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, November 9, 2023
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Introduction of employee(s)

2. Presentation on Newark Library

3. Washington Hospital Healthcare System presentation of Community Health Needs Assessment

4. AC Transit Realign bus service network plan presentation

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 October 26, 2023 minutes

3. Waive full reading, conduct second reading by title only, and adopt an ordinance repealing and replacing Title 16 "Subdivisions" of the Newark Municipal Code

4. Adopt resolutions establishing the City Council meeting calendar for 2024 and authorizing the City Manager to take administrative actions during the August Recess

5. Adopt a resolution reappointing William Fitts to the Planning Commission

6. Adopt a resolution approving a Contractual Equipment and Services Agreement with RJMS Corporation dba Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper

7. Adopt a resolution accepting the work with American Asphalt Repair and Resurfacing Co., Inc. for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297

8. Adopt a resolution approving an agreement with Applied Landscape Materials, Inc. to apply composted mulch to landscaped areas in City parks and to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to reappropriate the remaining $44,813 of CalRecycle Local Assistance Grant funding to Fiscal Year 2024

9. Adopt a resolution approving a lease agreement with Viola Blythe Community Service Center of Newark, Inc.

10. Adopt a resolution approving an amendment to the Contractual Services Agreement with Cal West Lighting & Signal Maintenance for additional traffic signal and street light maintenance services

11. Adopt a resolution approving a lease agreement with Second Chance, Inc.

12. Adopt a resolution amending the Biennial Budget and Capital Improvement Plan to consolidate the three Traffic Signal Interconnect Projects, Project 1307, 1308, and 1309 into newly identified Project 1361, and approving a Contractual Services Agreement with Iteris, Inc. for Professional Engineering Services for the Traffic Signal Interconnect Project

13. Adopt a resolution approving a side letter with the Newark Police Management Association and approving an amendment to the salary schedule for the classification of Community Engagement Manager

14. Adopt a resolution approving a compensation plan for certain positions in the exempt service employee group to amend the Temporary Classifications Schedule of Hourly Wage Rates, and revoking the previous resolution in conformance with California Code of Regulations, Title 2, Section 570.5

15. Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with Lance, Soll & Lunghard, LLP (LSL), Certified Public Accountants, for professional auditing services

16. Adopt a resolution approving a Project Specific Funding Agreement with Alameda County Transportation Commission for the design and construction phases of Central Avenue Overpass, Project 1014

17. Adopt a resolution authorizing a 5.0% increase to the solid waste collection, recycling and organics services maximum rates for Calendar Year 2024

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Presentation of the draft Public Art Master Plan update and Council input

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, watch online, or watch on Cable Channel 26. The ability to observe online 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.

Cable Channel 26 - if the meeting does not broadcast live, please contact your service provider and request the City of Newark channel lineup.

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom pursuant to Assembly Bill 2249, then the Webinar ID https://us06web.zoom.us/j/85808270278 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

How to submit written Public Comment:
Send an email to City Clerk by 3:00 p.m. the day of the meeting. Please identify the agenda item number in the subject line of your email. Emails will be compiled into one file and will be distributed to the City Council before the meeting.

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	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employee(s)

The following employees will be introduced at the City Council meeting:
Janelle Mensinger, Aquatics Coordinator
Albert Medina, Police Officer
Daniel Williams, Police Officer

STAFF REPORT

Item B. 2.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Presentation on Newark Library

Branch Manager Joe Stoner will provide the annual report at the City Council meeting covering statistics and special programs at the Newark Library. A copy of the presentation is attached.

Attachments

Presentation

NEWARK LIBRARY

Annual report

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Design Institute Hayward

1st time this national workshop held in California. Newark Library was the only other location participants visited. Library Directors from 7 states represented.



Dr. Milo Buitrago-Casas, UC Berkeley Space Sciences Lab
Solar Eclipse preview program in Spanish & English



Saturday, October 14 – Solar Eclipse viewing event



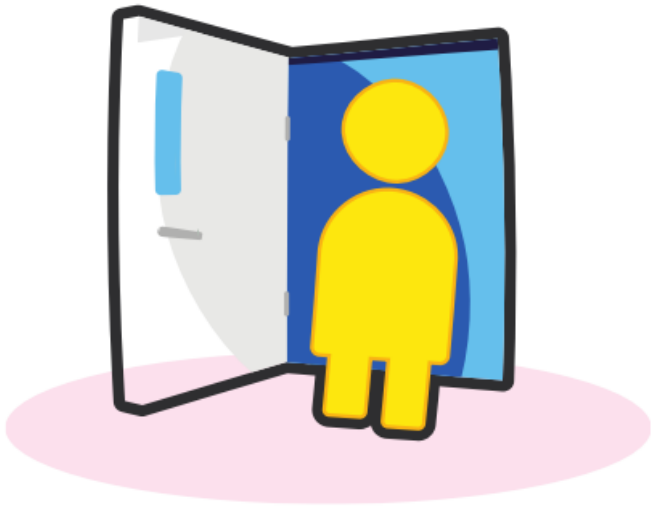


September 5, 2024
160 people registered to attend



New York Times Bestselling Author
Tiffany Hammond
#1 bestselling picture book
“ A Day With No Words”

Total visits to ACL, FY 2022-2023



1,110,626

Library Visits

FY 2023-2024 to date:

July – September:

Newark	34,924

Sundays: 291 average, 73 visitors / hour
Sundays total: 2,907

Quarterly and total visits to Newark Library, FY 2022-2023

Newark	23,458	22,814	27,990	30,953	**105,215**

FY 22-23 Totals by Branch	Items Checked Out	Renewals	Total Checkouts + Renewals
Newark	265,076	4,025	269,101



Diwali Festival



Concert:
The Alaya Project, led by Dr. Rohan Krishnamurthy


Day of the Dead



169,752

PC Sessions

FY 22-23	Printing (Pages)	Online Printing (Pages)	Total Pages Printed
Newark	15,900	7,577	**23,477**



290,289

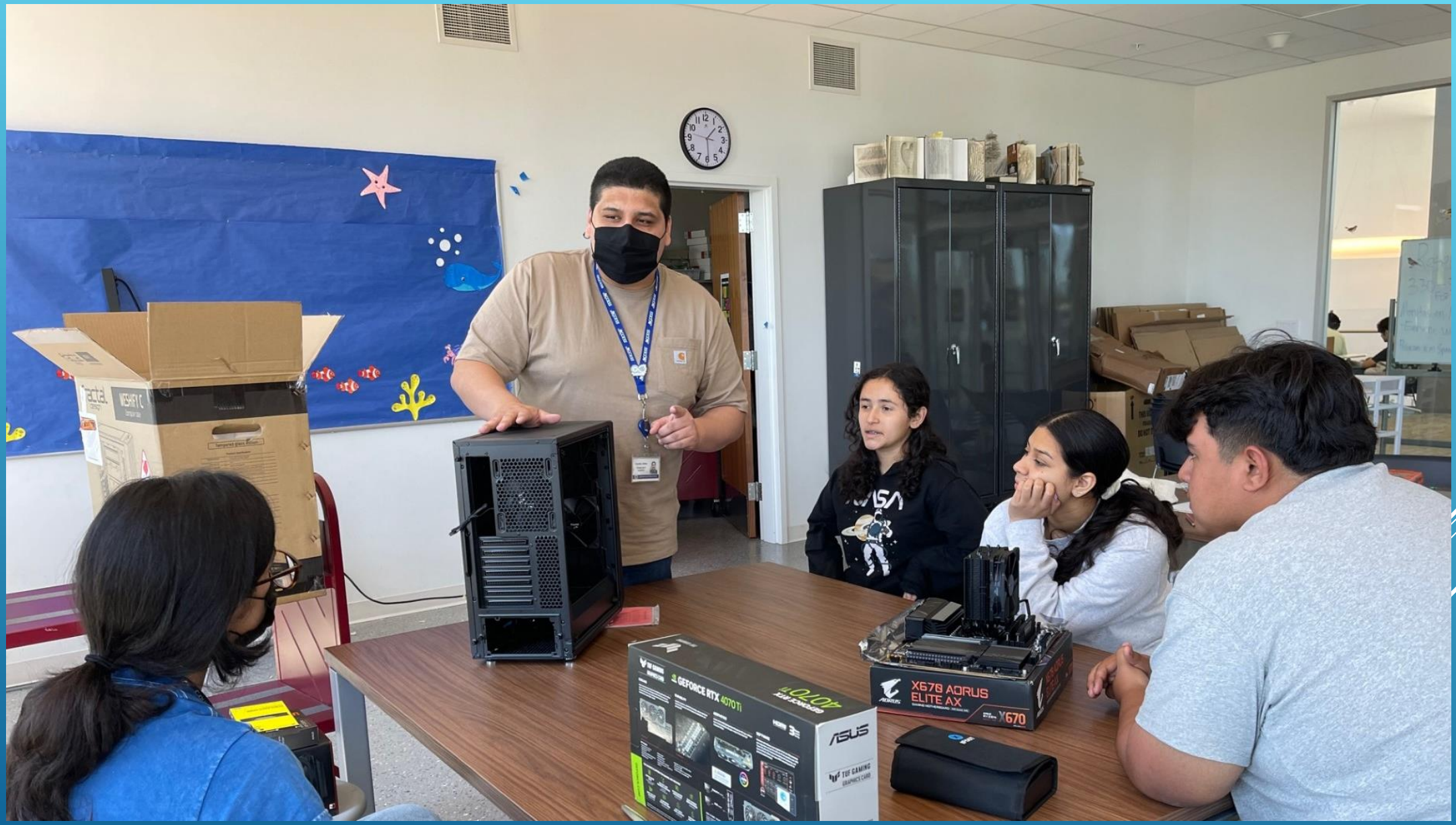
Pages Printed

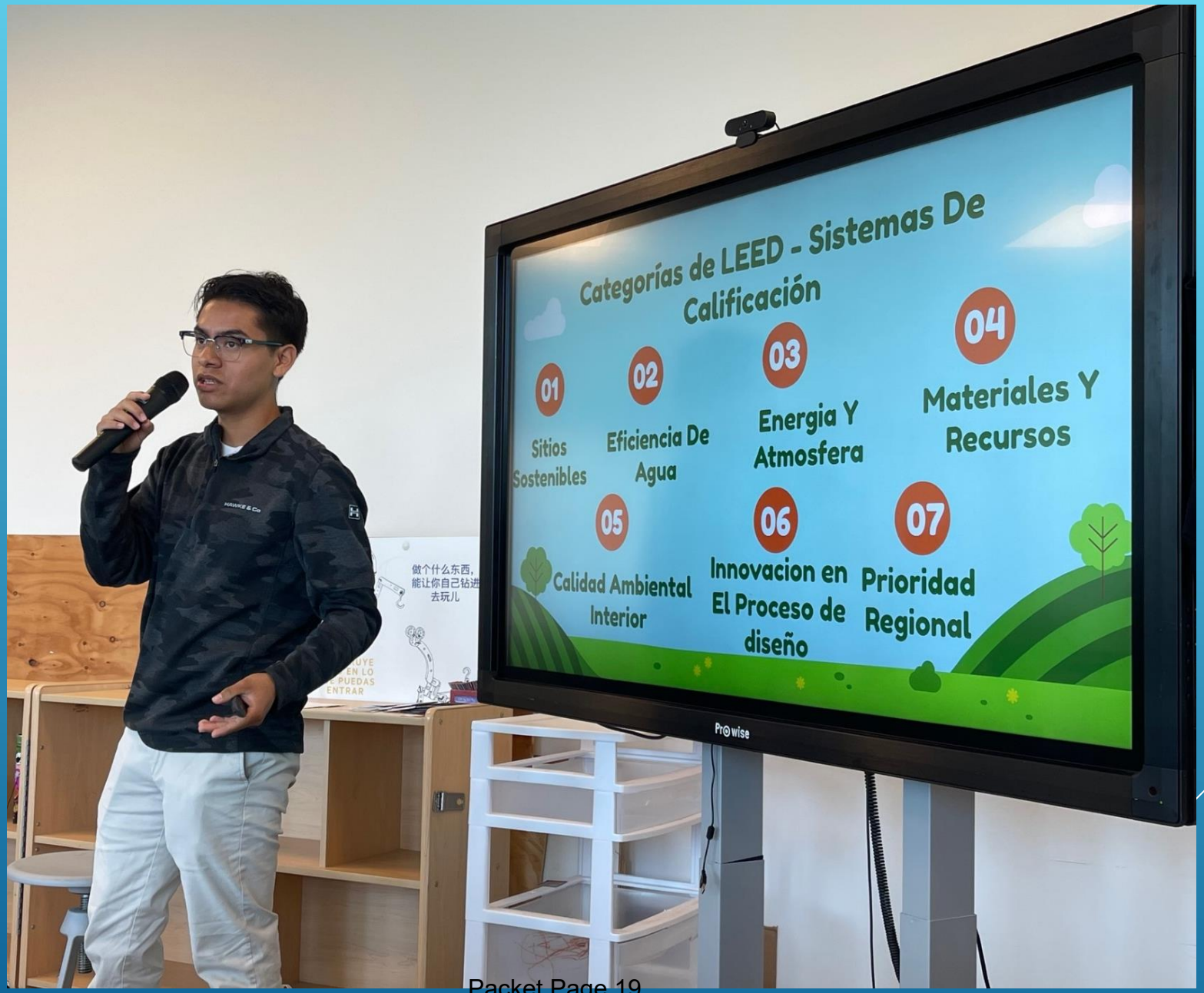
Average 60 PC sessions per day, plus 2,000 laptop sessions for the year.

Newark	3,600	3,435	3,876	4,075	**14,986**

Remote work / Adult study area




GEFORCE RTX 4070 Ti
ASUS
TUF GAMING
X670 AORUS
ELITE AX
X670


Categorías de LEED - Sistemas De Calificación
01
Sitios Sostenibles
02
Eficiencia De Agua
03
Energia Y Atmosfera
04
Materiales Y Recursos
05
Calidad Ambiental Interior
06
Innovacion en El Proceso de diseño
07
Prioridad Regional
Prowise





STAFF REPORT

Item B. 3.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Washington Hospital Healthcare System presentation of Community Health Needs Assessment

Every three years, the Washington Hospital Healthcare System conducts a comprehensive health needs assessment. The study helps identify crucial health issues affecting residents in the Washington Township Health Care District, including Newark. By using this data, Washington Hospital can target services and education programs that help improve the health of our community.

Angus Cochran, Chief of Community Support Services will give a presentation on the 2023 Community Needs Assessment for Newark.

