing requirements of the unit.

B. For purposes of this Agreement, an "Indemnity Claim" shall mean any workers' compensation Qualified Claim:

- For which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or there is time lost from work;
- For which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner's attorney;
- Where incurred medical costs exceed $3,000;
- That is denied but otherwise would have been classified as Indemnity Claims;
- For which Client requests to be investigated or classified as an Indemnity Claim;
- That Sedgwick determines additional investigation is necessary to determine compensability, to comply with applicable laws, or both;
- For which subrogation is investigated or pursued; or
- That is open longer than twelve months.

C. For purposes of this Agreement, a "Medical Only Claim" shall mean any workers' compensation Qualified Claim which is not an Indemnity Claim or an Incident Only.

D. For purposes of this Agreement, an "Incident Only" shall mean claims reported by Client that require no payment or activity other than generating a record in the data management system. These claims carry no reserves and no contacts are made by Sedgwick. If contacts are required on incident only cases, additional fees will apply.

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2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on January 1, 2022 and ending on December 31, 2022

A. viaOne access is available for a fee of $870 per user per year. Sedgwick will make available, through Sedgwick's proprietary claims system, claim-related data with "web-enabled" access. Client will have "view only" access to the system for the term specified or as contemplated in Section 5(C) of this Agreement. Client will bear responsibility for its own hardware, software, connection and similar costs for accessing the electronic claims management system.

B. $26,525 per data source converted for up to 100,000 records in the source.

C. Standard encrypted data files are available for a fee of $225 per monthly data file provided.

D. Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of $22 per report

E. Client shall pay for storage of claim files which were closed at the time that Sedgwick obtained the Program. Sedgwick's liability for such files shall be subject to the same limitations as contained in its written agreements with storage service providers, if any.

3. Invoicing

All recurring fees such as claims service, program management and information technology fees are billed monthly in advance. The estimates are subject to audit thirty (30) days after the conclusion of each contract year.

4. Care Management Fee Schedule

All claims administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services. Rates increase 4% annually.

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Service	Rate
Medical bill review and provider networks	
State fee scheduling/usual, customary and reasonable; state reporting Preferred provider organization (PPO) networks/out of network services	$17.50 per bill* (including CA MPN and TX HCN) (CA MPN excluded) *Bills $100,000 or greater will have network savings charged at 18% of savings. Surgical implant bills discounted will have fees charged at 27% of savings.
Telephonic clinical services	
Telephonic case management (TCM): • Telephonic nurse case manager • Surgery nurse case manager	$135 per hour (1)
Behavioral Health Specialist	$135 per hour (1)
Customized nurse services	$135 per hour (1)
Utilization review (UR) and physician advisor	
UR	$150 per review
Physician advisor/peer review	$258 per review
Physician review of records	$258 per hour
Physician advisor appeal	$350 per review
Complex pharmacy management	Pharmacy nurse management/pain coaching: $115 per hour Physician and PharmD management (as needed): $350 per hour
Field case management (FCM)	
Medical FCM: Full field	$135 per hour, plus direct expenses (1)(2) Urgent/catastrophic case management: $185 per hour (1)
Crisis care RN	$165 per hour (1)
FCM tasks:	
One visit clinical assessment	$720 flat fee
Limited assignment task	$135 per hour (1)
Specialty task services: life care plan, expert testimony, customized services	$165 per hour
Vocational and work placement solutions	
Transitional work placement (at not-for-profit)	$900 for placement or no-show
Return to work (RTW) specialist	$135 per hour (1) Telephonic RTW
Workplace consultation - program/policy design and planning	$200 per hour, plus direct expenses
Vocational - full FCM	$135 per hour, plus direct expenses (1)(2)
Vocational field tasks:	
Vocational assessment/testing	$950 flat fee
Labor market survey	$640 flat fee
Automated transferable skills analysis	$360 flat fee
Job analysis or ergonomic evaluation	$790 flat fee

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Service	Rate
Clinical consultation services	
Clinical consultation	Standard (24x7x365 access to nurse): $90 per triage call Premium (blended nurse intake option): $105 per triage call Advanced (ability to customize workflows): $115 per triage call* *level of customization may warrant additional fees
Sedgwick managed care administrative services	
Lien resolution	28% of the below fee schedule savings subject to minimum fee of $125 and cap of $7,500 per lien Expert witness testimony or hearing representation charged at $125 per hour plus direct expenses
Sedgwick standard medical card	No charge; customization starts at $3,500
Mandatory state panel postings	Included in Sedgwick bill review program fees
Non-mandatory state panel postings	$9.00 per panel
(1) Alaska, California, Hawaii, New York @ $135 per hour; CAT @ $185 per hour (2) Minnesota QRC Med/Voc @ $112.53 per hour and QRC Job Placement @ $90.13 per hour	

5. SIU Service Fees

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Service name	Price
Research services	
Social media investigation	$275
Smart plus investigation	$475
Comprehensive background	$525
Canvassing services	$250
Skip tracing/individual locate	$175
Asset check	$225
Criminal and civil check	$135 plus cost of records Additional counties: $35 (per county)
Records request	$100 plus cost of records
Social media monitoring	$25 per week of monitoring
Other research services	Quote upon request

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Service name	Price
Surveillance services	
Surveillance	$85 per hour (portal to portal): All other states $95 per hour (portal to portal): California, Hawaii and New York *Mileage charged at IRS standard mileage rate* Additional expenses to hourly rate: Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: $85 License plate searches: $10 (post prelim)
Unmanned surveillance	$700 per day (three-day minimum) Deployment and extraction of stationary device: $85 per hour: All other states $95 per hour: California, Hawaii and New York *Mileage charged at IRS standard mileage rate*
Video copies	$60 per additional copy plus shipping
Field services	
Alive and well check - in person	$325: All other states $350: California, Hawaii and New York
Alive and well check - virtual interview	$125
Activity check	$350: All other states $375: California, Hawaii and New York
AOE/COE Recorded statement Scene investigation Trial/deposition	$85 per hour (portal to portal): All other states $95 per hour (portal to portal): California, Hawaii and New York *Mileage charged at IRS standard mileage rate*
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	$95 per hour
Fraud investigation (includes state reporting)	$95 per hour
SIU intelligence program	Workers' compensation and general liability — $150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

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6. Subrogation and Other Recoveries

A. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty percent (20%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
B. As determined by the parties, Sedgwick shall either:
   a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
   b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

7. MMSEA/SCHIP Medicare Reporting Fee

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

One time $9 charge per claim for claims involving bodily injuries (WC, liability, no fault).

8. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

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MANAGED CARE SERVICE SCHEDULE

Client has chosen the following managed care services, as defined herein:

(1) Provider Fee Management - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary ("UCR") data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.

(2) Preferred Provider Organization ("PPO") Networks - Sedgwick will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc.) under the managed care program in conjunction with the Provider Fee Management service.

(3) Hospital Bill Review - Hospital or outpatient non-PPO bills will be reviewed by a nurse for possible errors or excessive charges relative to the patient's medical diagnosis at Sedgwick's or Client's request.

(4) Out of Network Bill Review – Bills from out of network health care providers will be reviewed, and if appropriate a negotiation with the billing provider will be pursued. Additionally, inpatient and outpatient procedures that are not addressed by an individual state's fee schedule or UCR will be repriced to a geographically driven and cost to charge repricing database to determine appropriate reimbursement.

(5) Specialty Usual and Customary Review – Sedgwick's vendors will apply geographic charges (fee for same procedure charged by other providers in same area) and cost to charge ratios (actual cost to provider for procedure or hospital stay v. amount charged) to determine reimbursement of medical services billed that are not addressed within the jurisdictional fee schedule or usual and customary reimbursement.

(6) Field Case Management - Sedgwick will assign appropriate cases for field medical and vocational management services.

(7) Utilization Review, which includes the following components:

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(a) Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.

(b) Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.

(c) Retrospective Utilization Review- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.

(d) Peer Review - physician-to-physician contact to resolve treatment and diagnosis questions.

(8) Prescription Services – Pharmacy program made available to Client's employees whereby a network of pharmacies, local to Employer sites/employee residences will provide prescription medications related to the work related injury with no out of pocket expenses to the employee.

(9) Pharmacy review services include a review of all current medications prescribed to the claimant as well as a review of over the counter medication being taken by the claimant. The purpose of the review is to evaluate whether the medications prescribed to and/or taken by the claimant are appropriate for treatment of the injury or ailment which is the subject of the underlying claim being administered by Sedgwick.