Attachments

Presentation

2023 CHNA Report





2023 Community Health Needs Assessment





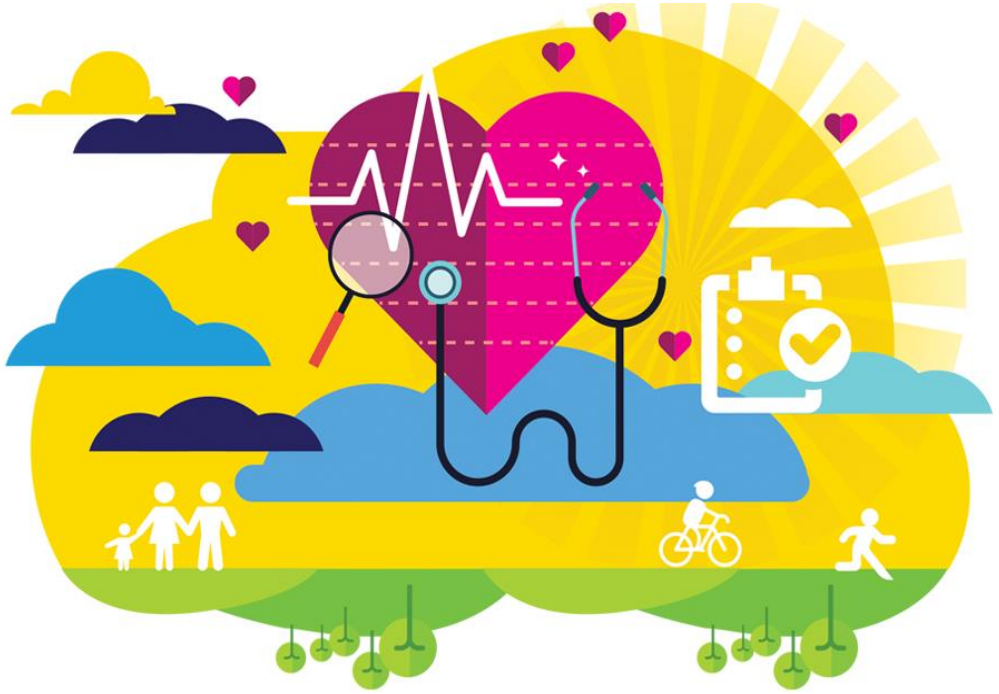


Washington Hospital Healthcare System

Angus Cochran
Chief of Community Support Services
Angus_Cochran@whhs.com
510-818-6713

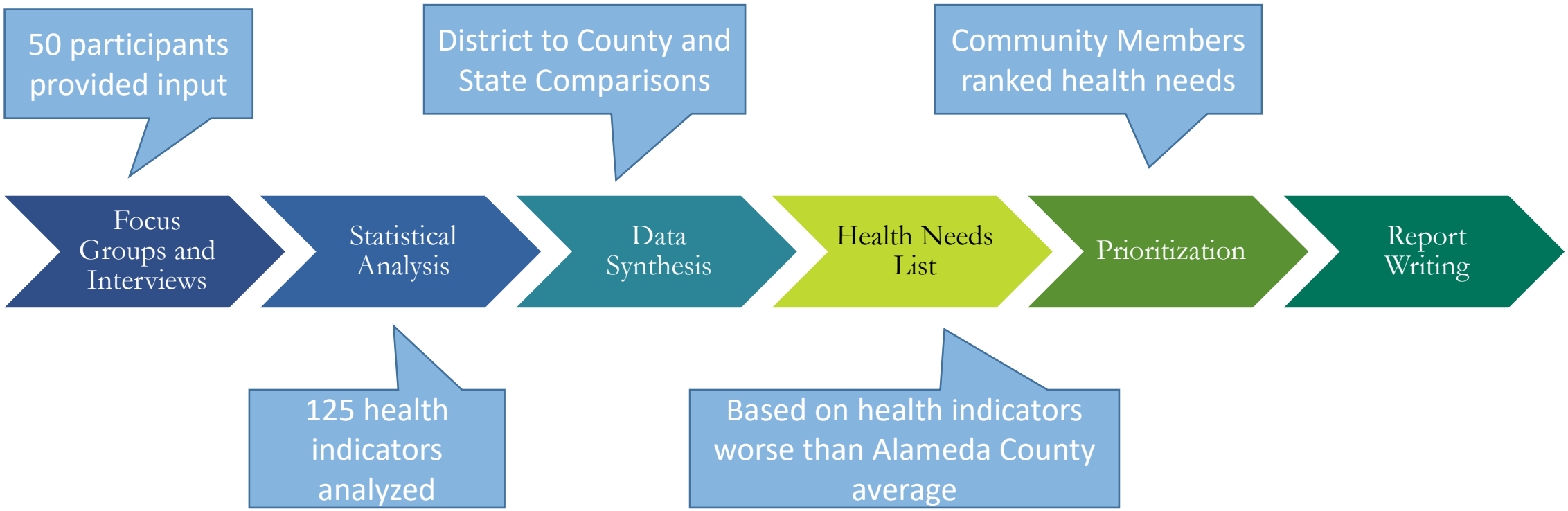
What is a Community Health Needs Assessment?

- Developed by nonprofit hospitals every three years
- Provides insight into the health of the community
- Prioritizes local health needs
- Identifies areas of focus
- Used to develop outreach and education strategies to improve well-being of community members



Washington Hospital Healthcare System

CHNA: A Qualitative and Quantitative Process



Washington Hospital worked with consultant group Actionable Insights, LLC to create 2023 CHNA

Using a Broader View of Health

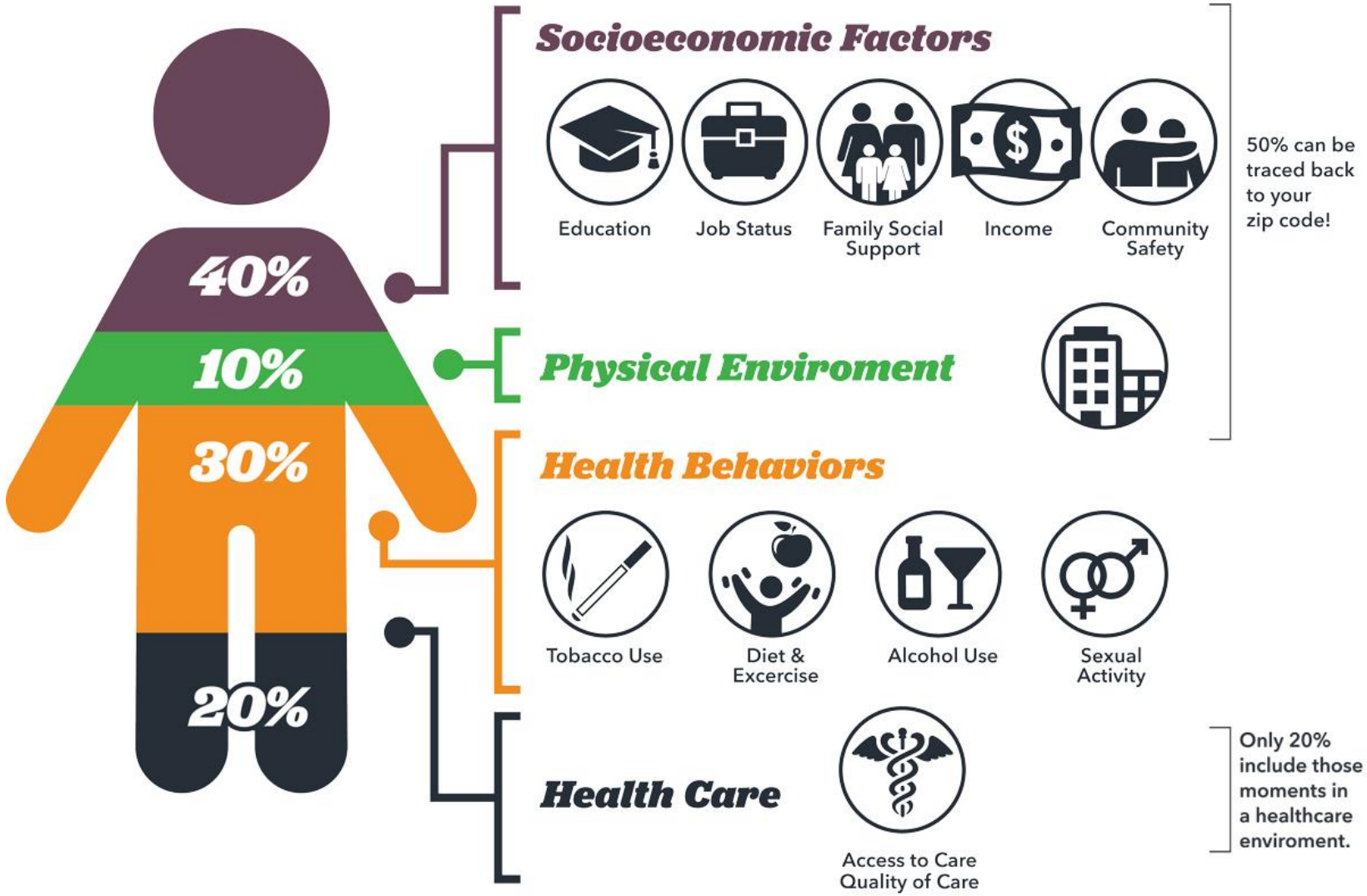
- Community thinks about healthcare ***beyond*** disease status
- CHNA includes the:

"***Social Determinants of Health***"

The conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life that influence health outcomes

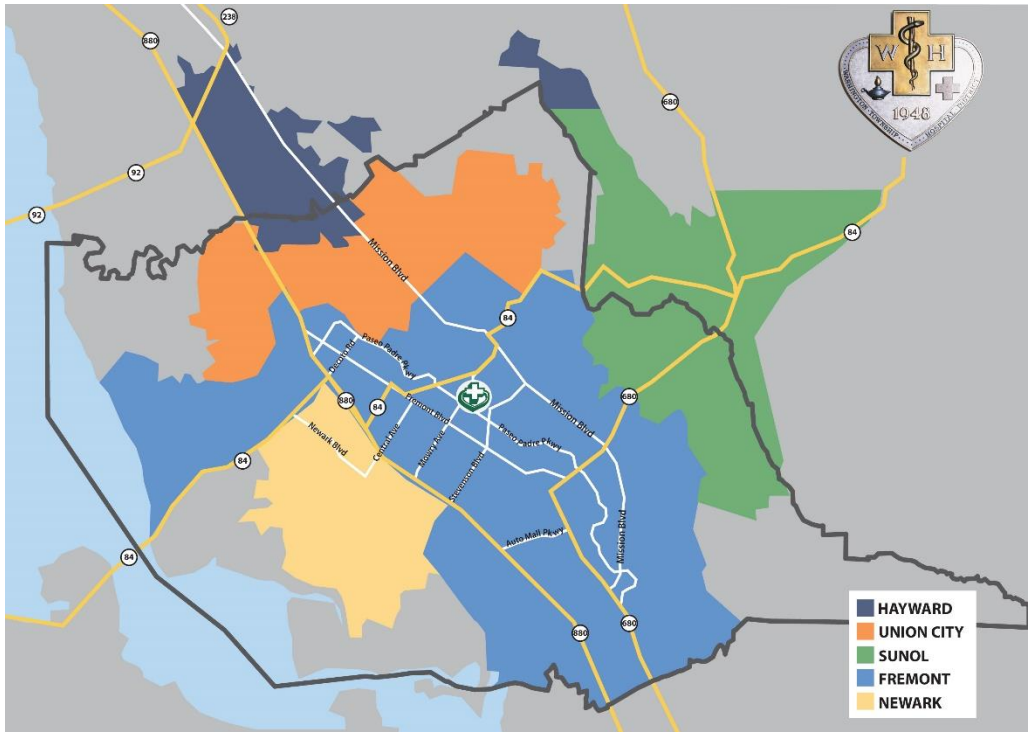


Health is Influenced Outside the Hospital



Source: Institute for Clinical Systems Improvement, Going Beyond Clinical Walls: Solving Complex Problems (October 2014)

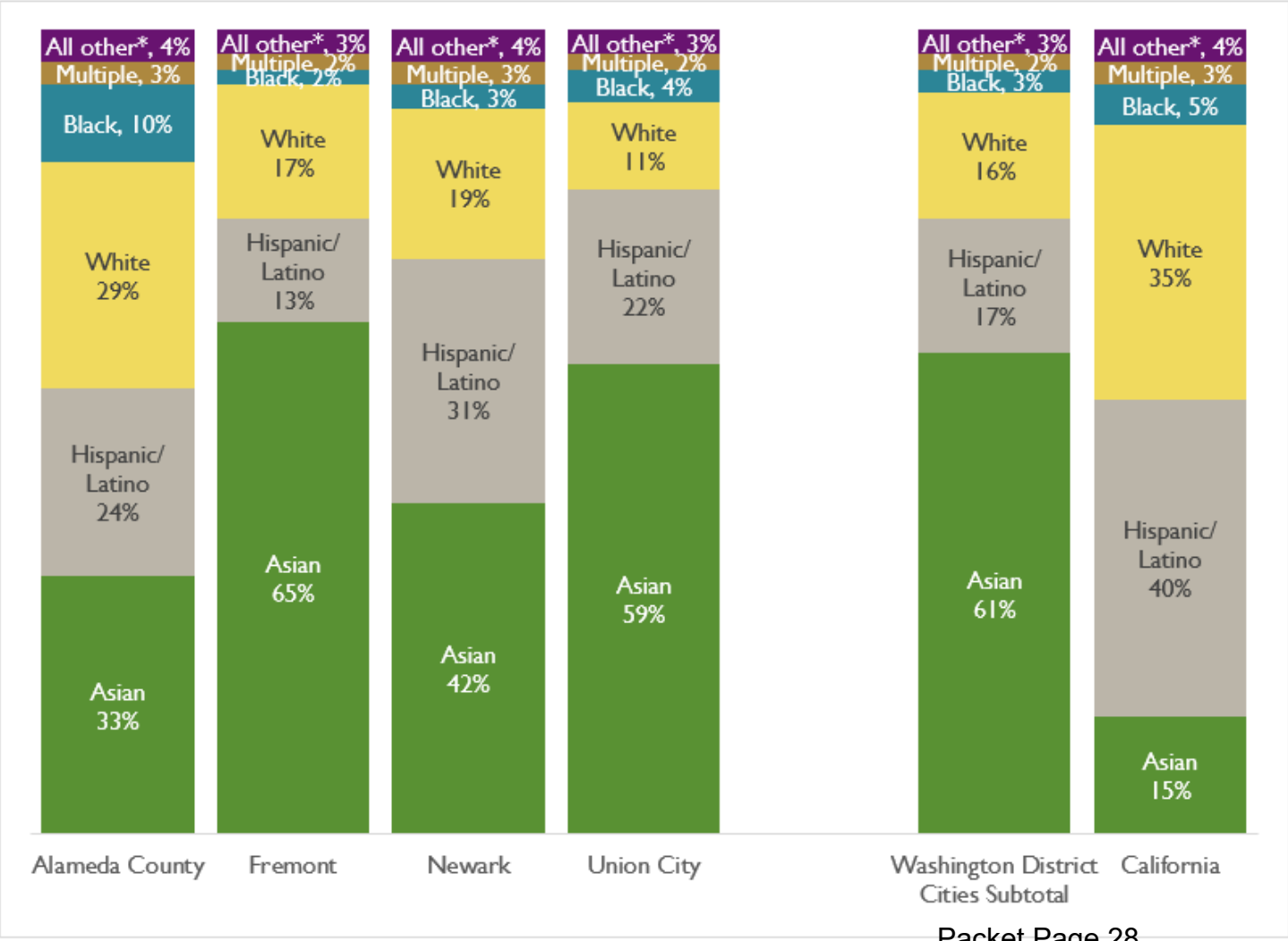
Washington Township Health Care District



- Service Area Total Population: 350,145
  - Fremont: 231,502
  - Newark: 47,815
  - Union City: 70,828
- Language Barriers:
  - Limited English Proficiency
    - Greater than 15 percent of Fremont's population
    - Greater than 20 percent of Union City's population*
- Most Common Languages Spoken:
  - Spanish
  - Chinese (Cantonese and Mandarin)
  - Hindi
  - Tagalog

**data not available for Newark*

Race/Ethnicity of the Health Care District



- WTHCD has much larger Asian population than Alameda County and California overall
- Hispanic/Latino population highest in Newark

2023 Community Health Needs

1. Behavioral Health
2. Housing & Homelessness
3. Economic Security
4. Diabetes & Obesity
5. Heart Disease/Stroke
6. Healthcare Access & Delivery
7. Respiratory Health
8. Cancer

Prioritized health needs either showed statistically significant differences in comparison to Alameda County, OR showed racial/ethnic inequalities within the district.

1. Behavioral Health

- Emotional and psychological well-being; includes substance use (alcohol, tobacco, etc.)
- Mentioned in *every* focus group and interview
- Highest concern: Lack of access to Behavioral Health services
- Racial inequities:
  - White, Black, and Hispanic/Latino students have highest rates of alcohol and drug use
  - Multiracial and White adults have higher rates of serious psychological distress

If I need mental healthcare, I can call and I'll get an appointment eight, 10 weeks out. [Somebody] who is on the street or in a harmful situation, they don't have eight to 10 weeks. Asking somebody to hold on that long to get care is like asking a fish to ride a bicycle, it's just not going to happen.

– South County Partnership member

Behavioral Health (continued)

Concerning Indicators for Behavioral Health

Indicator Name	Fremont	Newark	UC	AC
Alcohol: Binge Drinking, Adults (percent)	15.1	16.7	14.3	15.8
Alcohol/Drug Use in Past Month: 7th Grade (percent)	3.2	6.7	6.4	5.1
Alcohol/Drug Use in Past Month: 9th Grade (percent)	7.1	10.8	18.3	13.3
Alcohol/Drug Use in Past Month: NT (percent)	48.6	31.9	28.6	42.3
Alcohol: Binge Drinking: 7th Grade (percent)	0.2	0.8	0.1	0.2
Depression-Related Feelings: 7th Grade (percent)	22.1	28.6	34.7	25.6
Depression-Related Feelings: 9th Grade (percent)	27.6	34.5	41.5	29.9
Depression-Related Feelings: 11th Grade (percent)	36.9	**36.0**	41.4	35.2
Depression-Related Feelings: NT (percent)	42.9	32.4	47.1	37.4

Notes: Binge drinking is two or more occasions where five or more drinks of alcohol within a couple of hours were consumed. Brown shading indicates a statistic is worse than the county by 5% or more. UC stands for Union City; AC stands for Alameda County. NT stands for students in non-traditional schools. See *Attachment 2: Secondary Data Tables* for all sources.

2. Housing & Homelessness

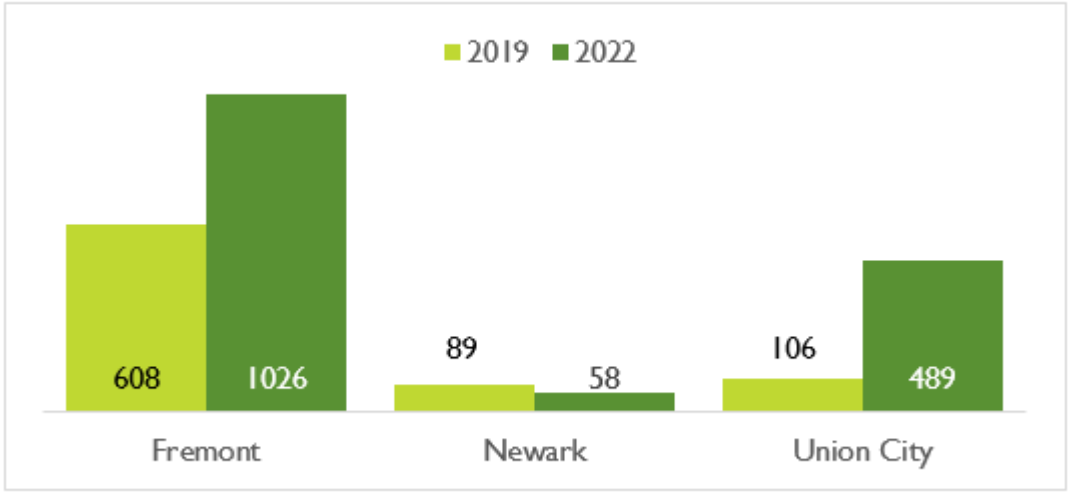
- Number of homeless people in Alameda County increased by 22% in the last two years
- Number of homeless people in the District increased by 95% in the last three years
- COVID-19 decreased emergency shelter capacity
- Racial inequities:
  - Black residents are overrepresented in the homeless population

Our city just pushed out $15 million in rental assistance for folks... eventually we're going to see a lot of evictions and potentially more people ending up either having to leave the area or ending up in the homeless category.

– South County Partnership member

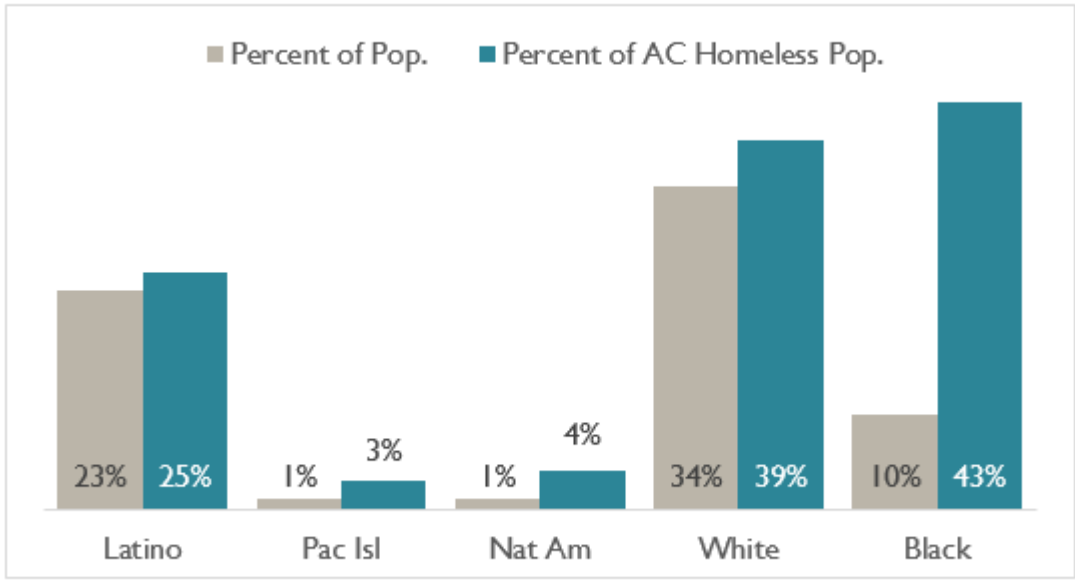
Housing & Homelessness (continued)

Total Homeless Population by City and Year



Source: Applied Survey Research. Alameda County Point-in-Time Count. 2022.

Populations Overrepresented in the Alameda County Homeless Population



Source: Applied Survey Research. Alameda County Point-in-Time Count. 2022.

3. Economic Security

- Topic mentioned in *every* community focus group
- Sharp rise in food insecurity in summer of 2022
- Overall fear of losing housing due to economic difficulties
- Racial inequities:
  - Black, indigenous, and people of color (BIPOC) populations have lower incomes and a larger proportion of individuals living in poverty than other racial groups

For Alameda County, there's an index for what it actually costs to live in our county. If you look at that and you look at the incomes of our population, about 20 percent of people are kind of hanging on by their toenails to stay housed, and that's not counting things like saving for a college education for your kid or taking a vacation. It's just the basics for a family to survive.

– South County Partnership member

Economic Security (continued)

Economic Security Data by Race/Ethnicity

	Latino	Nat Am	Asian	Pac Isl/ Hawaiian	Black	White	Multi	AC Overall
Median Household Income	83.0k	82.7k	130.2k	97.5k	56.7k	120.5k	**99.7k**	104.9k
Per Capita Income	28.7k	34.2k	51.5k	32.5k	37.4k	70.2k	33.1k	49.9k
Children Living Below FPL	14.6	15.3	5.1	13.5	27.0	5.0	8.1	10.2
Families Living Below FPL	9.0	12.4	4.7	8.5	13.5	2.6	6.4	5.8
People 65+ Living Below FPL	**9.9**	22.4	12.4	10.6	15.8	6.3	9.3	9.8
High School Graduation Rate	79.3	80.9	95.4		79.8	91.8	89.7	86.9
People 25+ with a Bachelor's Degree or Higher	21.0	20.5	59.3	20.1	31.3	59.3	**46.7**	48.7

Source for High School Graduation Rate: California Department of Education. 2020–2021. Notes: For other year and source data, see corresponding tables above. Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%. "Nat Am"= Native American/Alaskan native; "Pac Isl"=Pacific Islander/native Hawaiian; "Multi"=Two or more races. AC stands for Alameda County. High School Graduation Rate data not available by city.

4. Diabetes & Obesity

- Community members asking for more recreation programs and increased access to healthy foods
- Racial inequities:
  - BIPOC populations have higher rates of diabetes and obesity

I'm someone who has diabetes… It's very difficult to find affordable organic food, food classes, nutrition classes… That's something that's very important because there's a large percentage of us who are suffering from this illness.

– Southern Alameda County resident

Diabetes & Obesity (continued)

Concerning Indicators for Diabetes & Obesity

Indicator Name	Fremont	Newark	UC	AC
Adults with Diabetes (percent)	11.4	13.6	13.7	10.3
Diabetes ED Visits Rate	1396	2053.8	2280.7	1541
Diabetes Hospitalization Rate	1307.9	1592.1	1831.7	1512
Adults who are Obese (percent)	19.0	24.6	21.2	↑ 25.4
Children who are Overweight for Age (Ages 2-11) (percent)	13.3	15.0	15.2	↑ 14.3

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Where trends were available, color-coded arrows are used to show directionality (green marks positive trends, and red marks negative trends.) UC stands for Union City; AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

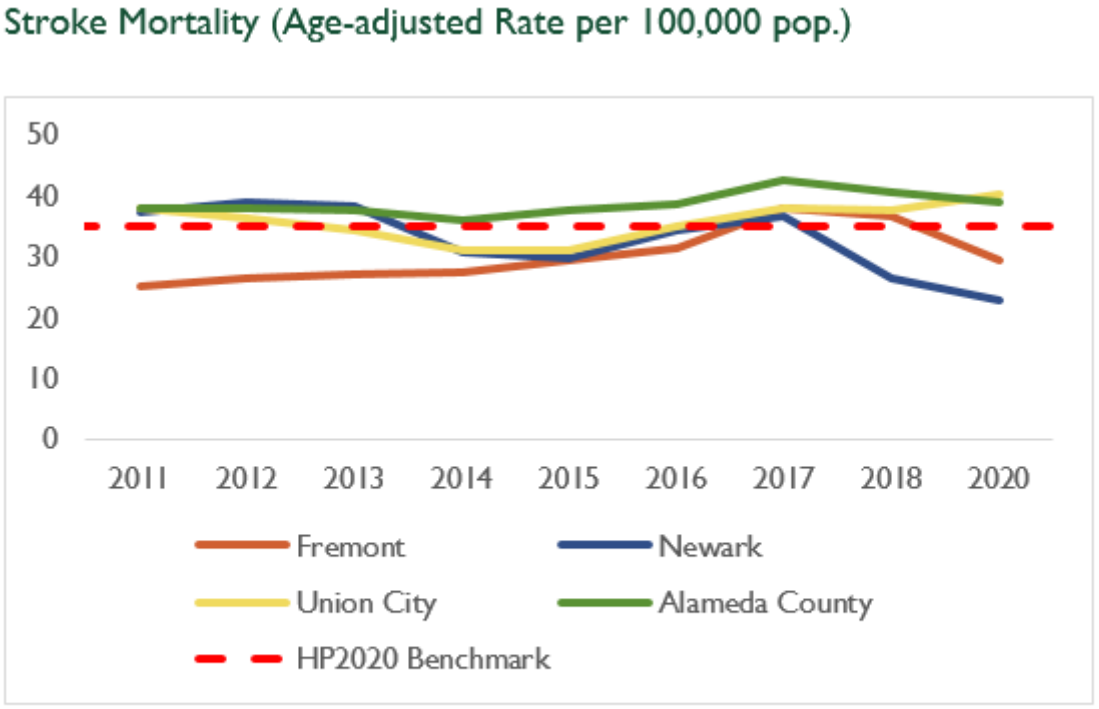
Concerning Indicators for Diabetes & Obesity by Race/Ethnicity

Indicator Name	Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	AC
Adults with Diabetes	10.1%		11.5%		13.8%	9.6%	2.1%	10.3%
Adults who are Obese	29.2%		10.9%		43.8%	28.0%	38.5%	25.4%

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Latino stands for Hispanic/Latina/o. Nat Am stands for Native American/Alaskan native. Pac Isl stands for Pacific Islander/native Hawaiian. Multi stands for multiple races/ethnicities. AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

5. Heart Disease/Stroke

- Cerebrovascular conditions (stroke, heart disease, and cardiac arrest) among top causes of death in Alameda County
- Stroke mortality decreasing in Fremont and Newark
- Union City disproportionally impacted by cardiac disease



Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes 160-169.

Heart Disease/Stroke (continued)

Concerning Indicators for Heart/Stroke

Indicator Name	Fremont	Newark	UC	AC
Stroke ED Visits Rate	45.1	54.0	68.9	56.2
Hypertension ED Visits Rate	2311.1	2994.1	3517.9	2827.2
Heart Failure Emergency Dept Visit Rate	339.4	**423.5**	481.5	413.9
Heart Disease Hospitalization Rate	464.6	534.4	622.2	565.7
Hypertension Hospitalizations Rate	1936.8	2264.3	2736.9	2520.5
Acute Myocardial Infarction Mortality Rate	14.3	14.7	27.8	19.9
Heart Disease Mortality Rate	86.9	90.9	120.1	109.0
Ischemic Heart Diseases Mortality Rate	49.9	48.7	75.6	56.0

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Bold text indicates that an indicator is worse than the county but by less than 5%. UC stands for Union City; AC stands for Alameda County. ED stands for Emergency Department. See *Attachment 2: Secondary Data Tables* for all sources.

6. Healthcare Access & Delivery

- Mentioned often in focus groups and key informant interviews
- Communication challenges for monolingual non-English speakers and non-verbal residents (Deaf/Hard of Hearing)
- Call for increased cultural competency
  - Offering care in native language
  - Involving family members in joint decision making around care
  - Using appropriate language with lesbian, gay, bisexual, transgender, queer, intersex, and asexual (LGBTQIA+) community
- Racial/Gender inequities:
  - Pacific Islanders have lower rates of adult health insurance

Even though those people have a degree, they have a full-time job, and they work in a high-tech company, but they still want a physician or provider that speaks their own language. I think that when they become sick, they really want people to speak their own language. They feel much more comfortable.

– BIPOC Southern Alameda County resident

7. Respiratory Health

- Respiratory disorders affect the ability to breathe
  - Examples: Asthma, Chronic Obstructive Pulmonary Disorder (COPD), pneumonia, and lung cancer

- Union City affected more than other district cities

Concerning Indicators for Respiratory Health

Indicator Name	Fremont	Newark	UC	AC
Asthma Hospitalizations Rate (Adults 18+)	18.6	18.8	29.2	27.8
COPD Emergency Dept Visits Rate	355.3	417.2	437.1	413.5

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. UC stands for Union City; AC stands for Alameda County. COPD stands for Chronic Obstructive Pulmonary Disease. See *Attachment 2: Secondary Data Tables* for all sources.

8. Cancer

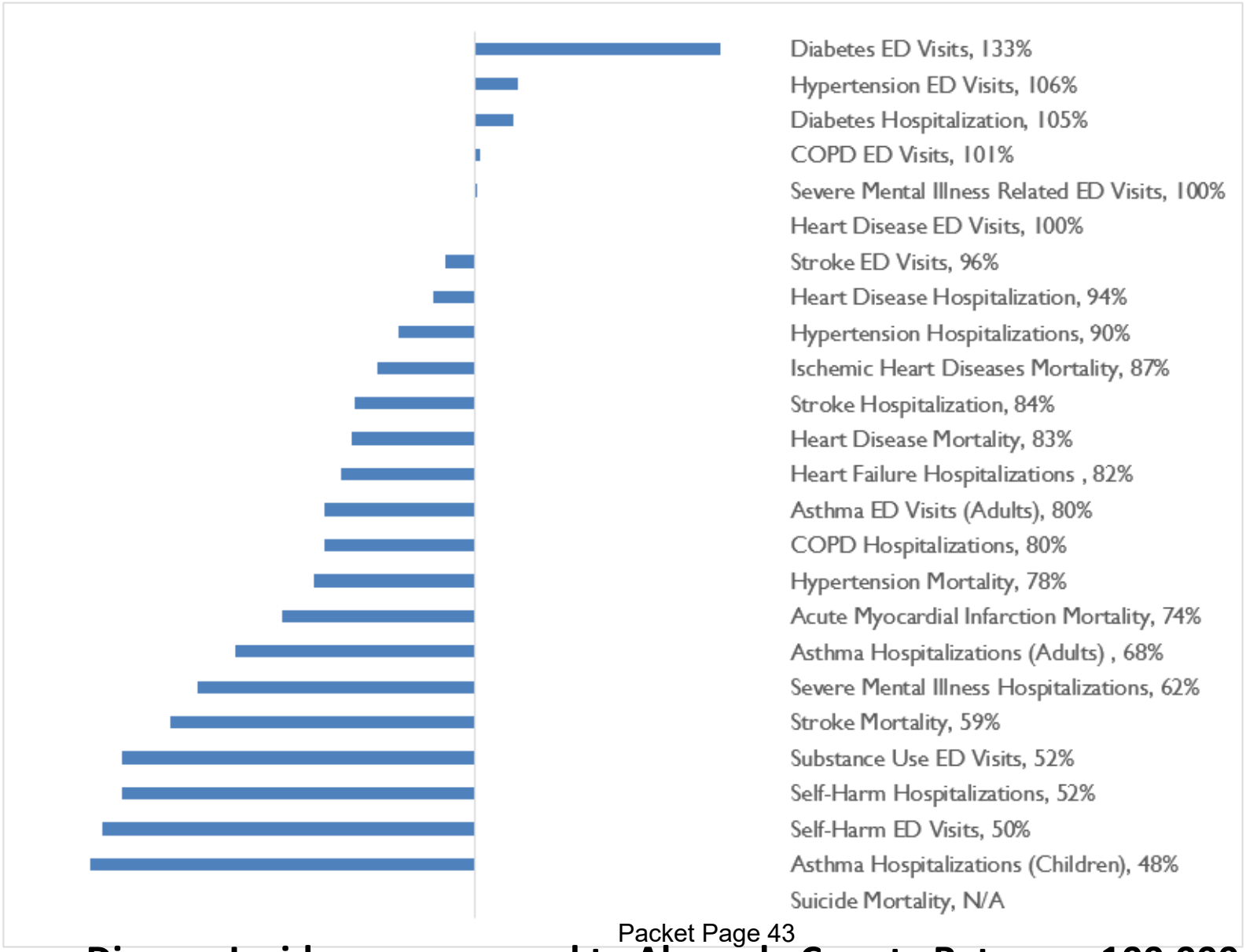
- Cancer is the second leading cause of death in the US
- Qualifies as a health need for CHNA due to racial/ethnic disparities

Concerning Indicators for Cancer, Assembly District 20 (2019)

Indicator Name	Latino	Asian/ Pac Isl	Black	White	AC
Incidence Rate: Breast (female)	119.9	105.8	106.0	156.0	121.6
Incidence Rate: Prostate (male)	90.4	61.9	134.9	90.2	86.9
Incidence Rate: Colorectal	36.6	26.5	47.7	34.3	32.3
Incidence Rate: Melanoma	7.1	--	--	39.1	18.9
Incidence Rate: Pancreatic	14.5	9.6	--	11.4	11.8
Incidence Rate: Lung	33.7	33.0	31.2	42.0	38.7
Incidence Rate: All Sites	440.5	320.5	454.5	559.3	380.1

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

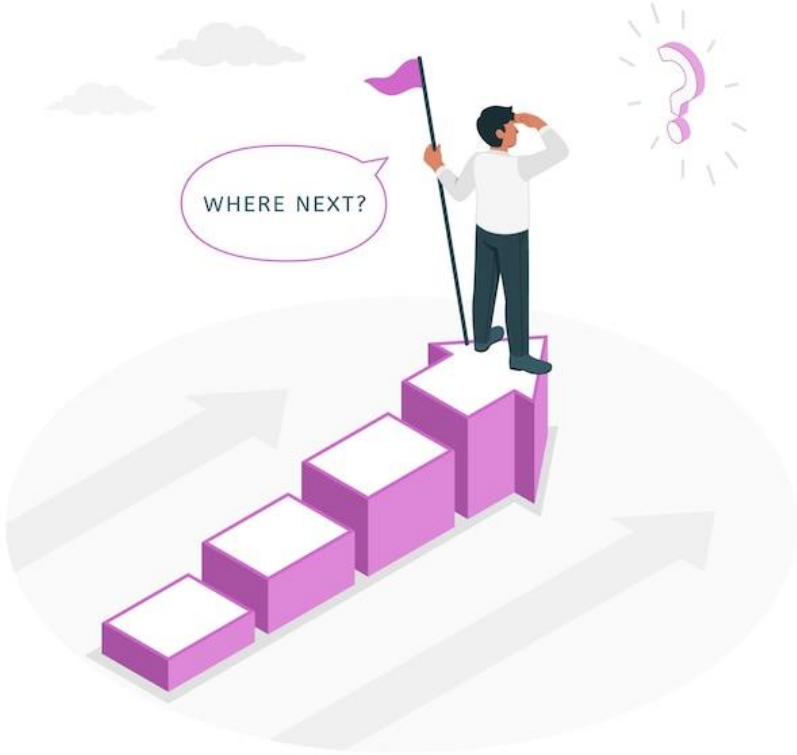
Health Snapshot: Newark



Disease Incidence compared to Alameda County Rate, per 100,000 pop.