(10) Telephonic Case Management services are described below and are available upon request and for an additional fee.

(11) Complex file review (nurse review) - Hospital or outpatient non-PPO bills that meet specific, pre-established criteria may be reviewed by a nurse for possible errors or excessive charges relative to the patient's medical diagnosis.

Additional Managed Care Services

Telephonic Case Management

Sedgwick will provide a telephonic medical case management program in which nurse case managers receive early notice of a worker's injury and telephonically manage the appropriate cases. Other elements of the Telephonic Case Management program include:

- The management phase includes ongoing return to work ("RTW") and treatment plan management and negotiation. The treating physician will be contacted within forty-eight (48)

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hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities. By continuing to contact the injured worker, the provider, and the Client, case management is best able to facilitate early RTW and appropriate treatment.

- The case may go simultaneously to the assigned claim examiner and nurse or the Sedgwick claims professional will make initial contacts to determine compensability and triage based on preset triggers and/or the claims professional's judgment to determine if the case will be sent to a telephonic case management nurse.

- Throughout the telephonic case management process, telephone contact will be made with the provider, employee, and Client. Status reports will be provided, within seventy-two (72) hours, to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

  If, at the end of thirty (30) days, the case has not closed, the nurse case manager will contact the claims professional with a recommendation. At that time, the case will either:
  - Close based on a decision by the claims professional
  - Continue with case management on a month-to-month basis until closure and/or RTW and/or maximum medical improvement (MMI).
  - Be referred for Field Case Management

  Documentation of this contact will be transmitted electronically to the data management system.

- Sedgwick claims offices will receive standard, open, closed, referred, and savings reports. All information collected will allow for insured level, by office reporting. Client customized communication reports may carry an additional charge to be borne directly by Client. If this is the case, these charges will be detailed in a separate document to be agreed upon in writing between the parties.

Evaluation and Recommendation

The Sedgwick Evaluation and Recommendation program involves triage contact with the injured worker, treating physician and, if appropriate and necessary, Client, to determine treatment and return to work ("RTW") plans and appropriateness for telephonic case management.

- In the evaluation and recommendation phase, a Sedgwick nurse will receive demographic and initial claims professional contact information and open the case. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan,

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including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities.

- Status reports will be provided, within seventy-two (72) hours to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

- Continued telephonic case management will proceed on only those cases in which clinical activities can assist in resolving medical or RTW issues at the discretion of the Sedgwick claims professional. These activities require regular contact with the injured worker, treating physician or therapist, and Client, as appropriate.

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SIU SERVICE SCHEDULE

Sedgwick Special Investigations Unit ("Sedgwick SIU") will provide centralized management of investigative service vendors and will maintain a national vendor list of approved service providers based upon client or local Sedgwick office preference. Sedgwick SIU will establish quality benchmarking and ensure its vendors are properly licensed and maintain insurance coverage as mandated in vendor agreements with these firms.

Sedgwick SIU will serve as a central referral and coordination unit providing the following SIU services for the fees itemized in Exhibit B:

1. Assessment services including case review, consultation, action plan development, state fraud filing, claim file demand and fraud packaging.

2. Field services including surveillance, activity checks, alive and well checks, and on-site investigations including recorded statements, AOE/COE, and scene investigations.

3. Research services including comprehensive background checks, internet searches, facility canvasses public records, skip tracing, criminal, civil and asset checks.

4. SIU compliance services including carrier and state annual reporting and fraud awareness training.

5. And, other services as outlined in Exhibit B.

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MEDICARE REPORTING SERVICES SCHEDULE

To assist the Client in fulfilling Client's Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8) and the CMS User Guide ("User Guide") published on March 16, 2009 (and as amended and revised), Sedgwick will perform the following reporting services:

1. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.

2. Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.

3. Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in the User Guide.
   a. Client will be responsible for maintaining a valid RRE Identification Number as described in the User Guide and is a condition precedent to Sedgwick preforming the duties under this section. Failure to maintain the RRE Identification Number will result in Sedgwick's inability to properly report claims on behalf of the Client. Sedgwick assumes no responsibility for maintaining a valid RRE Identification Number on behalf of the Client.

4. Sedgwick will assist Client as follows:
   a. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the User Guide.
   b. Sedgwick will report directly to CMS on behalf of the Client as an Account Designee (reporting agent), and/or Account Manager as such term is defined in the User Guide.
   c. Sedgwick will prepare the required data files and submit them to CMS on a periodic basis in order to properly query and report the appropriate files as defined in the User Guide.

5. Sedgwick will be responsible for payment of any and all fines assessed to Client regarding compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:
   a. Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
   b. Sedgwick did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

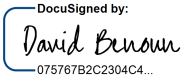
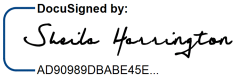
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David Benoun david.benoun@newark.org City Manager Security Level: Email, Account Authentication (None)	DocuSigned by:  075767B2C2304C4... Signature Adoption: Pre-selected Style Using IP Address: 67.170.251.108	Sent: 12/14/2022 12:22:16 PM Viewed: 12/14/2022 3:31:25 PM Signed: 12/14/2022 3:31:36 PM
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Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	DocuSigned by:  AD90989DBABE45E... Signature Adoption: Pre-selected Style Using IP Address: 206.128.122.185	Sent: 12/14/2022 3:31:39 PM Viewed: 12/15/2022 8:30:11 AM Signed: 12/15/2022 8:30:28 AM
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Thomas, Timothy Timothy.Thomas@Sedgwick.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/14/2022 11:43:40 AM ID: 38cbd9be-c0a5-40ea-a0ea-9762e6f87514	COPIED	Sent: 12/15/2022 8:30:37 AM

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Notary Events	Signature	Timestamp

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Completed	Security Checked	12/15/2022 8:30:37 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Newark:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sheila.harrington@newark.org

To advise City of Newark of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sheila.harrington@newark.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Newark

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sheila.harrington@newark.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Newark

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sheila.harrington@newark.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Newark as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Newark during the course of your relationship with City of Newark.

STAFF REPORT

Item D. 4.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Brian Simon, Lieutenant
SUBJECT	Adopt a resolution authorizing the acceptance of the Selective Traffic Enforcement Program (STEP) grant and the Traffic Records Improvement Project (TRIP) grant through the State of California Office of Traffic Safety and amending the 2022-2024 Biennial Budget

SUMMARY AND RECOMMENDATION

The Newark Police Department has been selected to receive a Selective Traffic Enforcement Program (STEP) grant in the amount of $68,000. Traffic-related concerns in our community, including speeding vehicles, stop sign violations in residential areas, and "sideshow" activities, continue to be a high priority for our residents. Funding from this grant will assist us in reducing the number of injury crashes and allow us to promote a safer vehicle and pedestrian environment through enforcement, education, and evaluation.

In addition, the Newark Police Department has also been selected to receive a Traffic Records Improvement Project (TRIP) grant. The goal of the TRIP grant is to increase officer and records staff efficiency through the purchase of electronic crash reporting and electronic citation system software, which will integrate with the Police Department's records management system (RIMS) and with the Alameda County court citation system. This software will increase operational efficiency by decreasing the amount of time officers spend handwriting citations and also reduce the amount of time police records personnel use to enter the data information into the records management system. The TRIP grant has a value of $80,000.

Thus, the total amount of $148,000 has been awarded to the Newark Police Department by the State of California Office of Traffic Safety (OTS) and will be utilized to support the objectives of both programs.

Staff recommends that the City Council, by resolution, authorize the Chief of Police to accept the 2023-2024 STEP and TRIP grants through the State of California OTS and amend the 2022-2024 Biennial Budget.

BACKGROUND

The State of California OTS is providing funds to local law enforcement agencies through their STEP and TRIP grants. The goal of these grants is to reduce the number of persons killed and injured in traffic collisions involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement, and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention, thus enhancing the overall deterrent effect.

Additional record management improvements allow for increased officer and record staff efficiencies with collision and citation reporting in the Police Department's record management system to the California Highway Patrol and Alameda County Court System.