How is this Information Used?

- CHNA published on WHHS website for community to read
- Presentations for District cities and community partners
- Hospital creates Community Health Improvement Plan to guide programming for next three years
- Implementation of Community Outreach Programs



Washington Hospital Healthcare System

Questions?







2023 Community Health Needs Assessment







Washington Hospital Healthcare System

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1. EXECUTIVE SUMMARY

COMMUNITY HEALTH NEEDS ASSESSMENT BACKGROUND

The Patient Protection and Affordable Care Act (ACA) enacted March 23, 2010, includes requirements for nonprofit hospitals that wish to maintain their tax-exempt status. Regulations finalized December 31, 2014, also provide guidance related to section 501(r) of the Internal Revenue Code. These regulations mandate that all nonprofit hospitals conduct a Community Health Needs Assessment (CHNA) every three years. The CHNA must be done by the last day of a hospital's taxable year, and hospitals must make the CHNA report widely available to the public. The CHNA must also gather input from experts in public health, local health departments, and the community. The community must include representatives of minority, low-income, medically underserved, and other vulnerable populations.

California Senate Bill 697, enacted in 1994, stipulates that private nonprofit hospitals submit an annual report to the Department of Health Care Access and Information (HCAI), formerly the Office of Statewide Health Planning and Development (OSHPD), that shall include, but not be limited to, a description of the activities that the hospital has undertaken to address identified community needs within its mission and financial capacity. Additionally, hospitals shall describe the process by which they involved community groups and local government officials in helping identify and prioritize the needs to be addressed. This community needs assessment shall be updated at least once every three years.[1] Per California Assembly Bill 1204, enacted in 2021, the community must include vulnerable populations, including the unhoused, people with disabilities, LGBTQ, medically underserved, low-income, of a minority population, or those with limited English proficiency.[2]

The 2023 CHNA is the fourth such assessment completed since the ACA was enacted. It builds upon the information and understanding that resulted from previous assessments. The latest CHNA process, completed in fiscal year 2023 and described in this report, was conducted by Washington Hospital Healthcare System ("Washington Hospital") in compliance with current legal requirements. This report was adopted by Washington Hospital's governing body, the Washington Township Health Care District Board of Directors, on May 10, 2023.

PROCESS AND METHODS

Washington Hospital began the current CHNA cycle in 2022. The hospital's goal was to gather community feedback, understand existing data about health status, and prioritize local health needs. Community input was obtained during the summer and fall of 2022 through key informant interviews with local health and community experts, focus groups with community leaders and representatives, and focus groups with community residents.

[1] California Office of Statewide Health Planning and Development. (1998). Not-for-profit hospital community benefit legislation (Senate Bill 697), Report to the Legislature. Retrieved November 2019 from https://oshpd.ca.gov/wp-content/uploads/2018/07/SB-697-Report-to-the-Legislature-Community-Benefit.pdf

[2] California Legislative Information. (2021). AB-1204 Hospital equity reporting. Retrieved from https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1204

Secondary data were obtained from a variety of sources. Secondary data were available for Alameda County and for the three separate major cities in Washington Hospital's primary service area: Fremont, Newark, and Union City. The service area also includes unincorporated Sunol and a small part of southern Hayward, for which data were not available. Secondary data were gathered in fall and winter of 2022–2023.

In early 2023, community health needs were identified by synthesizing primary qualitative research and secondary data, and then filtering those needs against a set of criteria. The results of the prioritization appear below.

For the purposes of this assessment, Washington Hospital did not limit the definition of "community health" to traditional measures of health. Instead, the definition included indicators about the physical health of the area's residents, as well as the broader social and environmental determinants of health, such as access to healthcare, affordable housing, child care, education, and employment. This more inclusive definition reflects Washington Hospital's view that many factors affect community health, and it is essential to consider these factors to adequately understand and address community health needs.

PRIORITIZED HEALTH NEEDS

The previously described prioritization process produced a ranked list of the most pressing community health needs for the hospital's primary service area. Two needs, Diabetes & Obesity, and Heart/Stroke, tied for fourth place. All eight needs, listed in priority order (from highest to lowest), are:

- **Behavioral Health.** The community considered behavioral health a strong priority. The lack of access to behavioral health services and facilities was cited, pandemic isolation was a big concern, and parents expressed concern about alcohol and drug use. Statistics support CHNA participants' concerns: Depression-related feelings and alcohol/drug use are higher than the county among most Union City students as well as some Fremont and Newark students. Adult binge drinking and 7th grade binge drinking are both worse in Newark than the county overall.
- **Housing & Homelessness.** The cost of housing in the Bay Area is extremely expensive, and the community identified this as one of the most pressing health needs. Because housing is difficult to afford, community members described seeing more people struggling with other living expenses. The number of homeless people in Alameda County has increased in the last two years, a trend also seen in Fremont and Union City. In Fremont and Union City, the proportion of the population that is unsheltered is worse than in the county. We also know that some populations, especially Black residents, are overrepresented in the homeless population.
- **Economic Security.** Community input about economic security made up the highest proportion of discussion after healthcare access and delivery. The community described the high cost of living, and difficulty securing employment for individuals with health issues, disabilities, or those experiencing homelessness. The community described a sharp rise in food insecurity in summer 2022. While most data indicators, including multiple measures of poverty and income, were favorable for service area cities, data showed inequities by race. Overall, most BIPOC populations have lower incomes than their counterparts and higher proportions of their populations who are living in poverty.
- **Diabetes & Obesity.** The community expressed the need for access to healthy food and nutrition education. They also called out the need for recreation/fitness programs and more safe

spaces to recreate in their neighborhoods. This category met the threshold for a health need because of the statistical data; the proportions of children who are overweight are higher in Newark and Union City than in the county and state overall. Notably, the rates of adults with diabetes are worse in all three service area cities, and rates of diabetes ED visits and hospitalization are an issue in Fremont and Newark. Also, there are inequities by race for adult obesity and adults with diabetes.

- **Heart/Stroke.** Cerebrovascular issues such as stroke, heart disease, and heart attack are among the top causes of death in the county. The community did not discuss heart and stroke issues specifically, but did call out the need for recreation programs and nutritional education. Statistical data shows that service area cities fare worse than the county overall. In Union City, residents have worse rates than other service area cities and the county for emergency department visits (stroke, hypertension, and heart failure), hospitalizations (heart disease, hypertension), and mortality (acute myocardial infarction, heart disease, and ischemic heart diseases).
- **Healthcare Access & Delivery.** Access to healthcare and the experiences of receiving care were dominant in community input. Residents described difficulties affording health care, even for those who are insured, and a lack of adequate health care facilities in the service area. In terms of data, local statistics fare well compared to the county, including the proportion of insured residents, recent physical and dental visits, and access to internet at home. However, there are notable inequities: Pacific Islanders have lower rates of adult health insurance than their peers. Several populations have more difficulty obtaining care compared to all county residents: Native American, white, and multiracial.
- **Respiratory Health.** Statistical data for adult asthma and COPD both indicate that Union City does worse than the county overall in respiratory health. While COVID-19 is an undeniable respiratory health condition that has impacted service area cities, the community did not prioritize it over other needs.
- **Cancer.** Cancer qualifies as a health need because of racial and ethnic disparities. The overall cancer incidence rate in Assembly District 20 (AD20, an area analogous to Washington Hospital's service area) is worse than that of Alameda County overall. Overall cancer incidence is also higher for white, Black, and Latina/o residents of AD20 than residents of the county overall. Compared to the county, colorectal cancer incidence is worse for most AD20 residents except Asian/Pacific Islanders. Black residents of AD20 have a higher incidence of prostate cancer than county residents. Latina/o residents of AD20 have a higher incidence of pancreatic cancer than county residents. Finally, white residents of AD20 have higher incidence of female breast cancer, lung cancer, and melanoma than county residents.

For additional details, including statistical data and citations, see *Section 6: 2023 Prioritized Community Health Needs* and *Attachment 2: Secondary Data Tables*.

NEXT STEPS

After making this CHNA report publicly available by July 1, 2023, Washington Hospital will solicit feedback and comments about the report until two subsequent CHNA reports have been posted.[3] The hospital will also develop an implementation plan based on the CHNA results.

[3] https://www.whhs.com/about-us/community-connection/community-health-needs-assessment/

2. BACKGROUND

COMMUNITY HEALTH NEEDS ASSESSMENT REPORT PURPOSE

The goals of the 2023 Community Health Needs Assessment (CHNA) are to provide insight into the health of the community, prioritize local health needs, and identify areas for improvement. With this information, Washington Hospital Healthcare System ("Washington Hospital") will develop strategies to tackle critical health needs as well as improve the health and well-being of community members. The assessment findings may also be used as a guideline for funding, policy, and advocacy efforts.

The 2023 CHNA builds upon the findings of the 2020 CHNA (see below for evaluation of 2021–2023 implemented strategies) and previous assessments conducted by Washington Hospital. The 2023 report documents how the current CHNA was conducted and describes the related findings. As with prior CHNAs, this assessment also highlights the district's assets and resources (see *Section 7: Community Resources*).

Note that, for the purposes of this assessment, "community health" was not limited to traditional health measures. Washington Hospital considered indicators relating to the quality of life (e.g., access to healthcare, affordable housing, food security, education, and employment) and to the physical, environmental, and social factors that influence the health of the county's residents. This broader definition reflects the hospital's philosophy that many factors affect community health and that community health cannot be adequately understood without consideration of trends outside the realm of healthcare.

In addition to helping generate shared priorities around community health, Washington Hospital also used the 2023 CHNA to fulfill key state and federal mandates.

AFFORDABLE CARE ACT REQUIREMENTS

Enacted on March 23, 2010, the Affordable Care Act (ACA) provides guidance at a national level for CHNAs for the first time. Federal requirements included in the ACA stipulate that hospital organizations under 501(c)(3) status must adhere to new 501(r) regulations, one of which is conducting a community health needs assessment every three years. The CHNA report must document how the assessment was done, including the community served, who was involved in the assessment, the process and methods used to conduct the assessment, and the community's health needs that were identified and prioritized as a result of the assessment. Final requirements were published in December 2014. The federal definition of community health needs comprises the social determinants of health and morbidity and mortality. This broad definition is indicative of a wider focus on both upstream and downstream factors that contribute to health. Such an expanded view presents opportunities for nonprofit hospitals to look beyond immediate presenting factors to identify and take action on the larger constellation of influences on health, including social determinants.

Beyond providing a national set of standards and definitions related to community health needs, the ACA has had an impact on upstream factors. For example, the ACA created more incentives for healthcare providers to focus on prevention of disease by including lower or no co-payments for

preventative screenings. Also, funding has been established to support community-based primary and secondary prevention efforts.

SB 697 AND CALIFORNIA'S HISTORY OF ASSESSMENTS

California Senate Bill 697, enacted in 1994, requires private nonprofit hospitals to conduct a community needs assessment and to consult with the community on a plan to address their identified needs. An assessment must be conducted every three years. Hospitals are also required to submit an annual report to the California Department of Health Care Access and Information, HCAI (formerly the Office of Statewide Health Planning and Development, OSHPD) that describes the strategies that hospitals have engaged in to address the identified community needs. Per California Assembly Bill 1204, enacted in 2021, the community must include vulnerable populations, including people with disabilities, those with limited English proficiency, or those who are unhoused, LGBTQ, medically underserved, low-income, or of a minority population.[4]

The 2023 CHNA meets both state and federal requirements.

BRIEF SUMMARY OF THE PRIOR (2020) CHNA CONDUCTED

In 2018–2019, Washington Hospital collaborated with 14 local hospitals in Alameda and Contra Costa counties to assess community health needs. The 2020 CHNA report is posted on the Community Health Needs Assessment page of the hospital's website.[5]

The community health needs identified and prioritized through the 2020 CHNA process were:

- Behavioral Health
- Housing and Homelessness
- Healthy Eating/Active Living
- Healthcare Access and Delivery
- Social Determinants of Health
- Diabetes, Heart Disease, Hypertension, and Stroke
- Respiratory Health

EVALUATION FINDINGS FROM 2021–2023 IMPLEMENTED STRATEGIES

Washington Hospital addressed all of these critical community health needs in subsequent years through targeted programs and community partnerships. It also addressed cancer, which was not one of the identified needs from the 2020 CHNA but which is one of the top causes of death in Alameda County.[6] At the time this report was completed, Washington Hospital had impact results for fiscal years 2021 and 2022. Although not reflected herein, the hospital will continue to monitor and report the impact of strategies implemented in 2023.

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[4] California Legislative Information. (2021). AB-1204 Hospital equity reporting. Retrieved from https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1204

[5] https://www.whhs.com/about-us/community-connection/community-health-needs-assessment/

[6] California Department of Public Health. (2019). *Alameda County Health Status Profile.*

Behavioral Health

- The Washington Hospital Wellness Center hosted a monthly women's support group, Women Empowering Women. Three of these support group meetings focused on behavioral health topics, with an average of 14 participants at each meeting.
- Washington Township Medical Foundation provided onsite presentations at Ardenwood Elementary School for National Mental Health Awareness Month. Presentations were given to 10 classrooms of students in grades 1-6.
- Washington Hospital provided two in-person seminars on "Grief, Loss and Self Care" to local retirement communities. 40 adults attended.
- Washington Hospital's Maternal and Child Health Department hosted the BlueDot Walk to help raise awareness for Maternal Mental Health. 71 individuals participated.
- Washington Hospital hosted a virtual Health & Wellness Seminar on "Self-Care and Compassion". This presentation received 656 virtual views on Facebook and YouTube.
- Since 2021, Washington Hospital convenes a monthly "South County Partnership" meeting with representatives from healthcare organizations, city and county services, and non-profit organizations. These meetings focus on local mental health challenges and encourage collaboration between sectors to address community needs.
- Working in collaboration with Fremont Police Department and Fremont Human Services Department, Washington Hospital provides a social worker as part of a multidisciplinary team that brings comprehensive and compassionate care to community members with mental illness where they live. The Mobile Evaluation Team (MET) responds to calls for service in the field by offering case management services that connect clients with resources and educate them on programs and services.
- Washington Hospital collaborated with City of Fremont on Cities for Opportunity, a pilot project to identify frequent users of Emergency Department resources that could benefit from connection to county behavioral health services. Washington Hospital is currently exploring how to fully integrate this program after the end of the pilot period.
- Washington Township Medical Foundation expanded outpatient and inpatient behavioral health services. For outpatient care, staff expanded to two psychiatrists and one Licensed Marriage and Family Therapist. For inpatient care, one of our psychiatrists provided inpatient psychiatric consults for admitted patients and those with emergency needs.
- Washington Hospital is currently working with the Alameda County Behavioral Health Services Department to host space for a new behavioral health clinic. This clinic is set to open in late 2023/early 2024.

Housing and Homelessness

- Washington Hospital participates in the Tri-City Collaborative on Homelessness. The task force tracks community concerns, focuses efforts on the greater needs of the community, facilitates collaboration of homeless services and resources throughout the area. Meetings occur quarterly.
- Washington Hospital provides general grant funding to Abode Services, the largest homeless housing and service provider in the Bay Area. In addition, Washington Hospital has a staff representative on Abode Services Board of Directors.

Healthy Eating/Active Living

- Washington Hospital hosted two sports safety presentations for local youth athletic teams and coaches. 103 individuals attended.
- Washington Hospital hosted 19 free, virtual seminars focused on healthy eating and active living. These presentations included cooking and fitness demonstrations. More than 11,726 community members viewed these seminars on Facebook and YouTube.
- Washington Hospital presented 7 on-site health seminars on Healthy Eating and Active Living to local senior living communities. Topics included fall prevention, joint replacement, and easy ways to stay active as you age. 178 adults attended these presentations.
- Washington Sports Medicine athletic trainers hosted first aid stations during 4 Special Olympics tournaments. The mission of Special Olympics is to provide athletic competition in a variety of Olympic-type sports for youth with intellectual disabilities. 986 student athletes attended these events.
- Washington Hospital's Sports Medicine program offered onsite sports physicals to 324 local student athletes.
- The Washington Hospital Wellness Center hosted a monthly women's support group, Women Empowering Women. Three of the support group meetings focused on healthy eating and active living topics, with an average of 18 participants at each meeting.
- The Washington Wellness Center promotes active living through exercise classes and services designed for people of all ages and fitness levels.

Healthcare Access and Delivery

- Washington Hospital provided 98,859 COVID-19 vaccinations for 44,329 unique individuals. Washington Hospital also provided 87,829 COVID-19 tests.
- Washington Hospital provided COVID-19 vaccinations and tests at a variety of community locations. Some of our community clinics included: Washington Hospital Healthcare System (ongoing), BACS, Masonic Homes of California, Little Apples Learning Center, City of Newark Library, City of Newark Tree Lighting Ceremony, Newark Unified School District (multiple facilities) and the Tesla manufacturing plant.
- Washington Hospital was selected by Alameda County as a trauma center and is progressing towards designation in 2027.
- Washington Hospital continued providing grants for mammograms to uninsured clients referred by community clinics such as Tiburcio Vasquez Health Center. These clients include women ages 40 to 70, or women ages 30 to 40 who are considered at high risk for breast cancer as defined by the Medicare program.
- Washington Hospital hosted three free, virtual seminars focused on healthcare access, including information on Medicare and Medi-Cal enrollment. 1,064 community members viewed these seminars on Facebook and YouTube.
- Washington Hospital presented three on-site health seminars on Medicare enrollment to local senior living communities. 66 adults attended these presentations.
- Washington Hospital entered into a contract with Canopy Health to support the establishment of a lower cost and geographically customizable health plan option for employers and residents of the Bay Area.

- Washington Hospital entered into a three-year agreement with Alameda Alliance to broaden access to health care for MediCal members.
- Washington Hospital provides free Health Insurance Information Services (HIIS) to community members in the Tri-City Area. This service helps answer insurance questions about individual plans, group plans and government-sponsored programs such as Medicare, Medi-Cal and Covered California. It also specializes in understanding Advance Health Care Directives or Physicians Orders for Life Sustaining Treatments (POLSTs).
- Washington Hospital collaborates with ReCare and the City of Fremont to distribute free durable medical equipment to low-income community members.
- Washington Hospital operates a Lymphedema Garment program that offers free garments to low-income patients. 15 patients were served.

Social Determinants of Health

- Washington Hospital continued collaborating with a local drug rehabilitation center to provide tattoo removal. The program is designed to help young adults make positive changes in their lives by removing symbols of past negative behaviors and actions associated with gang and drug activities.
- Washington Hospital welcomed 12 students from Mission Valley Regional Occupational Program for a job shadowing program. The students were given the opportunity to spend eight hours in a specific operational area. Students were hosted for job shadowing in the Washington Special Care Nursery, 4W, 5W, 6W, the Sandy Amos Outpatient Infusion Center and the clinical laboratory.
- Washington Hospital hosted a Community Forum on Anti-Asian Hate. This event featured a panel of speakers as well as resource fair with community organizations sharing important information on maintaining safety and health in the Tri-City Area. 100 individuals attended.
- Washington Hospital hosted a tour for a Future Health Professionals clubs at a local high school in the Tri-City Area.
- Washington Hospital provides general grant funding to Avanzando, an organization dedicated to the advancement and empowerment of Latino youth and their families through education and leadership.
- Washington Hospital provides general grant funding to local educational foundations, including the New Haven Schools Foundation and The Fremont Education Foundation. They also provide two scholarships to high school graduates pursuing healthcare related careers.
- Washington Hospital created a Diversity, Equity and Inclusion taskforce to develop strategies that improve diversity and inclusion for staff and patients of the healthcare system.

Diabetes, Heart Disease, Hypertension, and Stroke

- Washington Hospital participated in 12 health fairs hosted by community organizations and local schools to provide health information, including free blood pressure checks and information about stroke prevention.
- Washington Hospital offers free monthly diabetes support group meetings and educational Diabetes Matters sessions to community members with diabetes.

- Washington Hospital hosted five free, virtual seminars focused on diabetes education. These presentations included information on managing diabetes during the pandemic and technology to monitor blood glucose levels. 1,909 community members viewed these seminars on Facebook and YouTube.
- Washington Hospital hosted six free, virtual seminars focused on heart disease and hypertension. These presentations included information on heart attack symptoms and prevention. 2,378 community members viewed these seminars on Facebook and YouTube.
- Washington Hospital presented one on-site health seminar on Carotid Artery Disease to a local senior living residence. 34 adults attended this presentation.
- Washington Hospital hosted two free, virtual seminars focused on risk factors, warning signs and prevention of stroke. 812 community members viewed these seminars on Facebook and YouTube.
- Washington Hospital presented four on-site health seminars on Stroke Awareness to local senior living communities. 107 adults attended these presentations.
- Washington Hospital reviewed their stroke protocols to be in line with the updated Clinical Practice Guidelines. These protocols ensure and encourage the increased use of "RAPID" software for identifying strokes and expediting decision on appropriate therapies for stroke patients. To facilitate with rapid administration of IV thrombolytic Therapy to eligible patients, WHHS switched to Tenectaplase (TNKase) as recommended in the recent clinical practice guidelines. TNKase is an IV thrombolytic, which is administered over five seconds as an IV push, thus enabling our hospital to meet a shorter door to drug time.
- Washington Hospital progresses towards Joint Commission Thrombectomy Capable Stroke Center (TSC) certification. We are currently working to build required volumes to attain this certification by extending our neurosciences services to the central valley and northern California.
- Washington Hospital's Stroke Program received the American Heart Association/ American Stroke Association's Get With the Guidelines®-Stroke Gold Plus Quality Achievement Award. The award recognizes the hospital's commitment to ensuring that stroke patients receive the most appropriate treatment according to nationally recognized, research-based guidelines based on the latest scientific evidence. Washington Hospital earned the award by meeting specific quality achievement measures for the diagnosis and treatment of stroke patients at a set level for a designated period. These measures include evaluation of the proper use of medications and other stroke treatments, with the goal of speeding recovery and reducing death and disability for stroke patients.
- Washington Hospital also received the associations' Target: Stroke Elite Plus award. To qualify for this recognition, hospitals must meet quality measures developed to reduce the time between the patient's arrival at the hospital and treatment with a clot-buster tissue plasminogen activator used to treat ischemic stroke.

Respiratory Health

- Washington Hospital hosts a monthly Better Breathing for Life support group for people with chronic lung conditions such as chronic asthma, bronchitis, emphysema, chronic obstructive pulmonary disease (COPD), pulmonary fibrosis or other restricted lung disease. Currently there are 74 active members of the support group.

- Washington Hospital engaged in community education during the COVID-19 pandemic with educational articles in the Tri-City Voice on Post COVID Breathing Problems.
- Washington Hospital hosted 4 free, virtual seminars focused on respiratory health. These presentations included information about asthma and pulmonary rehab. 2,621 community members viewed these seminars on Facebook and YouTube.
- Washington Hospital's pulmonary rehab team attended local health fairs to share information about lung health.
- Washington Hospital hosted 5 virtual seminars in response to COVID-19. 1,355 community members viewed these seminars on Facebook and YouTube.

Cancer

- Washington Hospital hosted four free, virtual seminars focused on prevention, screening, and early detection for various cancers (e.g., breast, lung, and skin). 2,815 community members viewed these seminars on Facebook and YouTube.
- Washington Hospital presented two on-site health seminars on breast cancer prevention and detection to local senior living communities. 51 adults attended these presentations.
- Washington Hospital hosted four special events to educate and honor cancer patients and survivors. 729 community members attended these special events.
- Washington Hospital acquired a new linear accelerator for Washington Hospital's Radiation Oncology Center. This treatment modality increases the hospital's ability to provide advanced radiation therapy to patients.
- Washington Hospital continued offering a lung cancer screening tool to patients to identify those who may be at high risk for developing lung cancer. A total of 115 new patients were identified as high risk and underwent low-dose computed tomography (LDCT).
- Washington Hospital was awarded a three-year accreditation from the Commission on Cancer. The Commission on Cancer is a program of the American College of Surgeons recognizing cancer care programs for their commitment to providing comprehensive, high-quality, and multidisciplinary patient-centered care.
- Washington Hospital was awarded a three-year accreditation from the American College of Surgeons National Accreditation Program for Breast Centers.
- Both accreditations were received without any deficiencies, demonstrating Washington Hospital's commitment to quality care based on national standards.
- Washington Hospital was also designated as a Breast Imaging Center of Excellence by the American College of Radiology (ACR).
- Washington Hospital hosted a skin cancer screening event at the Nakamura Clinic in Union City. A total of 22 people were screened. Of those, two were recommended for biopsy.
- In fall of 2022, Washington Hospital established a cancer survivorship program built on the coordination of services between care providers and specialists to provide an assessment of late psychosocial and physical effects of cancer. Through this program, a referral system with social work was established. The program also hosts a monthly general cancer survivor support group.
- The Washington Hospital Survivorship Committee meets quarterly. These meetings help coordinate efforts across oncology services and include representation from clinical staff, social work, nursing, community outreach, cancer registry program, physical therapy, lymphedema, and radiation oncology.

WRITTEN PUBLIC COMMENTS

Washington Hospital welcomes and encourages written public comments about its CHNA and implementation strategy reports. Feedback may be submitted through the Contact form on its website[7] or emailed directly to communityoutreach@whhs.com.

At the time this CHNA report was completed, Washington Hospital had not received any written comments about the (previous) 2020 CHNA report.[8] The hospital will continue to track submissions and ensure that all relevant comments are reviewed and addressed by appropriate staff members.

[7] https://www.whhs.com/contact-us/

[8] https://www.whhs.com/about-us/community-connection/community-health-needs-assessment/

3. ABOUT WASHINGTON HOSPITAL

Washington Hospital Healthcare System is a District hospital, opened in 1958. It is governed by an elected Board of Directors consisting of five members. Washington Hospital serves the residents of Fremont, Newark, Union City, and part of southern Hayward and unincorporated Sunol, and it encompasses approximately 124 square miles of Southern Alameda County. The District's population is approximately 350,145.[9]

MISSION STATEMENT

As the local Healthcare District, our mission is to meet the healthcare needs of the District residents through medical services, education, and research.

Within this scope, Washington Township Healthcare District is committed to assuming the leadership role in improving and maintaining the health status of its residents by:

- Identifying and assessing community healthcare needs.
- Developing mechanisms to respond to the identified need within the financial capabilities of the District.
- Committing to a culture of patient safety and accountability.
- Adopting identified best practices.
- Providing access to high quality, cost-effective health services through an integrated delivery system.
- Partnering with a diverse medical staff and other providers to meet the healthcare needs of district residents.
- Providing appropriate employee, professional, and community educational resources to enhance patient care and health promotion throughout the District.

VISION

To support the fulfillment of the mission, the District's strategic vision is to be the regional medical center of choice in Southern Alameda County offering quality services that span the full range of care within the available financial resources.

VALUES STATEMENT

- Our organizational values stem directly from the origins of the Hospital District in 1948. The District was formed to provide access to patient care services for the residents of the Township, at a time when people had to leave their community and travel significant distances to find hospital care. The District serves its community by providing high quality, affordable, and convenient care. We are committed not only in law, but in spirit to local accountability.
- Healthcare is an intensely personal service. Underlying all that we offer is the recognition that healthcare is not a commodity. Our essential purpose is to improve the human condition. Our reason for being begins and ends with our patients and our community, and we are committed to a "patient first" ethic. To our patients we owe comfort, compassion, and whenever possible, a

[9] Sum of the populations of the three major cities: Fremont, Newark, and Union City. Data from U.S. Census Bureau, 5-year Estimates, 2017-2021.

cure. Our efforts are focused not just on individuals and families, but also on the overall health of the community.

- It is our obligation to provide responsible stewardship of our resources, acting in all areas of our healthcare system with integrity, professionalism, and with respect for a patient's right to choice.
- To our fellow employees, volunteers, and members of our medical staff we owe a commitment to perform all of our responsibilities with loyalty, perseverance, self-discipline, and dependability. We achieve these goals through our organizational commitment to innovation, process improvements, and pursuit of excellence.

COMMUNITY BENEFIT PROGRAMS

Each year, Washington Hospital provides a host of innovative and impactful community benefit programs and services to underserved and underinsured residents. The hospital's community benefit programs and activities are designed to:

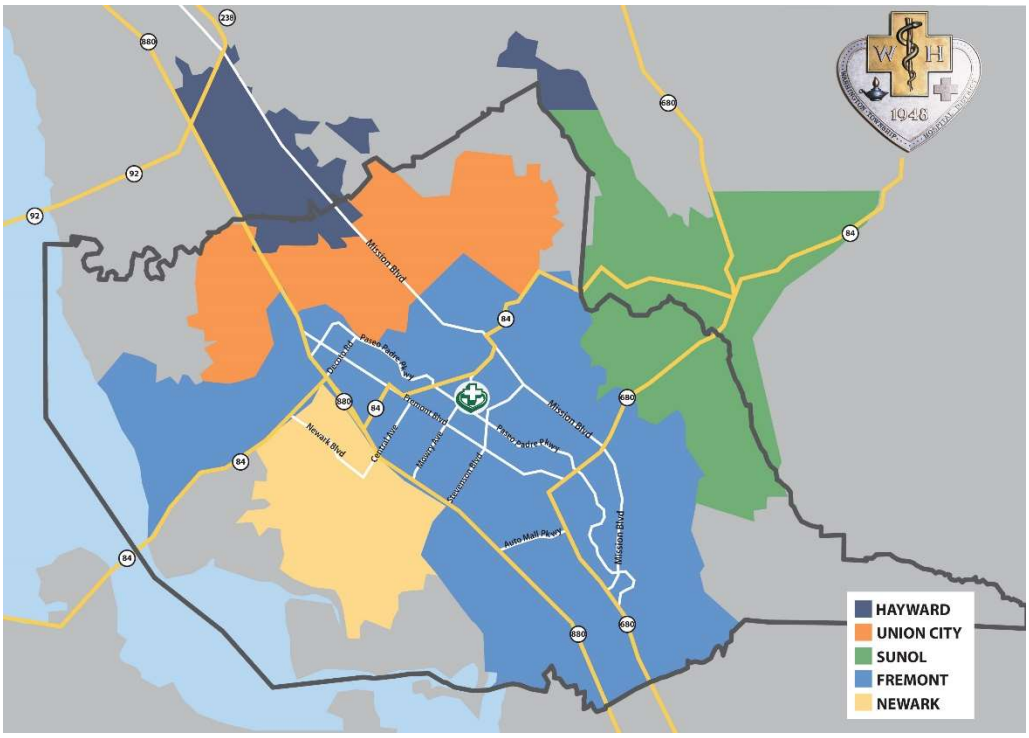
- Meet the specific healthcare needs of targeted populations;
- Expand availability of healthcare to those who need it most;
- Provide health information and education resources; and
- Teach participants about healthier lifestyles and the importance of staying healthy.

These programs are developed to meet the needs of the community.