DISCUSSION/ANALYSIS

Over the past several years, the City of Newark has seen residential growth as well as companies moving here due to its centralized Bay Area location. The City has experienced a steady increase in commuter, commercial delivery, pedestrian, and bicycle traffic. During this last federal fiscal year (Sept 2021 – Oct 2022), the City of Newark saw a 3% increase in total crashes and the number of people injured. As of September 21st, of this current federal fiscal year (Oct 2022 – Sept 2023) the City has seen a 50% decrease in the number of pedestrian-related fatalities and a 61% decrease in alcohol-related collision injuries as compared to the previous year. Since 2018 the Department has received in excess of $400,000 to assist with the purchase of needed equipment such as DUI checkpoint lighting, traffic data collectors, and handheld LIDAR speed detectors. This grant funding has also assisted the Department in its overall enforcement efforts since 2018 resulting in department-wide totals of over 15,000 traffic stops, over 8,000 citations, and over 4,000 DUI arrests.

The Police Department will continue to focus on high-visibility enforcement, including pedestrian/bicycle violations, persons driving under the influence, and other identified primary crash factors. The City's continued partnership with OTS and its emphasis on education, enforcement, and evaluation will create a safer vehicle and pedestrian environment. This grant funding will allow us to address these traffic-related issues, which are a high priority for members of the community.

Program objectives include:
Participation in national OTS campaigns such as National Walk to School Day, National Teen Driver Safety Week, NHTSA Summer and Winter Mobilizations, National Distracted Driving Awareness Month, National Motorcycle and Bicycle Safety Months, National Click It or Ticket Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.

Maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders.

Send officers to Standard Field Sobriety Testing (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and other appropriate trainings that support the grant goals and objectives and/or traffic safety.

Conduct highly publicized Distracted Driving enforcement operations, DUI/Driver's License checkpoints, DUI saturation patrols, traffic enforcement, pedestrian/bicycle enforcement operations, traffic safety educational presentations, and highly visible collaborative DUI and Traffic enforcement operations.

Enable the Newark Police Department officers to complete collision reports more efficiently and accurately as well as complete citations with automated citation units.

Allow Newark Police Records Unit to efficiently report collision data to the California Highway Patrol and automate citation information into the records management system.

FISCAL IMPACT

Grant funding in the amount of $148,000 will be utilized for:

Overtime to conduct highly publicized Distracted Driving enforcement operations, DUI/Driver's License checkpoints, DUI saturation patrols, traffic enforcement, pedestrian/bicycle enforcement operations, traffic safety educational presentations, and highly visible collaborative DUI and Traffic enforcement operations.

Training for officers, including Standard Field Sobriety Testing (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and other appropriate trainings that support the grant goals and objectives and/or traffic safety. Other direct costs, including DUI checkpoint supplies needed to conduct sobriety checkpoints such as traffic cones, traffic signs, high visibility vests, generators, lighting, reflective banners, electronic flares, canopies, etc. Purchase software upgrades for collision and citation reporting.

A budget amendment is necessary to accept the funds and place them into the appropriate accounts:

Fund Number	Amount	
233.30.031.310.4793	Federal Grant Revenue	$148,000
233.30.031.310.5140.OTS.STEP. PT24129	Patrol Overtime	$59,000
233.30.031.310.6120.OTS.STEP. PT24129	Supplies	$4,000
233.30.031.310.6450.OTS.STEP. PT24129	Training	$5,000
233.30.031.310.8053 OTS.TRIP.TR24018	Equipment	$80,000

REVIEW AND APPROVAL

Prepared by - Brian Simon, Police Lieutenant
Reviewed by - Gina Anderson, Police Chief
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

OTS Contract (STEP)

OTS Contract (TRIP)

Resolution STEP and TRIP Grants

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Newark Police Department

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Newark Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $68,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

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

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Brian Simon
TITLE: Lieutenant
EMAIL: brian.simon@newark.org
PHONE: (510) 578-4995
ADDRESS: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Gina Anderson
TITLE: Chief
EMAIL: gina.anderson@newark.org
PHONE: (510) 578-4220
ADDRESS: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Kamini Kumar
TITLE: Administrative Analyst
EMAIL: kamini.kumar@newark.org
PHONE: (510) 578-4351
ADDRESS: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. **SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: J2JJNJAU6E26 REGISTERED ADDRESS: 37101 Newark Blvd CITY: Newark ZIP+4: 94560-3727

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$68,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$68,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE **$68,000.00**		

1. PROBLEM STATEMENT

The City of Newark located in southern Alameda County has over 49,000 people in an area of 13.9 square miles. We are bordered by one major freeway and one state highway with Interstate 880 along our eastern border and State Route 84 along our northern border. The City of Newark also has several rail transportation lines serving the city, including the Altamont Commuter Express (A.C.E.) and Amtrak. These significant thoroughfares contribute to higher traffic volume within the city limits, especially during commute hours.

Over the last couple of years, Newark has developed at least 2,500 new homes, and multiple hotels and was reported as one of the fastest-growing cities in the State of California. Naturally, the increase in new housing developments also increases the volume of vehicular and pedestrian traffic. In 2016 our population was 44,767 and increased to over 49,000 according to the 2020 U.S. Census project projection for the City of Newark. The substantial population growth of Newark and our region has impacted vehicular and pedestrian crashes. Despite our concerted efforts, the City of Newark saw major changes in 2022 in our fatal crash statistics with 5 total fatalities straddling two federal fiscal years. During this last year, the City of Newark saw an 8% increase in total crashes and a 17% increase in the number of people injured than in the 2020-2021 federal fiscal year. We attribute this to the turmoil to a variety of factors including post-pandemic conditions and lower local and regional law enforcement personnel not experienced before. On a positive note, we saw double-digit decreases in pedestrian-involved injuries, alcohol/drug-related injuries, and a 9% decrease in alcohol-involved injuries.

With companies such as Facebook and Apple offering their employees financial incentives to live within a certain distance of their campus, the City of Newark expects to see a rise in traffic-related issues as our location provides access to both sides of the bay, and the competitive housing prices make it an attractive place for employees to live. The increase in residents has added to the number of vehicles and pedestrians on our roadways and sidewalks. We have also observed the number of vehicles that use the City of Newark's main thoroughfares to bypass the gridlocked traffic on Interstate 880 and State Route 84 during the commute hours on weekdays and weeknights.

As we emerge into a post-pandemic era, our region has seen an unemployment decrease from 13% to 3%. Newark continues to focus its efforts on attracting new manufacturers, small businesses, and hotel occupancy. Our centralized location within the Bay Area makes Newark a choice location for companies such as Amazon and Tesla, which have built distribution hubs in Newark. As a result, we have seen a steady increase in commuter traffic and commercial delivery traffic.

The emphasis on traffic safety continues to be the main priority for the community and the Newark Police Department. To address our growing traffic-related concerns, the Newark Police Department established an overarching goal to reduce the number of injury crashes and promote a safer vehicle and pedestrian environment through enforcement, education, and evaluation. In this continuing commitment, the City of Newark and the Police Department have joined a regional Tri-City Safety Responders Group, which is focused on promoting safer commuting within this region. The City also partnered with Fehr and Peers, a transportation planning and engineering firm, and community stakeholders to start the process of creating a comprehensive roadway safety plan to address traffic safety concerns. The police department recently implemented new Peregrine software, which assists us with evaluating crime and crash trends within Newark to better understand and deploy resources. To help us best utilize this type of technology, the police department has also hired a first for our agency, a crime analyst, who will help us interpret data to better utilize our resources as we address department/city priorities.

Staffing difficulties continue to persist. We anticipated that Newark PD would be fully staffed by mid/end of 2019, however finding qualified candidates continues to be a local, regional, and nationwide epidemic. Although reaching full staffing is still a moving target, we continue to seek candidates from all areas of the community including college campuses, community groups, academies near and far, and other police organizations. We continue to utilize our explorer and school programs to funnel good candidates into our civilian positions in hopes of molding them into Newark Police Officers. To date, this process has

recently netted us three new officers and continues to show results. Chief Anderson has made it clear to staff that traffic enforcement is one of her priorities and has directed all new officers to receive training in traffic enforcement during their initial Field Training Program. Traffic-related issues are the most common complaints from our community.

We firmly believe there is a direct correlation between traffic enforcement and its effect on the number of traffic crashes and injuries within the city. The Newark Police Department fully expects that our traffic crash numbers will continue to increase in 2023 as commute traffic returns to pre-pandemic levels. We also expect our enforcement numbers to continue increasing as we leverage the addition of a full-time crime analyst and the development of our Peregrine technology. The Department continues to focus on high-visibility enforcement, with much of our efforts concentrated on pedestrian/bicycle violations, persons driving under the influence, and other identified primary crash factors. We will continue to analyze the most common primary crash factors for high-visibility enforcement operations.