COMMUNITY SERVED

The IRS defines the "community served" by a hospital as those individuals residing within its hospital service area. A hospital service area includes all residents in a defined geographic area and does not

Figure 1. Map of Washington Township Healthcare District

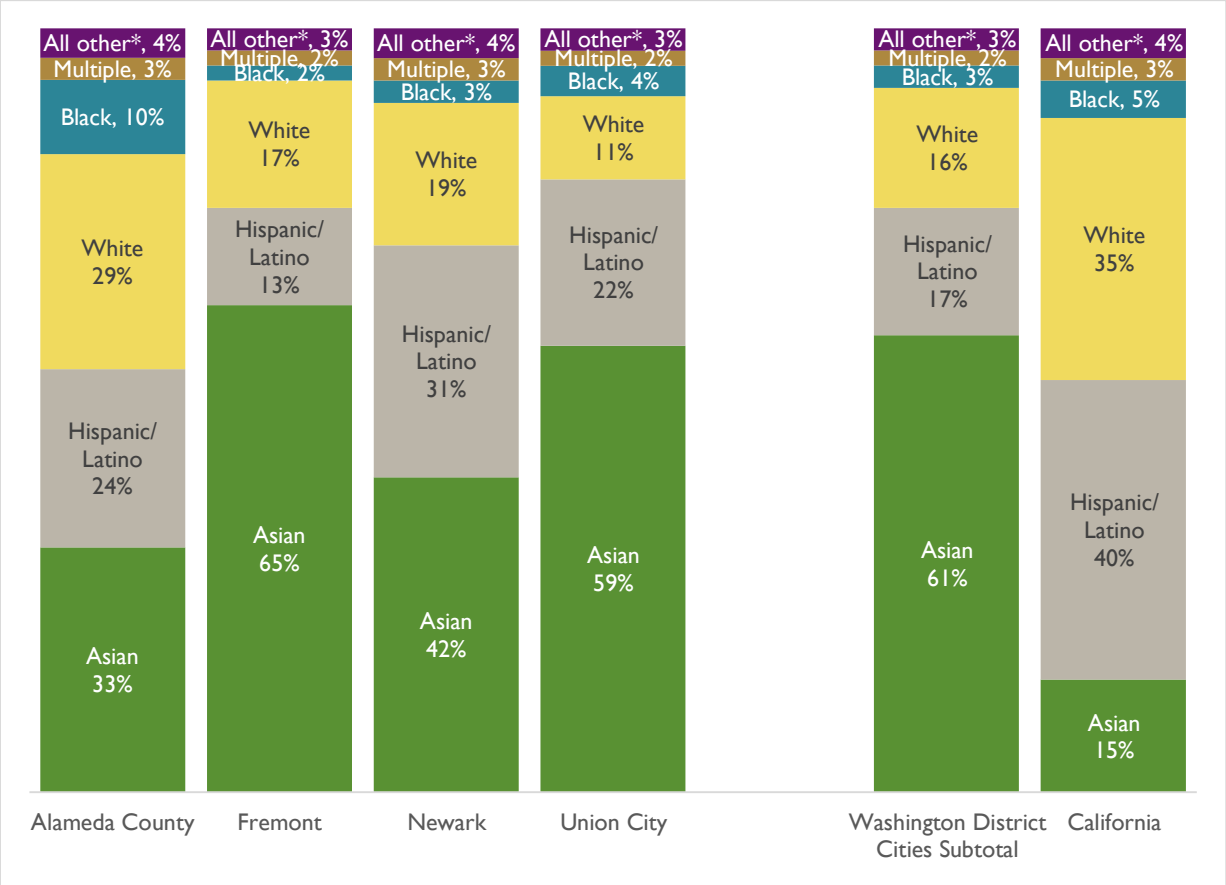


exclude low-income or underserved populations. Although Washington Hospital patients come from all around Alameda County, the majority reside in the southern part of Alameda County. Washington Hospital's primary service area comprises the cities of Fremont, Newark, Union City, and a portion of southern Hayward, as well as unincorporated Sunol (see map on previous page).

Demographics

In 2021, the estimated population of the major cities included in the primary service area was approximately 350,145.[10] Fremont is the largest city in the primary service area and the fourth-largest city in the San Francisco Bay Area. Washington Hospital's primary service area also includes portions of unincorporated Sunol and southern Hayward, for which population data are not available.

Figure 2. Race/Ethnicity Proportions, Major District Cities



Source: U.S. Census Bureau, Decennial Census, 2020. Notes: U.S. Census race/ethnicity estimates for 2017–2021 not available at time of report publication. Proportions are for race "alone" (single race) and non-Hispanic. * Purple segment is those of all other races combined (Pacific Islander/native Hawaiian, Native American, and "Other" race). Native American residents make up 0.2% of the city populations (not labeled in the chart). Those of "Other" race alone (not multi-racial) make up 1% or less of the cities' populations (not labeled in the chart). Pacific Islander/native Hawaiian make up 1% or less of the cities' populations (not labeled in the chart).

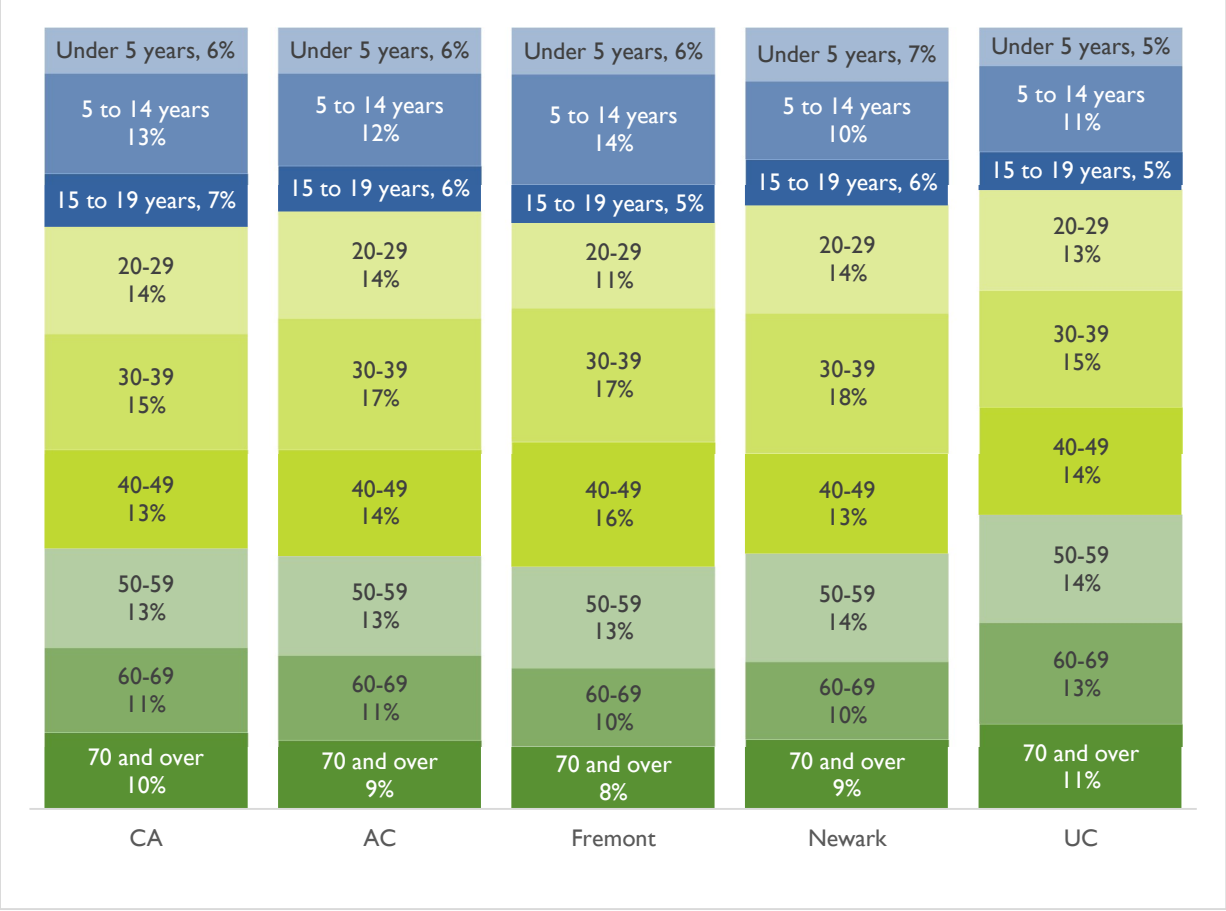
[10] U.S. Census Bureau, 5-year Estimates, 2017-2021.

The largest racial/ethnic group in Washington Hospital's primary service area cities is Asian, comprising at least one-third of the population in each city and two-thirds in Fremont. The service area cities have a larger proportion of Asian residents than the county and the state. Newark has a much higher proportion of Hispanic/Latino residents (30%) compared to the other two cities, the county, and the state.

The residents of Washington Hospital's primary service area speak a variety of languages. The most common languages include Spanish, Chinese (Cantonese and Mandarin), Hindi, and Tagalog. More than 15% of Fremont's population and more than 20% of Union City's population speak limited English.[11] Speaking limited English can be a barrier to an individual's economic security and access to healthcare.

Washington Hospital's primary service area cities' proportions of residents by age are displayed in the chart below. Union City's population skews a bit older than the other two cities.

Figure 3. Population by Age Range and City, Washington Hospital Primary Service Area



Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates 2017-2021. Notes: CA stands for California; AC stands for Alameda County; UC stands for Union City.

[11] Limited English is defined as those who are over five years of age and speak English less than "very well." U.S. Census Bureau. (2023). Data on Limited English is not available for Newark.

4. ASSESSMENT TEAM

HOSPITALS, OTHER PARTNER ORGANIZATIONS, AND CONSULTANTS

Washington Hospital's 2023 CHNA involved input from the following individuals:

- Angus Cochran, PhD, Chief, Community Support Services
- Kayla Gupta, MPH, Community Outreach Manager
- Alisa Curry, PT, DPT, Coordinator of Rehab Clinical Programs
- Donald Pipkin, MHA, Chief of Strategic Management
- Christine Nunez, MPH, Vice President of Ambulatory Care and Administrative Services
- Kimberly Hartz, Chief Executive Officer

Washington Hospital's conducted the CHNA with the support of consultants from Actionable Insights (AI), LLC, an independent local research firm. AI assisted with primary and secondary data collection and synthesis, as well as facilitation and documentation of key findings.

5. PROCESS AND METHODS

Washington Hospital Healthcare System directed the research firm Actionable Insights (AI) to collect data specific to the three cities in the hospital's primary service area. The CHNA data collection process took place over five months and culminated in a report written for Washington Hospital in the winter of 2022–2023. The phases of the process are depicted below (Figure 4).

Figure 4. CHNA Process



SECONDARY DATA COLLECTION

AI analyzed over 125 quantitative health indicators to assist Washington Hospital in understanding the health needs and in assessing its priorities in the community. AI collected data from existing sources using the Alameda County Public Health Department's data platform, https://www.healthyalamedacounty.org/, and other online data platforms, such as the Healthy Alameda County data platform and the U.S. Census Bureau. For the CNHA, each city's data were compared to regional benchmarks (Alameda County averages and rates) to help determine the severity of a health problem and to identify disparities. When trend data and/or data by ethnicity were available, they were reviewed to enhance understanding of the issue(s).

For details on specific sources and dates of the data referenced in this report, see *Attachment 2: Secondary Data Tables*.

INFORMATION GAPS AND LIMITATIONS

A lack of secondary data limited Washington Hospital in its ability to assess some health issues. Timely, reliable statistical information related to these topics was unavailable:

- Alzheimer's disease and dementia diagnoses
- Data for the part of southern Hayward in Washington Hospital's primary service area
- Data for unincorporated Sunol
- Diabetes among children
- Experiences of discrimination among vulnerable populations
- Health of undocumented immigrants (who do not qualify for subsidized health insurance and may be underrepresented in survey data)
- Hepatitis C
- Oral/dental health
- Suicide among LGBTQI youth

COMMUNITY INPUT

AI conducted the primary research for this assessment. AI used three strategies for collecting community input: key informant interviews with health experts and community service experts, focus groups with professionals who represent and/or serve the community or residents, and focus groups with residents. Individuals representing vulnerable populations, including low-income, minority, LGBTQ, individuals with disabilities, limited English-proficient, and medically underserved, were included.[12]
AI, in collaboration with the hospital, generated primary research protocols based on facilitated discussion among the CHNA team's members about what they wanted to learn during the 2021–2023 CHNA. The study team sought to build upon prior CHNAs by focusing the primary research on topics and subpopulations that are less well understood by the statistical data. For example, the experiences of the population of disabled individuals in the hospital's primary service area are often obscured by statistics that represent the entire county's population. The 2023 study team specifically convened a focus group of professionals who serve disabled individuals and older adults to better understand this population through primary qualitative research.

Actionable Insights conducted the key informant interviews and focus groups for this assessment. AI recorded each interview and focus group as a standalone piece of data. Recordings were transcribed, and then AI used qualitative research software tools to analyze the transcripts for common themes. AI also tabulated how many times health needs were prioritized by each of the focus groups or described as a priority in a key informant interview. Washington Hospital used this tabulation to assess community health priorities.

Across the key informant interviews and focus groups, AI solicited input from 27 community leaders and representatives of various organizations and sectors.[13] These representatives either work in the health field or in community-based organizations focused on improving health and quality of life conditions by serving those from IRS- and California HCAI-identified vulnerable populations.

See *Attachment 1: Community Leaders, Representatives, and Members Consulted* for the names, titles, and expertise of these leaders and representatives, as well as the date and mode of consultation (focus group or key informant interview). See *Attachment 4: Qualitative Research Protocols* for details on the protocols and questions used.

Key Informant Interviews

In October 2022, Actionable Insights spoke with seven experts from Alameda County Public Health and various organizations in Southern Alameda County. Interviews were conducted virtually via Zoom for approximately one hour. Prior to each interview, participants were asked to complete a short online survey, in which they were asked to identify the health needs they felt were the most pressing among the people they serve. Interviewees could choose up to three needs from the list of needs presented to

[12] The IRS requires that community input include the low-income, minority, and medically underserved populations. California's HCAI requires that community input include the IRS-identified populations as well as vulnerable populations such as LGBTQ, unhoused individuals, individuals with disabilities, and individuals with limited English proficiency.

[13] Note that one of these individuals was both a key informant interviewee and a focus group attendee. This individual is counted only once in the total of 27, but is listed in both sections.

them, which had been identified in the hospital's service area in 2020, or could write in needs that were not on the 2020 list. Also in the survey, participants were advised of how their interview data would be used and were asked to consent to be recorded. Finally, participants were offered to be listed in the report and were asked to provide some optional basic demographic information.

Discussions centered around four questions for each health need prioritized by interviewees:

- How do you see the need playing out?
- Which populations are experiencing inequities with respect to this need?
- How have things changed in the last few years, related to this need?
- What is needed (including models/best practices) to better address this need?

AI sent a similar survey to focus group participants and asked focus groups the same questions during discussion. These questions were modified appropriately for each audience. Focus group discussions centered on the needs that had received the most votes from prospective participants in the online pre-survey.

See *Attachment 4: Qualitative Research Protocols* for complete protocols and questions, including pre-surveys. See *Attachment 1: Community Leaders, Representatives, and Members* Consulted for a list of key informants and focus group or interview details.

Focus Groups

AI conducted four focus groups in Southern Alameda County with a total of 21 professionals and 22 residents between September and November 2022. CHNA team members and/or nonprofit hosts recruited participants for the groups. To provide a voice to the community it serves, and in alignment with IRS regulations and California AB1204 (2021), the groups focused on vulnerable residents, including the unhoused, people with disabilities, LGBTQ, medically underserved, low-income, of a minority population, or those with limited English proficiency. Focus groups were asked the same questions as key informants, modified appropriately for each audience.

Table 1. List of Focus Groups Conducted for CHNA 2023

Topic or Population	Focus Group Host/Partner	Date	Number of Participants
Southern Alameda County	South County Partnership	9/20/2022	8
Disability community & older adults	Washington Hospital	10/7/2022	13
Spanish-speaking community members*	Newark Promotores Network	10/14/2022	15
English-speaking BIPOC community members*	Washington Hospital	11/8/2022	7

* Indicates resident/community member group.

CHNA Participant Demographics

A total of 49 people participated in focus groups or interviews for the CHNA. Thirty-nine participants (80%) provided demographic data.

The charts below show the age ranges of participants (N=39), as well as their race (N=38); note that individuals could choose more than one race. More than two in five (41%) participants were of Hispanic/Latino ethnicity (N=39). Most participants (90%) identified as female, with almost all of the rest identifying as male. On average, participants were aged 48 years.