The City of Newark is home to one high school, a continuation school, and a full-time Junior College campus, servicing thousands of students. Newark also hosts an annual four-day carnival and community fair that boasts an overall attendance of more than 100,000 people. NPD would like to continue focusing our efforts on these dense population groups.

The number one complaint from our community is traffic-related issues. We receive requests for additional traffic enforcement daily. The most common allegations are speeding vehicles, stop sign violations in residential areas, and "sideshow" activities in our industrial sectors. The Newark Police Department requires additional resources to decrease the overall number of traffic-related complaints. We have identified specific areas such as speed, impaired driving, and pedestrian/bicycle safety as areas that need immediate enforcement and education. The Department is hoping with OTS funding we can continue with these efforts.

The overall impact of injury crashes affects the entire population of Newark. Our continued partnership with OTS and our emphasis on education, enforcement, and evaluation will create a safer vehicle and pedestrian environment on our roadways

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1

2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	10
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	7
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
13. Participate in highly visible collaborative DUI Enforcement operations.	2
14. Participate in highly visible collaborative Traffic Enforcement operations.	2
15. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	4

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the

OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$42,000.00
402PT-24	20.600	State and Community Highway Safety	$26,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-24	$10,394.00	2	$20,788.00
DUI Saturation Patrols	164AL-24	$1,325.34	10	$13,253.00
Collaborative DUI Enforcement	164AL-24	$1,767.12	2	$3,534.00
Benefits AL @ 1.45%	164AL-24	$37,575.64	1	$545.00
Traffic Enforcement	402PT-24	$1,008.70	7	$7,061.00
Distracted Driving	402PT-24	$1,008.70	4	$4,035.00
Pedestrian and Bicycle Enforcement	402PT-24	$3,106.65	1	$3,107.00
Traffic Safety Education	402PT-24	$441.78	2	$884.00
Collaborative Traffic Enforcement	402PT-24	$806.96	2	$1,614.00
Street Racing and Sideshow Enforcement Operations	402PT-24	$1,008.70	4	$4,035.00
Benefits PT @ 1.45%	402PT-24	$20,734.63	1	$301.00
Category Sub-Total				$59,157.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	$4,963.00	1	$4,963.00
				$0.00
Category Sub-Total				$4,963.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	$3,879.51	1	$3,880.00
Category Sub-Total				$3,880.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$68,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits AL @ 1.45% - Total Benefits 1.45% Medicare
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits PT @ 1.45% - Total Benefits 1.45% Medicare
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the California Traffic Safety Summit (November 7-8, 2023 in Orange County) and the OTS Traffic Safety Law Enforcement Forum (June 2024, in the Bay Area). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
Program Income default statement: There will be no program income generated from this grant. Enforcement Grant Quota Disclaimer:

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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 otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

1. GRANT TITLE
Traffic Records Improvement Project

2. NAME OF AGENCY
Newark Police Department

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Newark Police Department

5. GRANT DESCRIPTION
State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $80,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

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

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Brian Simon
TITLE: Lieutenant
EMAIL: brian.simon@newark.org
PHONE: (510) 578-4995
ADDRESS: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Gina Anderson
TITLE: Chief
EMAIL: gina.anderson@newark.org
PHONE: (510) 578-4220
ADDRESS: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Kamini Kumar
TITLE: Administrative Analyst
EMAIL: kamini.kumar@newark.org
PHONE: (510) 578-4351
ADDRESS: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. **SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: J2JJNJAU6E26 REGISTERED ADDRESS: 37077 Newark Blvd CITY: Newark ZIP+4: 94560-3727

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$80,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$80,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE **$80,000.00**		

1. PROBLEM STATEMENT

The City of Newark located in southern Alameda County has over 49,000 people in an area of 13.9 square miles. We are bordered by one major freeway and one state highway with Interstate 880 along our eastern border and State Route 84 along our northern border. The City of Newark also has several rail transportation lines serving the city, including the Altamont Commuter Express (A.C.E.) and Amtrak. These significant thoroughfares contribute to higher traffic volume within the city limits, especially during commute hours.

Over the last couple of years, Newark has developed at least 2,500 new homes, and multiple hotels and was reported as one of the fastest-growing cities in the State of California. Naturally, the increase in new housing developments also increases the volume of vehicular and pedestrian traffic. In 2016 our population was 44,767 and increased to over 49,000 according to the 2020 U.S. Census project projection for the City of Newark. The substantial population growth of Newark and our region has impacted vehicular and pedestrian crashes. Despite our concerted efforts, the City of Newark saw major changes in 2022 in our fatal crash statistics with 5 total fatalities straddling two federal fiscal years. During this last year, the City of Newark saw an 8% increase in total crashes and a 17% increase in the number of people injured than in the 2020-2021 federal fiscal year. We attribute this turmoil to a variety of factors including post-pandemic conditions and lower local and regional law enforcement personnel not experienced before. On a positive note, we saw double-digit decreases in pedestrian-involved injuries, alcohol/drug-related injuries, and a 9% decrease in alcohol-involved injuries.

During the last 5 years, the Newark Police Department has processed approximately 2,624 crash reports or about 525 reports a year. Each of those reports is processed and then manually sent to CHP for SWITRS. The crash report processing has been impacted by the implementation of CIBRS/NIBRS which requires our records staff to review every criminal report submitted. Newark PD utilizes the CAD/RMS program RIMS from Sunridge. This program, while very user-friendly for crime reporting, has a complex and cumbersome crash reporting system. Like many other systems, it requires the user to fill out many boxes in different locations throughout the crash reporting process that does not follow the same order as a traditional CHP555 form. This often leads to prolonged crash reporting and review. Although we cannot fully calculate the error rate in the reports, we know that this cumbersome system lends to a higher percentage of erroneous data reporting.

We are also using antiquated pen and paper for most of our citations. On average over the last 5 years, we have written 1386 citations a year. The majority of which are traditional hard copies. These citations must be manually entered into our system, then copied, and delivered to our traffic court for processing.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

B. Objectives:	**Target Number**
1. Purchase a new electronic crash reporting program or upgrade an existing electronic crash reporting program to the latest version available that includes the capability of exporting complete crash report records to a departmental records management system (RMS) and the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS).	1
2. Purchase and implement a new complete electronic citation solution or upgrade an existing electronic citation solution that includes the capability of exporting data to both a departmental records management system (RMS) as well as the local court records system if and when the local court can receive electronic citation data.	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- Determine specific system requirements.

- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic crash reporting system with the following functionalities:
    - System licensing with installation and training.
    - GIS based mapping.
    - Segment crash diagraming tool.
    - Ability to create or import crash reports.
    - Ability to import and export agency RMS files.
    - Ability to perform complete analysis of crash reports.
    - Secure database accessible by appropriate agency personnel.
    - Ability to export complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.
- Procure an electronic citation system with the following functionalities:
    - System licensing with installation and training.
    - Ability to import and export to agency RMS files.
    - Ability to perform complete analysis of citation reports.
    - Secure database accessible by appropriate agency personnel.
    - Ability to export complete citation reports to the local county court.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Prepare and submit grant claims invoice (due January 30, April 30, July 30, and October 30).
    - Successful project completion and confirmation of successful transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.
- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
    - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
    - Provide a summary of quarterly accomplishments and explanations for objectives not completed.
    - Collect, analyze, and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-24	20.616	State Traffic Safety Information System Improvements	$80,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Complete Traffic Crash and Electronic Citation Data Collection System	405c TR-24	$80,000.00	1	$80,000.00
Category Sub-Total				$80,000.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$80,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Complete Traffic Crash and Electronic Citation Data Collection System - A combination traffic crash and electronic citation data collection system will handle both traffic crash and traffic citation data collection and processing. The traffic crash database system will collect, analyze, and display crash and enforcement data, including a full featured module for analysis, allowing queries for top ranking lists of locations, breakdowns by cause, type, injury, conditions, and many other attributes. Queries and Reports will be provided in a variety of formats including pie charts, bar charts, and summaries. The system provides for crash mapping on Google Earth, ESRI GIS, or similar mapping products. Costs may include laptop/desktop computers, software and licenses, printers, accessories, training, and associated shipping and taxes. The traffic citation system will collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs may include the purchase of electronic citation devices, mag-strip readers, fingerprint readers, audio recorders, cameras, docking/charging stations, laptop/desktop computers, software, licenses, printers, accessories, training, and associated shipping and taxes.
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS Program Income default statement: There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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 otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) GRANT THROUGH THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND AMEND THE 2022-2024 BIENNIAL BUDGET

WHEREAS, the State of California Office of Traffic Safety (OTS) allocates funds to provide equipment and funding to staff for Driving Under the Influence (DUI) enforcement and awareness programs to reduce DUI related collisions, thereby reducing injuries and fatalities to our citizens and improving public safety; and

WHEREAS, the State of California OTS allocates funds to improve traffic enforcement related records efficiency; and

WHEREAS, goals of the Newark Police Department include reducing the number of persons killed and injured in traffic collisions involving alcohol and other primary collision factors, and to increase the efficiency within the traffic records division; and

WHEREAS, pedestrian and bicyclist safety as well as vehicle speeding and stop sign violations have been significant citizen concerns over the past several years; and

WHEREAS, program objectives include: 1) participation in national OTS campaigns such as Bicycle and Pedestrian Safety Month, Distracted Driving Awareness Month, and National Click It or Ticket Mobilizations; 2) maintaining a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders; 3) sending officers to Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training; 4) conducting highly publicized Distracted Driving, Click It or Ticket, DUI/Driver's License Checkpoints, DUI saturation, traffic enforcement, pedestrian/bicycle enforcement; and sideshow enforcement operations; and 5) purchasing software for collision and citation reporting, and

WHEREAS, the City of Newark has been awarded funding in the amount of $148,000; and

WHEREAS, the funding will be utilized for overtime required to conduct operations/enforcement; purchase DUI checkpoint supplies; cover expenses training which supports the grant goals and objectives and/or traffic safety; and to purchase electronic collision and citation reporting program software; and

WHEREAS, the project period is October 1, 2023, through September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark as follows:

1) That the City of Newark is authorized to accept the State of California OTS Selective Traffic Enforcement Program and Traffic Records Improvement project grants and the City Manager, or designee, is authorized to take all actions necessary to effectuate the intent of this resolution including execution of all agreements in a form approved by the City Attorney.

2) That the 2022-2024 Biennial Budget 2022-2024 is hereby amended as follows:

Fund Number	Amount	
233..30.031.310.479	Federal Grant Revenue	$148,000
233.30.031.310.5140.OTS.STEP. PT24129	Patrol Overtime	$59,000
233.30.031.310.6120.OTS.STEP. PT24129	Supplies	$4,000
233.30.031.310.6450.OTS.STEP. PT24129	Training	$5,000
233.30.031.310.8053 OTS.TRIP.TR24018	Equipment	$80,000

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on September 28, 2023, by XXXXXX who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:

NOES:

ABSENT:

SECONDED:

APPROVED:

s/Michael K. Hannon
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

STAFF REPORT

Item D. 5.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Alex Tat, Senior Civil Engineer
SUBJECT	Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement with CSW Stuber-Stroeh Engineering Group for Professional Design Services for Old Town Streetscape Improvements, Project 1258 and to amend the 2022-2024 Biennial Budget for Fiscal Year 2024

SUMMARY AND RECOMMENDATION

The Old Town Streetscape Improvements, Project 1258 is a key component of the Old Town Specific Plan and aims to serve as a catalyst for private investment within the Old Town neighborhood by improving access, safety and connections for pedestrians, bicyclists and transit users along Thornton Avenue between Olive Street and Ash Street. In addition, the Alameda County Water District's (ACWD) planned water main replacement design within this segment of Thornton Avenue will be combined with the City's streetscape improvements as a single joint design project. A Cooperative Agreement between ACWD and the City is being drafted and will be presented to the City Council for consideration at a future meeting.

The City of Newark utilizes outside consultants to provide professional design services to assist the City with a variety of projects. To meet current demands, a competitive Request for Proposals (RFP) for Professional Design Services was released. Based on the City and ACWD staff's analysis of two (2) RFP responses received and in-person interviews with both firms, CSW Stuber-Stroeh Engineering Group (CSW|ST2) was determined to be the firm who would provide the best overall service to the City.

Staff recommends that the City Council, by resolution, authorize the City Manager to enter into a Contractual Services Agreement with CSW|ST2 in an amount not to exceed $990,000 ($897,218 for Professional Design Services with an additional design contingency of $92,782) and to amend the 2022-2024 Biennial Budget for Fiscal Year 2024. The proposed Cooperative Agreement will ensure that ACWD will be responsible for 100% of the cost of professional engineering services attributed specifically to the design of ACWD's water system improvements. Costs for common professional engineering services will be shared equally between the City and ACWD. In accordance with past practice and as will be outlined in the Cooperative Agreement,

a 10% administrative fee will be added to all ACWD costs to reimburse the City for administration and management of the joint design contract.

BACKGROUND

In 2021, the Old Town Specific Plan was approved, bringing together 30 years of planning and analysis to identify a vision to revitalize Old Town as a vibrant mixed-use neighborhood, with a strong sense of place, thriving retail and commercial businesses, a range of housing choices for existing and future residents, a streetscape that prioritizes bicyclists and pedestrians, and public spaces that allow community members to gather with their neighbors. The 35% Old Town Streetscape Improvement plans were completed by BKF Engineers as part of development and approval of the Old Town Specific Plan incorporating feedback gathered from the community from two in-person public meetings and one virtual open house meeting.

The third round of One Bay Area Grant funding (OBAG 3) was adopted by the Metropolitan Transportation Commission (MTC) in January 2022 which included programming of $2 million out of the $5.14 million originally requested for the Old Town Streetscape Improvements Project. Subsequently, on March 23, 2023, the MTC through the Programming and Allocations Committee, approved a resolution allocating an additional $3.14 million of OBAG3 funds to the Old Town Streetscape Project, funding the project at the full requested amount of $5.14 million. In addition, City staff submitted a request to Assemblymember Alex Lee's office, requesting that the Assemblymember undertake legislative efforts to provide additional funding for the Old Town Streetscape Project. The City was recently informed that as a result of Assemblymember Lee's efforts, the State legislature approved $1 million in funding for the Old Town Streetscape Project.

The Old Town Streetscape Improvements, Project 1258 would install and perform much needed pavement rehabilitation, sidewalk, drainage, streetlight, street furniture, landscaping, public art space, common area and green infrastructure improvements within the Old Town area on Thornton Avenue from Ash Street to Olive Street. The proposed improvements require the relocation of an ACWD water main, which provides an opportunity for a joint design project and Cooperative Agreement between the City and ACWD.

ACWD plans to replace and relocate approximately 1,750 feet of existing asbestos cement water mains and related appurtenances within Thornton Avenue between Ash Street and Olive Street. To allow for a much more efficient and economical design effort, staff and ACWD sought to combine the respective designs into a single joint design project. A Cooperative Agreement between ACWD and the City is being drafted and will be presented to the City Council for consideration at a future meeting to formalize this joint effort, which would include professional engineering design services and construction support services.

DISCUSSION/ANALYSIS

In accordance with the City's Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Proposals (RFP) for professional design services for the Old Town Streetscape Improvements Project. The RFP solicited a single consultant team to design both City and ACWD improvements as a single project and specified that selection would be made based on quality and completeness of submissions as well as a firm's experience with projects of similar scope and complexity, approach by which their team intends to perform the work, satisfaction of previous clients, and proposed rate schedules.

Staff received a total of two (2) proposals and evaluated and ranked them based on completeness and responsiveness to the RFP. Following an initial review of the proposals received, staff invited both firms to be interviewed by the City's project team, consisting of the Assistant City Engineer, Senior Civil Engineer overseeing Capital Improvement Projects, Deputy Director of Community Services overseeing Community Development Projects, Economic Development Manager overseeing the economic development opportunities and the City Manager's Senior Management Analyst overseeing the City's Art Program. The two firms invited to the interviews were:

- BKF Engineers
- CSW Stuber-Stroeh Engineering Group (CSW|ST2)

ACWD staff also participated in the evaluation of all proposals received and interviews of all invited firms. City and ACWD staff conferred regarding their respective evaluations; however, the City retained sole discretion to select the preferred design consultant team. At the conclusion of the interviews, staff selected CSW|ST2 as the recommended consultant based on their experience with projects of similar scope, demonstrated ability to develop and deliver streetscape improvement designs in line with the project budget and satisfaction of previous public municipality clients. CSW|ST2's rates were also comparable to those presented in the other responding proposal and their overall fee was the lower of the two received.