Figure 5. Participant Age Groups

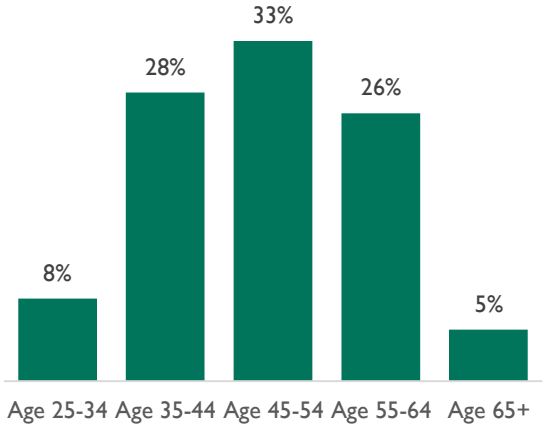
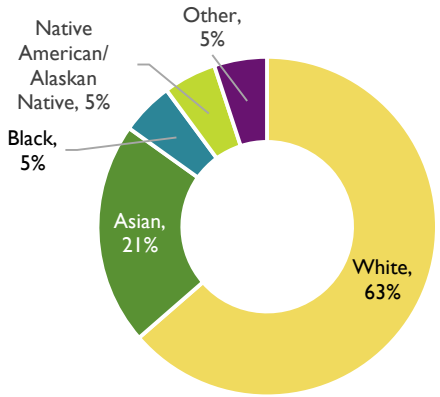


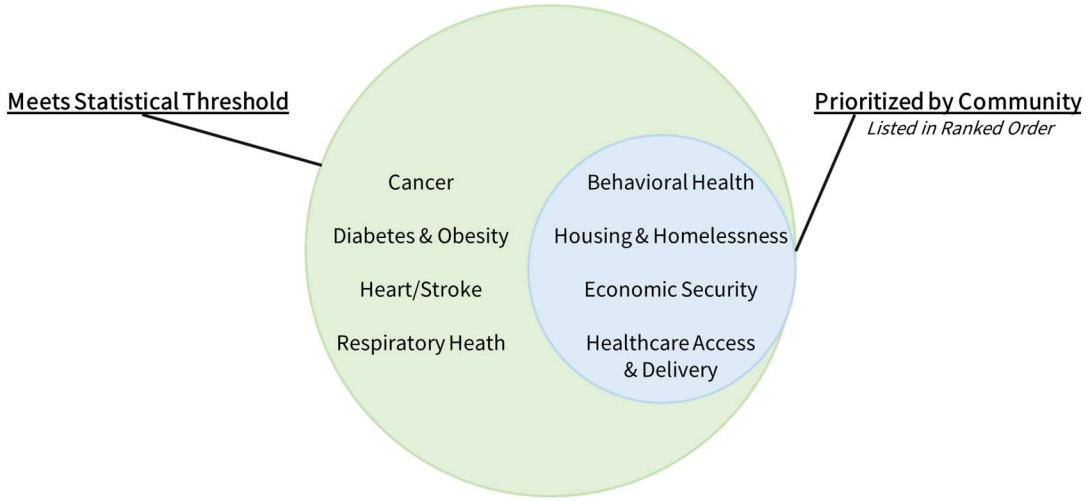
Figure 6. Participant Racial/Ethnic Groups



IDENTIFICATION OF COMMUNITY HEALTH NEEDS

In the analysis of quantitative and qualitative data, many health issues surfaced. To be identified as a community health need, an issue had to meet certain criteria, listed below Figure 7. See the *Definitions* box on the next page for additional terms and definitions.

Figure 7. Washington Hospital 2023 Health Needs Rubric



Health Needs Identification Criteria

1. Meets the definition of a health need (see the *Definitions* box, below).
2. At least two indicators for the health issue are available for the subcounty area.[14]
3. Meets the statistical data criteria:[14]
    a. Multiple indicators are worse than the county by 5% or more, or
    b. Multiple inequities by race/ethnicity are a concern.
4. Meets the community priority criterion: Prioritized (i.e., voted in as top three to discuss) by at least one-half of all community input cases (interviews or focus groups).

In 2023, this process led to the identification of eight community health needs that fit the criteria. That list of needs, in descending order of priority, appears below.

PRIORITIZATION OF HEALTH NEEDS

The IRS CHNA requirements state that hospital facilities must identify and prioritize the significant health needs of the community. As described previously, Actionable Insights solicited qualitative input from focus group and interview participants about which needs they thought were the highest priority (i.e., most pressing).

The hospital used this feedback to identify and rank the significant health needs as follows:

- Behavioral Health
- Housing & Homelessness
- Economic Security
- Diabetes & Obesity (tied)
- Heart/Stroke (tied)
- Healthcare Access & Delivery
- Respiratory Health
- Cancer

See *Section 6: 2023 Prioritized Community Health Needs* (pages 30-41) for a summarized description of each need. For further details, including statistical data, see *Attachment 2: Secondary Data Tables*.

DEFINITIONS

Health indicator: A characteristic of an individual, a population, or an environment that can be measured (directly or indirectly) and used to describe one or more aspects of the health of an individual or population.

Health need: A poor health outcome and its associated risk(s), or a risk that may lead to a poor health outcome.

Health outcome: A snapshot of a disease/health event in a community that can be described in terms of both morbidity (illness or quality of life) and mortality (death).

Health risk: A behavioral, social, environmental, economic, or clinical care factor that impacts health. May be a social determinant of health.

Health Disparities and Inequities

Washington Hospital acknowledges the health impacts that come from racial/ethnic disparities. It is clear that inequitable health and economic outcomes can be attributed in part to structural and institutional

[14] For any Southern Alameda city (Fremont, Newark, and Union City) or Assembly District 20 (2019).

racism.[15] For example, BIPOC community members may cope with toxic stress due to their experiences of discrimination. The physical toll this can take on their bodies has no equivalent among white Americans. Additionally, inflammation from toxic stress contributes to greater comorbidities among the BIPOC population in the U.S. compared to whites.[16] BIPOC individuals are also more likely to work higher-risk and/or low-wage jobs, in part due to employment discrimination[17], and to live in crowded or substandard conditions and impoverished neighborhoods, in part due to historical red-lining policies and present-day housing discrimination.[18] All of these issues contribute to poorer health outcomes for BIPOC community members than white people for nearly all health conditions, including COVID-19 infection.

With regard to economic outcomes, people of color are more likely to have less formal schooling than whites, in part due to education discrimination[19] and in part because they are more likely to attend segregated, under-performing schools.[20] This, combined with possible employment discrimination, makes it more likely that they'll earn less, too.

COVID-19

In late 2019, a new coronavirus (SARS-CoV-2) appeared. It causes a respiratory illness that is now called COVID-19. The ensuing pandemic has been a health event of historic proportions. In absolute terms, the COVID-19 pandemic has surpassed the 1918 influenza (H1N1) pandemic, which killed 550,000 Americans (0.5% of the U.S. population at that time).[21]

The COVID-19 pandemic shows signs of continuing for the foreseeable future. In Alameda County, the numbers of COVID-19 cases and deaths peaked several times in 2020, 2021, and 2022. However, vaccinations—which began in early 2021—appear to be mitigating local hospitalizations and deaths.

See the next page for more information and statistics on COVID-19 infections, vaccinations, and deaths as of March 2023.

[15] Garcia, M. A., Homan, P. A., García, C., & Brown, T. H. (2020). The color of COVID-19: structural racism and the pandemic's disproportionate impact on older racial and ethnic minorities. *The Journals of Gerontology: Series B*. Retrieved from https://digitalcommons.unl.edu/cgi/viewcontent.cgi?article=1735&context=sociologyfacpub

[16] Adler, N. E., & Rehkopf, D. H. (2008). U.S. disparities in health: descriptions, causes and mechanisms. *Annual Review of Public Health*, 29:235–252.

[17] See meta-analysis: Neumark, D. (2018). Experimental research on labor market discrimination. *Journal of Economic Literature, 56*(3), 799-866. Retrieved from https://www.nber.org/system/files/working_papers/w22022/w22022.pdf

[18] Acevedo-Garcia, D., Noelke, C., & McArdle, N. (2020). *The Geography of Child Opportunity: Why Neighborhoods Matter for Equity*. Diversitydatakids.org, Institute for Child, Youth and Family Policy, The Heller School for Social Policy and Management, Brandeis University: Waltham, MA. Retrieved from https://www.diversitydatakids.org/sites/default/files/file/ddk_the-geography-of-child-opportunity_2020v2.pdf

[19] Adair, J. K. (2015). The impact of discrimination on the early schooling experiences of children from immigrant families. Washington, DC: Migration Policy Institute. Retrieved from https://www.migrationpolicy.org/research/impact-discrimination-early-schooling-experienceschildren-Immigrant-families

[20] Reardon, S.F., Weathers, E.S., Fahle, E.M., Jang, H., & Kalogrides, D. (2019). Is separate still unequal? New evidence on school segregation and racial academic achievement gaps. Retrieved from https://cepa.stanford.edu/content/separate-still-unequal-new-evidence-school-segregationand-Racial-academic-achievement-gaps

[21] Noymer, A., & Garenne, M. (2000). The 1918 influenza epidemic's effects on sex differentials in mortality in the United States. *Population and Development Review*, *26*(3), 565–581. Retrieved from https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2740912/. And Centers for Disease Control and Prevention. (2019).

These issues drove Washington Hospital to incorporate racial/ethnic disparities in the CHNA in the following ways, including as a key health need criterion:

- Compared data by race/ethnicity when available (see *Attachment 2: Secondary Data Tables*).
- Compared data by sub-county geographies when available (see *Attachment 2: Secondary Data Tables*).
- Asked every single key informant and focus group to identify local populations they felt were experiencing inequities related to each need that the informant or focus group prioritized (see *Attachment 4: Qualitative Research Protocols*).
- Among other criteria, identified an issue as a health need if multiple inequities by race/ethnicity were a concern (see *Identification of Community Health Needs* sub-section above).

COVID-19 *continued*

Because COVID-19 is a new virus, many health effects and healthcare needs are still emerging. This CHNA report summarizes what the participating hospitals know so far about the health condition and its social determinants. The hospital will continue to monitor and address health effects, trends, and healthcare needs of COVID-19 as it learns more about the disease, its progression, and its short- and long-term impacts.

Women in particular left the workforce in large numbers in 2020 and 2021, The pandemic has exacerbated existing inequities in the health and welfare of vulnerable populations in the U.S., when school closures created a need for child care, a responsibility much more likely to fall on their shoulders than men's. While Washington Hospital acknowledges the negative health effects of COVID-19 itself, this CHNA report focuses on identifying the broader health inequities and socioeconomic consequences of COVID-19 in its service area causing disproportionate illness and mortality for people in minority racial and ethnic groups (i.e., Black, Indigenous, and people of color: BIPOC), people with certain pre-existing health conditions, people living in crowded conditions, and people who are classified as "essential workers" (at higher risk of workplace exposure).[22] More than one in four people (28%) who were infected experience "long COVID," a set of lingering symptoms including "fatigue, body aches, shortness of breath, difficulty concentrating" that lasts a year or more.[23] And a small but not insignificant percentage (5%) of the U.S. adult population reports "struggling with activity limitations from long COVID."[23]

Perhaps the most far-reaching impacts of COVID-19 are socioeconomic. The government mandates shutting down or limiting activities in major industries (tourism, hospitality, brick-and-mortar retail and services, etc.) exacerbated the inequities experienced by many of the vulnerable populations identified above. Women, BIPOC, young people (ages 16–24), and those with low income (usually defined as less than 80% of the area median income) or without college degrees have also been impacted by job loss, housing insecurity, food insecurity, and other difficulties, all of which are likely to persist.

1918 Pandemic (H1N1 virus). Retrieved from https://www.cdc.gov/flu/pandemic-resources/1918-pandemic-h1n1.html

[22] Campbell, J. (2020). What are essential services and jobs during the coronavirus crisis? *Huffington Post*. Retrieved from: https://www.huffpost.com/entry/what-are-essential-services-jobs_l_5e74eaacc5b6f5b7c543370c

[23] Data: Burns, A. (2023). *Long COVID: What Do the Latest Data Show?* Kaiser Family Foundation. Retrieved from https://www.kff.org/policy-watch/long-covid-what-do-latest-data-show/

6. 2023 PRIORITIZED COMMUNITY HEALTH NEEDS

SUMMARIZED DESCRIPTIONS OF PRIORITIZED NEEDS

1 Behavioral Health

What Is the Issue?

Mental health—emotional and psychological well-being—is key to personal well-being, healthy relationships, and the ability to function in society.[24] According to the U.S. Substance Abuse and Mental Health Services Administration, 21% of the adult U.S. population was coping with a mental illness in 2020, and rates were highest among young adults (over 30% among people ages 18 to 25).[25] Mental and physical health are often closely related. For example, depression and anxiety can affect one's ability for self-care. Likewise, chronic diseases can lead to negative impacts on an individual's mental health.[26] Additionally, the use of substances such as alcohol, tobacco, and legal and illegal drugs can lead or contribute to many social, physical, mental, and public health problems, both for the individual using them and also their families and communities. Increasingly, substance use is seen as a disorder that can develop into a chronic illness requiring lifelong treatment and monitoring.[27]

Why Is It a Health Need?

The community considered behavioral health a strong priority, as evidenced by the fact that it was discussed at length in almost all key informant interviews and focus groups. The lack of access to behavioral health services and facilities was cited, including information about how to access existing resources. Not surprisingly, pandemic isolation was a big concern, especially for older adults, those with medical vulnerabilities, and LGBTQIA+ residents who may already have felt disconnected from their families at home and seek connection in community centers. Parents expressed concern about alcohol and drug use, which is supported by the data below. Students also report depression-related feelings at higher rates in some cities than in the county. Also, adult binge drinking and 7th grade binge drinking are both higher in Newark than in the county.

In terms of racial inequity, white, Black, and Hispanic/Latino students usually have highest rates of alcohol and drug use (see charts in *Figure 8*) but the only group that is worse than the county is in Newark Unified School District; 18% of Black youth use drugs and alcohol compared to 16% of Black youth in Alameda County overall. Also, multiracial adults and white adults have higher rates of likely serious psychological distress (24% and 13% respectively) than in the county overall (10%).

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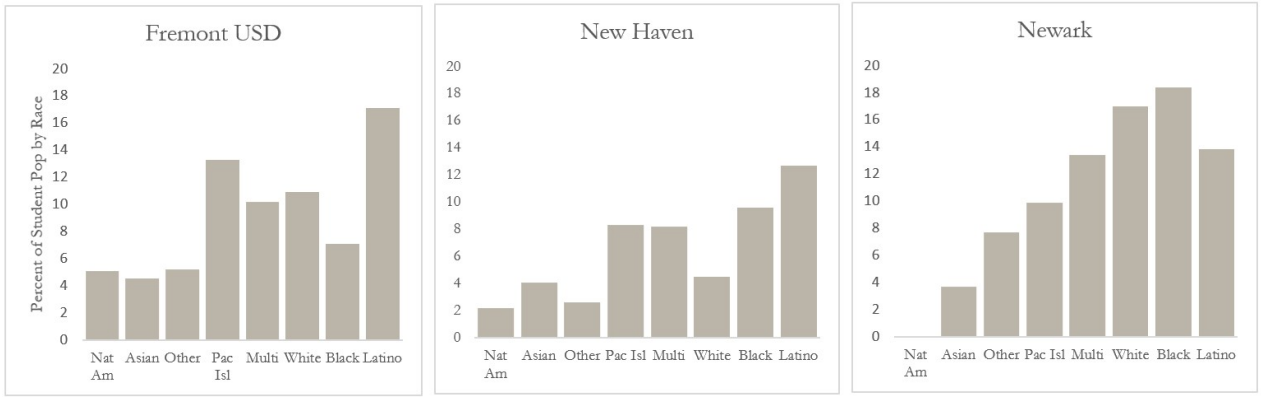
[24] Office of Disease Prevention and Health Promotion. (2018). *Mental Health and Mental Disorders*.

[25] U.S. Substance Abuse and Mental Health Services Administration (SAMHSA). (2021). Key Substance Use and Mental Health Indicators in the United States: Results from the 2020 National Survey on Drug Use and Health. U.S. Department of Health and Human Services, SAMHSA. Retrieved from https://www.samhsa.gov/data/sites/default/files/reports/rpt35325/NSDUHFFRPDFWHTMLFiles2020/2020NSDUHFFR1PDFW102121.pdf

[26] Lando, J., & Williams, S. (2006). A logic model for the integration of mental health into chronic disease prevention and health promotion. *Preventing Chronic Disease.* 2006 Apr. *3*(2): A61.

[27] Office of Disease Prevention and Health Promotion. (2018). *Substance Abuse.*

Figure 8. Student Alcohol and Drug Use by Race/Ethnicity for School Districts in Washington Hospital Service Area (Percentage)



Note: Nat Am=American Indian/Alaskan native; Pac Isl=Pacific Islander/native Hawaiian; Multi=Two or more races; Latino= Hispanic/Latina/o. Source: California Healthy Kids Survey. 2017-2019.

If I need mental healthcare, I can call and I'll get an appointment eight, 10 weeks out. [Somebody] who is on the street or in a harmful situation, they don't have eight to 10 weeks. Asking somebody to hold on that long to get care is like asking a fish to ride a bicycle, it's just not going to happen. So having access [for] somebody who is like, "In this moment, I would accept care right now." Cool. How do we connect? And I suspect it's a whole workforce issue, that there's just not enough people. Being able to move quickly to [provide] culturally responsive, appropriate care, it's just a giant gap. It's this giant, giant gap that we're facing.