Shortly after an agreement is executed with CSW|ST2, the consultant team will begin development of an effective and engaging community outreach strategy and evaluation of alternative roadway designs to explore the potential to apply MTC's and the Alameda County Transportation Commission's (ACTC) recently adopted All Ages and Abilities (AAA) policies for the design of bicycle facilities. The current 35% design and alternative designs will be presented to the community for review and input through separate public workshops. Staff anticipates presenting preferred design concepts to City Council for consideration, review, and approval during the Spring of 2024.

Construction of the Old Town Streetscape improvements is anticipated to begin in Spring 2025.

FISCAL IMPACT

Staff is recommending the approval of a Contractual Services Agreement with CSW|ST2 for the design of the Old Town Streetscape Improvements Project for a not-to-exceed amount of $897,218 with an additional design contingency of $92,782, totaling $990,000. The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 provides sufficient funding for this agreement. Staff recommends that the City Council approve an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to reallocate funds from previously approved projects as follows:

	Description	Expenditure	Amount
To:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001258	$500,472.39
Fr:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001238	$500,472.39

REVIEW AND APPROVAL

Prepared by - Alex Tat, Senior Civil Engineer
Reviewed by - Jayson Imai, City Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution Old Town Design

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH CSW STUBER-STROEH ENGINEERING GROUP (CSW|ST2) FOR PROFESSIONAL DESIGN SERVICES FOR OLD TOWN STREETSCAPE IMPROVEMENTS, PROJECT NO. 1258 AND APPROVING AN AMENDMENT OF THE 2022-2024 BIENNIAL BUDGET FOR FISCAL YEAR 2024

WHEREAS, on September 23, 2021, the City Council adopted the Old Town Specific Plan, bringing together over 30 years of planning and analysis for Newark's Old Town neighborhood; and

WHEREAS, Old Town Streetscape Improvements, Project 1258 is a key component of the Old Town Specific Plan and aims to serve as a catalyst for private investment within the Old Town neighborhood by improving access, safety and connections for pedestrians, bicyclist and transit users; and

WHEREAS, the Public Works Department issued a Request for Proposals for professional design services for the Old Town Streetscape Improvements Project, in accordance with the City's Purchasing Rules and Regulations; and

WHEREAS, a total of two proposals were received for the Old Town Streetscape Improvements Project; and

WHEREAS, all proposals received were evaluated by City staff based on the quality and completeness of submissions, experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules; and

WHEREAS, Alameda County Water District staff participated in the review of all proposals received but the City retained sole discretion to make the final consultant selection; and

WHEREAS, based on staff's evaluation, CSW Stuber-Stroeh Engineering Group (CSW|ST2) was determined to be the most qualified firm to provide the requested services for the Old Town Streetscape Improvements Project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute a Contractual Services Agreement, in a form approved by the City Attorney, with CSW|ST2 in an amount not to exceed $897,218 for professional design services with an additional design contingency of $92,782, totaling $990,000 for Old Town Streetscape Improvements, Project 1258.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to reallocate $500,472.39 of previously approved Capital Improvement Funds to project account 1258 as follows:

	Account	Description	Amount
TO:	201.90.091.910.6221.CIP001258	Old Town Streetscape	$500,472.39
FR:	201.90.091.910.6221.CIP001238	Lindsay Tract	$500,472.39

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to take all actions necessary to effectuate the intent of this resolution.

STAFF REPORT
Item D. 6.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Nicholas Cuevas, Recreation and Community Services Manager
SUBJECT	Adopt a resolution authorizing the City Manager to execute Task Order No. 28 to the Joint Powers Agreement with the City of Fremont for case management services

SUMMARY AND RECOMMENDATION

The City contracts with the City of Fremont for homebound senior case management services and requires execution of an annual task order to continue providing services. Staff recommends that the City Council, by resolution, authorize the City Manager to execute Task Order No. 28 to the Joint Powers Agreement with the City of Fremont for case management services.

BACKGROUND

The City has contracted with the City of Fremont for case management services since July 1, 1997. Case management services provides assessments and resources to homebound Newark seniors. Referrals are received from the City's Police and Recreation & Community Services Departments as well as the Alameda County Fire Department. As first responders, City and County staff encounter elderly that need assistance on many levels. Case management services often result in the elimination of repeated call-outs for crisis situations that require public safety response. This allows safety personnel to focus on other business within the City, thereby not straining public safety resources, while helping seniors remain in their homes as long as possible.

DISCUSSION/ANALYSIS

Case management is a vital component of the services offered through the City of Newark Senior Services program. It assists frail, homebound Newark seniors, striving to keep the elder person in their own home rather than being institutionalized. An assessment is made of the senior's overall well-being, including health (physical and mental), financial, transportation and/or housing needs, personal safety issues, and the ability to care for themselves, either on their own or with assistance. If appropriate, a care plan for services is developed to assist the senior in addressing their needs and to provide ongoing monitoring of the senior and the services they receive. With ever-increasing demands on City staff, case management services provides resources for the City's most vulnerable residents that would otherwise not be

available. Based on the number of cases opened during the current fiscal year and reviewing previous years' case loads, staff recommends continuing the annual appropriation of $5,000. This amount provides an average of one and one half hours of service per week, which has been sufficient to meet the needs of Newark clients.

FISCAL IMPACT

There is no fiscal impact, as funding in the amount of $5,000 has been allocated for Fiscal Year 2024 in the 2022-2024 Biennial Budget and Capital Improvement Plan.

REVIEW AND APPROVAL

Prepared by - Nicholas Cuevas, Recreation & Community Services Manager
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution JPA Task Order 28 Case Management

JPA Task Order 28 Case Management

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER NO. 28 TO THE JOINT POWERS AGREEMENT WITH THE CITY OF FREMONT FOR CASE MANAGEMENT SERVICES

WHEREAS, the City of Newark entered into annual agreements with the City of Fremont for case management services effective July 1, 1997; and

WHEREAS, the City entered into an agreement entitled Joint Powers Agreement between the City of Newark and the City of Fremont on August 17, 2009; and

WHEREAS, the City of Fremont agreed to perform services in accordance with Task Orders issued by the City of Newark; and

WHEREAS, the City of Newark wishes to continue case management services for the 2023-2024 program year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute Task Order No. 28 to the Joint Powers Agreement with the City of Fremont for Case Management Services, attached hereto and incorporated herein by reference.

TASK ORDER NO. 28 TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF NEWARK AND THE CITY OF FREMONT

This Task Order No. 28 ("Task Order") is made and entered into by and between the City of Newark, a municipal corporation ("Newark"), and the City of Fremont, a municipal corporation ("Fremont").

RECITAL

A. Newark and Fremont entered into an agreement entitled Joint Powers Agreement between the City of Newark and the City of Fremont ("Agreement"), by which Fremont agreed to perform services in accordance with Task Orders issued by Newark.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Fremont shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.

3. **PAYMENT.** For services performed by Fremont in accordance with this Task Order, Newark will compensate Fremont in accordance with the terms and conditions of the Agreement, in an amount not to exceed $5,000 (five thousand dollars), as described in Exhibit "B," attached hereto and incorporated by reference.

4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Newark and Fremont.

IN WITNESS WHEREOF, the Newark and Fremont do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT	**CITY OF NEWARK**
Signature:_____	Signature:_____
By: Christina Briggs	By: David Benoun
Title: Assistant City Manager	Title: City Manager
Date:_____	Date:_____

APPROVED AS TO FORM:

Signature: _____

By: Heather Lee

Title: Senior Deputy City Attorney II

APPROVED AS TO FORM:

Signature: _____

By: Kristopher Kokotaylo

Title: City Attorney

EXHIBIT A TO TASK ORDER NO. 28
SCOPE OF SERVICES – Case Management Services

2023-2024 Program Year

1. GENERAL DESCRIPTION: TIME

1.1. To assist frail elderly residing in Newark to remain living independently in their homes for as long as possible. This service is an individualized service that assists low income, functionally impaired older adults in obtaining needed health, economic, and social services to retain independent living in the community, thereby delaying or preventing institutionalization.

2. PERSONNEL

a. Personnel to be supplied will include a professional Case Manager and whenever feasible a Case Management intern, as approved by Newark. Case management services provided will include but are not limited to the services outlined below (see paragraph 3).

3. SERVICE REQUIREMENTS

a. Services that offer individualized casework that promote and maintain the optimum level of functioning in the least restrictive setting possible are to be provided to the frail elderly residents of Newark who are in need of assistance.

b. Services that the Case Manager and Case Management intern will provide include:

(1) Comprehensive Needs Assessment

A comprehensive evaluation of the older person's health, financial, environmental, and social needs through home visits and telephonic means.

(2) Care Planning

Based on the assessment, a care plan is developed that is realistic, attainable, and affordable. The development of the care plan is a cooperative effort between the older person, the case manager, the family, and any others involved in the care of that person.

(3) Service Coordination

Services identified in the care plan are arranged and coordinated, drawing on the client's family or other social supports wherever practical.

(4) Follow Up

Follow up on services is provided to ensure that services are obtained and provided adequately to meet the needs of the client, modifying the care plan when necessary.

(5) Monitoring

After the care plan has been implemented, ongoing monitoring of the client situation is provided to determine progress and whether modification of the care plan is needed.

c. Schedule

(1) A Case Manager will be assigned to Newark throughout the life of the Agreement, unless otherwise requested by Newark. The Case Manager will provide one and one-half hours of service per week to Newark. A case manager or case management intern will be available to provide service and phone consultation on an as needed basis each week, Monday through Friday.

d. Specific Program Goals

(1) Various forms of outreach will be completed by the Case Manager intern including providing educational talks to target groups, writing short articles for local media, and other outreach as needed.

(2) Contractor will provide information and referrals to Newark.

(3) All cases, under normal circumstances, will be screened and assisted by the Case Management intern.

(4) Documentation of case management services provided to each client will be kept in a manner consistent with the Contractor's existing practice. Service statistics will be maintained and submitted to City of Newark staff on a monthly basis, and as otherwise requested. Fremont will obtain agreement from clients to provide Newark access to all records of Newark residents, including written summaries and copies of records.

EXHIBIT B TO TASK ORDER NO. 28
Budget

2023-2024 Program Year

The City of Newark will pay the City of Fremont for personnel and overhead costs associated with the Case Management Program. Costs are itemized below.

PERSONNEL	
Part Time Case Manager $51.76/hr. x 1.5 hrs/wk x 52 weeks	$4,037
TOTAL PERSONNEL COSTS	$4,037
Overhead	$ 963
TOTAL BUDGET	$5,000

STAFF REPORT
Item D. 7.

DATE	09/28/2023
TO	Honorable Mayor and City Council Members
FROM	Nicholas Cuevas, Recreation and Community Services Manager
SUBJECT	Adopt a resolution authorizing the City Manager to execute Task Order No. 29 to the Joint Powers Agreement with the City of Fremont for Paratransit services

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council, by resolution, authorize the City Manager to execute Task Order No. 29 to the Joint Powers Agreement with the City of Fremont for Newark Paratransit services.

BACKGROUND

Door-to-door shared ride transportation services are an essential service offered to Newark residents who are 70 years of age and older or who are unable to access public transit independently due to a medical or disabling health condition. These paratransit services are provided to elderly and disabled Newark residents in order to improve their access to health care, shopping, errands, and social and recreational activities. The City has contracted for Paratransit services with the City of Fremont since 2013. The size and scope of Fremont's program provides Newark residents with expanded and efficient services.

DISCUSSION/ANALYSIS

The following table provides a summary of services to be provided through the City of Fremont under the proposed contract for services with MV Transportation, local taxi companies, Lyft, and GoGo Technologies:

FY 23/24 Service Parameters	**Fremont/Newark Wheelchair Accessible Paratransit Service**
Service Hours	Monday - Sunday 8:00 am - 6:00 pm
Service Area	All of Newark, Fremont, and Union City
Fares	$4 per one-way trip with Newar, Fremont, and Union City

Reservation Hours	Ride reservations will be taken Monday-Friday, 8 am - 5 pm. Reservations are taken up to 3 days in advance. Rides are reserved on a first-call, first served basis and are subject to vehicle space availability. Reservations and dispatch are provided through MV Transportation during the hours specified above. Standing order requests are processed and approved by Fremont's Transportation and Mobility Services team.
Enrollment processing time	On the same day of receipt of the application. Expedited access to transportation can also be arranged on the same day or the next day as scheduling capacity allows.

FY 23/24 Service Parameters	**Subsidized Taxi Voucher Program**
Service Hours	24 hours per day, seven days a week. Ride requests are made on the same day. Riders will be picked up within 45 minutes of their call or within 10 minutes of a time order request.
Service Area	All of Newark, Fremont, and Union City
Fares	Depends on the distance traveled. $4 per taxi voucher (purchased through the City of Fremont). Each voucher subsidizes up to $20 in taxi meter fare. Riders are responsible for fares beyond the voucher subsidy.
Enrollment Requirements	Must be enrolled in the Fremont/Newark Paratransit program.

FY 23/24 Service Parameters	**Subsidized Direct-Ride Hailing Service with Lyft and Ride-Hailing Service with GoGo Technologies**
Service Hours	24 hours per day, seven days a week, for rides ordered through an individual’s smartphone. Rides provided through GoGo Technologies (for individuals without smartphones) will be available 7 days per week, 8 am – 6 pm. Ride requests are made on the same day through the Lyft app on the rider’s own smartphone. Riders will receive special codes to apply to their rides in order to receive subsidized rides. Riders without smartphones will call GoGo Technologies’ GoGo Grandparent call center for a ride on the Lyft or Uber ride-hailing platforms.
Service Area	All of Newark, Fremont, and Union City. Out-of-Area medical trips by staff approval only.
Fares	Riders pay the first $4 of a trip and up to $16 of the trip will be subsidized. Riders are responsible for all fares above $20. For staff-approved medical out-of-area trips, the rider pays the first $4 of the trip, and up to $46 of the trip will be subsidized; riders are responsible for all fares

	above $50. Passenger fares will be charged directly through the Lyft app or by GoGo Technologies.
Enrollment Requirements	Must be enrolled in the Fremont/Newark Paratransit program.

In addition to Paratransit, taxi vouchers and direct ride-hailing services, Newark residents benefit from the high level of service coordination and customer service provided by the City of Fremont's Paratransit services team. City of Fremont staff ensures that elderly and disabled residents have expedited access to transportation services (applications can be processed within hours and urgent need transportation can be scheduled on the next day and sometimes even on the same day). Paratransit enrollment packets are sent out within a day or two of receipt of a completed application.

FISCAL IMPACT

Funding for Newark Paratransit services is provided through Measure BB sales tax revenue administered by the Alameda County Transportation Committee (ACTC). For Fiscal Year 2024, staff is recommending funding in the amount of $300,000 for the Paratransit program based on the revenue projections provided by ACTC (attached). This action would require a budget appropriation of $300,000 to Measure BB (Fund 286) in Fiscal Year 2024 of the 2022-2024 Biennial Budget and Capital Improvement Plan.

REVIEW AND APPROVAL

Prepared by - Nicholas Cuevas, Recreation & Community Services Manager
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution Task Order 29 Paratransit Services

JPA Task Order 29 Paratransit Services

FY 2023-24 Measure BB Revenue Projections

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER NO. 29 TO THE JOINT POWERS AGREEMENT WITH THE CITY OF FREMONT FOR NEWARK PARATRANSIT SERVICES

WHEREAS, the City of Newark receives its share of Measure BB revenue from the County of Alameda; and

WHEREAS, the City of Newark recognizes the needs of transportation accessibility for seniors and disabled persons; and

WHEREAS, on August 17, 2013 a Joint Powers Agreement between the City of Newark and the City of Fremont was amended to enable the City of Fremont to provide paratransit services to the City of Newark, in accordance with Task Orders issued by the City of Newark; and

WHEREAS, the City of Newark wishes to continue paratransit services for the 2023-2024 program year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark is hereby authorized to execute Task Order No. 29 to the Joint Powers Agreement with the City of Fremont for paratransit services, said agreement on file in the Office of the City Clerk.

TASK ORDER NO. 29 TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF NEWARK AND THE CITY OF FREMONT (PARATRANSIT SERVICES FY 2023/2024)

This Task Order No. 29 ("Task Order") is made and entered into by and between the City of Newark, a municipal corporation ("Newark"), and the City of Fremont, a municipal corporation ("Fremont").

RECITAL

A. Newark and Fremont entered into an agreement entitled Joint Powers Agreement between the City of Newark and the City of Fremont ("Agreement"), by which Fremont agreed to perform services in accordance with Task Orders issued by Newark.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Fremont shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.

3. **PAYMENT.** For services performed by Fremont in accordance with this Task Order, Newark will compensate Fremont in accordance with the terms and conditions of the Agreement, in an amount not to exceed $300,000, as described in Exhibit "B," attached hereto and incorporated by reference.

4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Newark and Fremont.

IN WITNESS WHEREOF, the Newark and Fremont do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT	**CITY OF NEWARK**
Signature:_____	Signature:_____
By: Christina Briggs	By: David Benoun
Title: Assistant City Manager	Title: City Manager
Date:_____	Date:_____
APPROVED AS TO FORM:	APPROVED AS TO FORM:

Signature: _____	Signature: _____
By: Heather Lee	By: Kristopher Kokotaylo
Title: Senior Deputy City Attorney	Title: City Attorney

EXHIBIT A TO TASK ORDER NO. 29
SCOPE OF SERVICES
Paratransit Services for FY 2023-2024

1. GENERAL DESCRIPTION

The City of Fremont will provide door-to-door, shared ride Wheelchair Accessible Van (WAV) service to Newark residents needing wheelchair-accessible vehicles who are 70 years of age and older or who are unable to access public transit independently due to a medical or disabling health condition. Subsidized taxi and ride-hailing services will be provided to ambulatory Newark residents who are 70 years of age and older or who are unable to access public transit independently due to a medical or disabling health condition. These transportation services are provided to elderly and disabled Newark residents in order to improve their access to health care, shopping, errands and social and recreational activities. Services will be provided from July 1, 2023 through June 30, 2024.

2. PERSONNEL

a. Personnel working on this program will include members of the City of Fremont's Ride-On Tri-City! Program. The Fremont team consists of a Program Manager, Program Coordinator, Transportation Resources Specialist, Senior Office Support Specialist and Office Support Specialist.

b. The City of Fremont will provide these services to the City of Newark for the specified period through its agreements with the City of Union City (for WAV services provided by MV Transportation, Inc.), Siddiq, Inc. (for Taxi services), Lyft, Inc. (for Ride-Hailing Services), and GoGo Technologies, Inc. (for Ride-Hailing Services).

3. SERVICE REQUIREMENTS

a. Program Parameters:

(1) Wheelchair Accessible Van Service through MV Transportation will be offered during the following hours:
Monday – Sunday, 8 am – 6 pm
No services will be provided on the following holidays:
New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Rides provided by taxi companies and ride hailing serices provided by transportation network companies (for those using the Lyft app or calling GoGo Technologies's call center) will be

available seven days a week from 8 am – 6 pm.

(2) Rides will be provided within Fremont, Newark and Union City. Out of area trips for approved medical appointments will be provided to program participants using Ride-Hailing Services.

(3) Passenger Fares:

Fares for Wheelchair Accessible Van (WAV) rides: $4 per one-way trip within Newark, Fremont and Union City. Fares to be paid with a pre-paid WAV voucher. Program participants can purchase pre-paid voucher books (10 pre-paid vouchers per book) from the City of Fremont at a cost of $40 per book.

Fares for taxi rides: Depends on distance traveled. Riders will purchase taxi vouchers from the City of Fremont at a cost of $4 per taxi voucher. Each taxi voucher subsidizes up to $20 in taxi meter fare. Riders are responsible for fares beyond the voucher subsidy.

Fares for ride-hailing services: Riders will pay the first $4 of a trip and up to $16 of the trip will be subsidized. Riders are responsible for all fares above $20. For staff-approved medical out-of-area trips, rider pays first $4 of a trip and up to $46 of the trip will be subsidized; riders are responsible for all fares above $50. Passenger fares will be charged directly through the Lyft app or by GoGo Technologies.

(4) Ride Requests:

Wheelchair Accessible Van Service:
Ride reservations will be taken: Monday – Friday, 8 am – 5 pm
Reservations are taken up to 3 days in advance. Rides are reserved on a first call, first served basis and are subject to vehicle space availability. Reservations and dispatch are provided through MV Transportation during the hours specified above. Standing order requests are processed and approved by the City's Transportation and Mobility Services team.

Taxi Service:
Ride requests are made on the same day. Riders will be picked up within 45 minutes of their call.

Ride-Hailing Service through Lyft App:
Ride requests are made on the same day through the Lyft app on the rider's own smartphone. Riders requesting rides within the program's parameters will automatically receive program subsidy.

Ride-Hailing Service with GoGo Technologies:
Ride requests are made on the same day. Riders without smartphones will call GoGo Technologies's GoGoGrandparent call center service and a call center representative will book the individual's ride on the Lyft or Uber ride-hailing platforms. Rides that fall within the program's parameters will automatically receive the program subsidy.

b. Services to be provided by the Transportation and Mobility Services Team include:

(1) Service Eligibility Screening & Program Enrollment

Staff will review applications, determine eligibility and enroll eligible individuals for transportation services. A Rider's Guide will be provided to each enrolled participant. Pre-paid WAV voucher books and taxi vouchers will be sold to program participants by mail or in person at Fremont City Hall.

(2) Consumer Education and Service Coordination

Staff will provide one-on-one assistance to program participants who are experiencing difficulties in accessing or using the City's transportation services.

(3) Program Monitoring

Fremont's Program Manager will be responsible for the ongoing monitoring and evaluation of paratransit service operations. Staff from each city will meet peirodically to evaluate program and make adjustments as necessary to service operations.

(4) Service Documentation and Quarterly Invoicing

Documentation of paratransit services provided to each client will be kept in a manner consistent with the City of Fremont's existing practice. Service statistics will be maintained and submitted to City of Newark staff on a monthly basis, and as otherwise requested. The City of Newark will be responsible for all required reporting to the Alameda County Transportation Commission.

EXHIBIT B TO TASK ORDER NO. 29
BUDGET
Paratransit Services for FY 2023-24

The FY 2023-2024 budget for Task Order No. 29 is:

Paratransit Services:	Up to a maximum of $277,367
Administrative Fee:	Up to a maximum of $22,633
TOTAL BUDGET	$300,000

Invoicing to Newark will be broken down as follows:

- **Trip costs, by month, for all one-way trips provided to Newark residents:**

  a) Total monthly charge for Wheelchair Accessible Van services (based on each invoice received from MV Transportation) divided by the total number of one-way trips provided and multiplied by the number of one-way trips provided to Newark residents.

  b) Total number of taxi vouchers redeemed by Newark residents multiplied by $25 per voucher redeemed.

  c) Total monthly subsidized trip costs for Lyft rides provided through Newark residents' Lyft smartphone app as invoiced by Lyft.

  d) Total monthly subsidized trip costs for Lyft and Uber rides provided by GoGo Technologies for Newark residents as invoiced by GoGo Technologies.

- **The administrative fee (8.16% of total trip cost amount) will be billed quarterly.**

- **Any revenues from transportation voucher sales to Newark residents will be deducted from the quarterly invoice.**

The City of Newark will reimburse the City of Fremont for service provision and administrative costs associated with the Paratransit Program. The City of Fremont shall submit an invoice to Newark by January 30, 2024 for services provided in the first half of FY 2023/2024 and by July 31, 2024 for services provided in the second half of FY 2023/2024. Newark shall make payments to Fremont within thirty (30) days of receipt of an invoice.

FY 2023-24 Measure BB Projection
December 2022 (Preliminary)[1]
Paratransit Direct Local Distribution Funding[2]

Recipient	MBB	
Alameda	$	533,378.43
Albany	$	92,479.05
Berkeley	$	877,242.57
Emeryville	$	76,730.98
Fremont	$	1,495,743.55
Hayward[3]	$	2,079,130.35
LAVTA[4]	$	914,920.08
Newark	$	337,951.60
Oakland[5]	$	3,107,604.63
Pleasanton	$	615,505.29
San Leandro	$	751,509.79
Union City	$	565,371.68
East Bay Paratransit	$	22,895,136.00
AC Transit District	*$*	*17,171,352.00*
BART	*$*	*5,723,784.00*
Total	$	34,342,704.00

Notes:
1. These projections are a draft based on current revenue projections.
2. Projections are based on the current formula which expires in June 2027.
3. Hayward's projection include the unincorporated areas of Central Alameda County.
4. LAVTA's projection include Dublin and Livermore.
5. Oakland's projection include Piedmont.