– South County Partnership member

Table 2. Concerning Indicators for Behavioral Health

Indicator Name	Fremont	Newark	UC	AC
Alcohol: Binge Drinking, Adults (percent)	15.1	16.7	14.3	15.8
Alcohol/Drug Use in Past Month: 7th Grade (percent)	3.2	6.7	6.4	5.1
Alcohol/Drug Use in Past Month: 9th Grade (percent)	7.1	10.8	18.3	13.3
Alcohol/Drug Use in Past Month: NT (percent)	48.6	31.9	28.6	42.3
Alcohol: Binge Drinking: 7th Grade (percent)	0.2	0.8	0.1	0.2
Depression-Related Feelings: 7th Grade (percent)	22.1	28.6	34.7	25.6
Depression-Related Feelings: 9th Grade (percent)	27.6	34.5	41.5	29.9
Depression-Related Feelings: 11th Grade (percent)	36.9	**36.0**	41.4	35.2
Depression-Related Feelings: NT (percent)	42.9	32.4	47.1	37.4

Notes: Binge drinking is two or more occasions where five or more drinks of alcohol within a couple of hours were consumed. Brown shading indicates a statistic is worse than the county by 5% or more. UC stands for Union City; AC stands for Alameda County. NT stands for students in non-traditional schools. See *Attachment 2: Secondary Data Tables* for all sources.

2 Housing & Homelessness

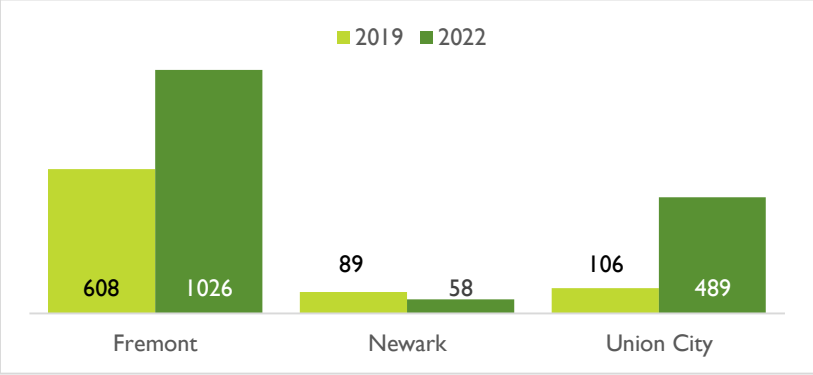
What Is the Issue?

The physical condition of a home, its neighborhood, and the cost of rent or mortgage are strongly associated with the health, well-being, educational achievement, and economic success of those who live inside.[28] Even when housed, if that housing is not affordable and exceeds 30 percent of a household's annual income, a family is often unable to afford other necessities, such as food, clothing, transportation, and medical care.[29] The U.S. Department of Health and Human Services also notes that "people with the lowest incomes may be forced to rent substandard housing that exposes them to health and safety risks."[30] Further, people who are experiencing homelessness have been shown to have more healthcare issues than people who aren't, to suffer from preventable illnesses at a greater rate, to require longer hospital stays, and face a greater risk of premature death.[31] Healthcare systems must monitor the local homeless population and identify the population's health needs. Additionally, remaining aware of housing conditions and affordability for all populations helps to inform a hospital's related efforts in the community.

Why Is It a Health Need?

The cost of housing in the Bay Area is extremely expensive, and the community identified this as one of the most pressing health needs. Because housing is difficult to afford, community members described seeing more people struggling with other living expenses. The number of homeless people in Alameda County has increased in the last two years (by 22%), a trend also seen in Fremont and Union City. In Fremont and Union City, the proportions of people who are unsheltered are worse than in the county.

Figure 9. Total Homeless Population by City and Year



Source: Applied Survey Research. Alameda County Point-in-Time Count. 2022.

[28] Pew Trusts/Partnership for America's Economic Success. (2008). *The Hidden Costs of the Housing Crisis.* See also: The California Endowment. (2015). *Zip Code or Genetic Code: Which Is a Better Predictor of Health?*

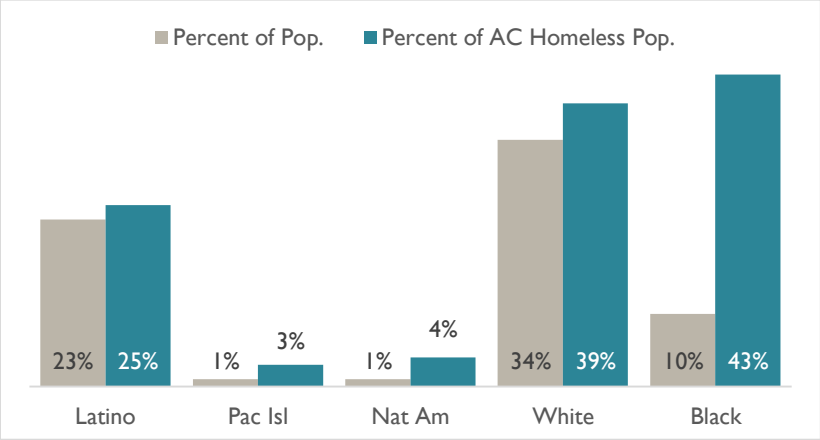
[29] U.S. Department of Housing and Urban Development. (2018). *Affordable Housing.*

[30] U.S. Department of Health and Human Services. (Undated). Housing Instability. U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion, Healthy People 2030.

[31] O'Connell, J.J. (2005). *Premature Mortality in Homeless Populations: A Review of the Literature*. Nashville, TN: National Health Care for the Homeless Council.

Community members have taken note of the increase in people living in cars and encampments. In addition, emergency shelter space has been more limited because of COVID restrictions; this reduction in the number of beds impacts those who are escaping domestic abuse. We also know that some populations, especially Black residents, are overrepresented in the homeless population (i.e., the percent of homeless who are Black residents is much larger than the proportion of the overall population who are Black). (See *Figure 9*, previous page.)

Figure 10. Populations Overrepresented in the Alameda County Homeless Population



Source: Applied Survey Research. Alameda County Point-in-Time Count. 2022.

Table 3. Concerning Indicators for Housing & Homelessness

Indicator Name	Fremont	Newark	UC	AC
Total Homeless Count	1,026	58	489	9,747
Unsheltered homeless (percent of total count)	84	55	100	73
Chronically homeless (percent of total count)	27	48	--	28

Notes: HUD defines sheltered homeless persons as adults, children, and unaccompanied children who, on the night of the count, are living in shelters for the homeless. Brown shading indicates a statistic is worse than the county by 5% or more. UC stands for Union City; AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

Our city just pushed out $15 million in rental assistance for folks, so right now we're still under an eviction moratorium for Alameda County... And so, I think when that moratorium is lifted, eventually we're going to see a lot of evictions and potentially more people ending up either having to leave the area or ending up in the homeless category.

– South County Partnership member

3 Economic Security

What Is the Issue?

Social and economic environments are the greatest determinants of a population's health,[32] with a strong link between higher income and/or social status and better health. Childhood poverty has lasting effects: Even when economic and social environments later improve, childhood poverty still results in poorer long-term health outcomes.[33] Numerous studies have found that access to economic security programs (i.e., SNAP—formerly referred to as food stamps) and policies that positively influence economic conditions result in better long-term health and social outcomes.[34] Additionally, the National Poverty Center reports that increased education is associated with decreased rates of most acute and chronic diseases.[35] It is well established that educational attainment, employment rates, and household income are key indicators that show the economic vitality of an area and the buying power of individuals, including their ability to afford basic needs such as housing and healthcare.

Why Is It a Health Need?

Community input about economic security was dominant in every case; this input made up the highest proportion of the discussion after healthcare access and delivery. The community described the high cost of living, and difficulty securing employment for individuals with health issues, disabilities, or those experiencing homelessness. The community described a sharp rise in food insecurity in summer 2022. Overall, people were worried about an increase of residents losing their housing due to economic difficulties. In Newark and Union City per capita income is lower (6% and 13% respectively) than Alameda County. However, most data indicators, including measures of poverty, are favorable for Washington Hospital's service area cities. Data also show inequities by race (see table). Overall, most BIPOC populations have lower incomes than their counterparts and higher proportions of their populations who are living in poverty. Also, the proportions of youth not in school nor working are higher in Newark (1.7%) and Union City (1.8%) than in the county overall (0.7%).

Table 4. Concerning Indicators for Economic Security by Race/Ethnicity

Indicator Name	Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	AC
Median Household Income	$83.0k	$82.7k	$130.2k	$97.5k	$56.7k	$120.5k	$99,712	$104.9k
Per Capita Income	$28.7k	$34.2k	$51.5k	$32.5k	$37.3k	$70.2k	$33,147	$49.9k
Children Living Below FPL	14.6%	15.3%	5.1%	13.5%	27.0%	5.0%	8.1%	10.2%

[32] County of Los Angeles Public Health. (2013). Social Determinants of Health: How Social and Economic Factors Affect Health.

[33] World Health Organization. (2018). *The Determinants of Health.*

[34] Center on Budget and Policy Priorities. (2018). Economic Security, Health Programs Reduce Poverty and Hardship, With Long-Term Benefits.

[35] Cutler, D.M., & Lleras-Muney, A. (2006). National Bureau of Economic Research. *Education and Health: Evaluating Theories and Evidence* (No. w12352).

Indicator Name	Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	AC
Families Living Below FPL	9.0%	12.4%	4.7%	8.5%	13.5%	2.6%	6.4%	5.8%
Aged 65+ Living Below FPL	9.9%	22.4%	12.4%	10.6%	15.8%	6.3%	9.3%	9.8%

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Latino stands for Hispanic/Latina/o. Nat Am stands for Native American/Alaskan native. Pac Isl stands for Pacific Islander/native Hawaiian. Multi stands for multiple races/ethnicities. AC stands for Alameda County. FPL stands for Federal Poverty Limit. See *Attachment 2: Secondary Data Tables* for all sources.

For Alameda County, there's an index for what it actually costs to live in our county. If you look at that and you look at the incomes of our population, about 20 percent of people are kind of hanging on by their toenails to stay housed, and that's not counting things like saving for a college education for your kid or taking a vacation. It's just the basics for a family to survive.

– South County Partnership member

4 Diabetes & Obesity

What Is the Issue?

Nutrition and exercise are important aspects of a healthy lifestyle. The benefits of a healthy diet include preventing high cholesterol and high blood pressure, reducing the risks of developing diseases including cancer and diabetes, and helping to reduce the risks of obesity, osteoporosis, and dental cavities.[36] Getting regular exercise can reduce the risk of cardiovascular disease, type 2 diabetes, some cancers, and other physical issues,[37] while also strengthening bones and muscles, preventing falls for older adults, and increasing lifespan.[38] Despite the well-known benefits, most people do not follow recommended healthy food and exercise guidelines. Most significantly, a poor diet and lack of regular exercise can lead to adult and childhood obesity, a serious and costly health concern in the U.S. that often results in some of the leading causes of preventable death,[39] including type 2 diabetes.[40]

Why Is It a Health Need?

The community expressed the need for not only access to healthy food in grocery stores, but also to nutrition education in schools and communities. They also called out the need for recreation programs to prevent diabetes and more safe spaces to recreate/walk in their neighborhoods. This category met the threshold for a health need because of the statistical data; the proportions of children who are overweight are higher in Newark and Union City than in the county and state overall. Notably, the rates

[36] United States Department of Agriculture. (2016). *Why Is It Important to Eat Vegetables?*

[37] The Mayo Clinic. (2016). Exercise: 7 Benefits of Regular Physical Activity.

[38] Harvard Health Publishing/Harvard Medical School. (2013). Balance Training Seems to Prevent Falls, Injuries in Seniors.

[39] Centers for Disease Control and Prevention. (2016). *Childhood Obesity Causes & Consequences*. See also: Centers for Disease Control and Prevention. (2018). *Adult Obesity Causes & Consequences*.

[40] Centers for Disease Control and Prevention (2018). *Diabetes Quick Facts.*

of adults with diabetes are worse in all three service area cities, and rates of diabetes ED visits and hospitalization are issues in Fremont and Newark. Also, there are inequities by race for adult obesity and diabetes. (See tables.)

Table 5. Concerning Indicators for Diabetes & Obesity

Indicator Name	Fremont	Newark	UC	AC
Adults with Diabetes (percent)	11.4	13.6	13.7	10.3
Diabetes ED Visits Rate	1396	2053.8	2280.7	1541
Diabetes Hospitalization Rate	1307.9	1592.1	1831.7	1512
Adults who are Obese (percent)	19.0	24.6	21.2	↑ 25.4
Children who are Overweight for Age (Ages 2-11) (percent)	13.3	15.0	15.2	↑ 14.3
Workers who Walk to Work (percent)	1.2	2.6	0.8	↑ 3.3

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Where trends were available, color-coded arrows are used to show directionality (green marks positive trends, and red marks negative trends.) UC stands for Union City; AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

Table 6. Concerning Indicators for Diabetes & Obesity by Race/Ethnicity

Indicator Name	Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	AC
Adults with Diabetes	10.1%		11.5%		13.8%	9.6%	2.1%	10.3%
Adults who are Obese	29.2%		10.9%		43.8%	28.0%	38.5%	25.4%
Workers who Walk to Work	3.3%	6.8%	3.1%	3.6%	2.3%	3.8%	3.7%	3.3%

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Latino stands for Hispanic/Latina/o. Nat Am stands for Native American/Alaskan native. Pac Isl stands for Pacific Islander/native Hawaiian. Multi stands for multiple races/ethnicities. AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

I'm someone who has diabetes… It's very difficult to find affordable organic food, food classes, nutrition classes… That's something that's very important because there's a large percentage of us who are suffering from this illness.

– Southern Alameda County resident

4 Heart/Stroke

What Is the Issue?

Nationally, some 84 million people suffer from a form of cardiovascular disease.[41] Heart disease is the #1 killer of both men and women,[42] and stroke is the fifth leading cause of death and a significant cause of serious disability for adults.[43] Recent research has established that disparities exist between minority and non-minority cardiovascular health outcomes across the U.S.[44] Although some risk factors for heart disease and stroke are not controllable (age, race/ethnicity, gender), some risk factors can be controlled (high blood pressure, high cholesterol, obesity, excessive alcohol consumption, smoking, an unhealthy diet, lack of physical activity). Left untreated, these risk factors can lead to changes in the heart and blood vessels. Over time, those changes can lead to heart attacks, heart failure, strokes, and other forms of cardiovascular disease.[45] Addressing risk factors early in life can help in preventing chronic cardiovascular disease.[46, 47]

Why Is It a Health Need?

Cerebrovascular issues such as stroke, heart disease, and heart attack are among the top causes of death in the county. Statistical data shows that service area cities fare worse than the county overall. The community did not discuss heart and stroke issues specifically, but they did call out the need for recreation programs to prevent heart problems and for nutritional education for older adults. Heart and stroke issues are considered a health need because of the statistical data. Notably, in Union City, residents have worse rates than other service area cities and the county for emergency department visits (stroke, hypertension, and heart failure), hospitalizations (heart disease, hypertension), and mortality (acute myocardial infarction, heart disease, and ischemic heart diseases). Stroke mortality has been decreasing in Fremont and Newark but increasing in Union City, and it is higher there than the Healthy People 2030 benchmark. No data are available by race/ethnicity.

Table 7. Concerning Indicators for Heart/Stroke

Indicator Name	Fremont	Newark	UC	AC
Stroke ED Visits Rate	45.1	54.0	68.9	56.2
Hypertension ED Visits Rate	2311.1	2994.1	3517.9	2827.2
Heart Failure Emergency Dept Visit Rate	339.4	**423.5**	481.5	413.9

[41] Johns Hopkins Medicine. (2018). *Cardiovascular Disease Statistics.*

[42] Centers for Disease Control and Prevention. (2017). *Heart Disease Facts.*

[43] Centers for Disease Control and Prevention. (2018). *Stroke.*

[44] Graham, G. (2015). Disparities in cardiovascular disease risk in the United States. *Current Cardiology Reviews, 11*(3): 238-–245.

[45] American Heart Association. (2017). *What Is Cardiovascular Disease?*

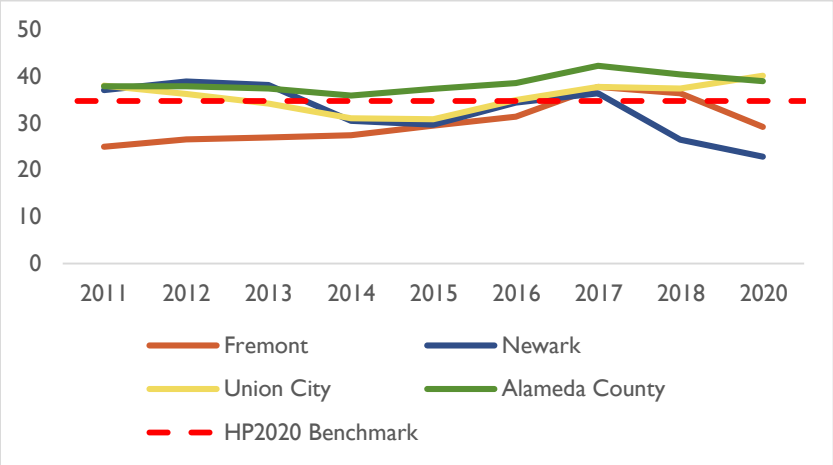
[46] The Mayo Clinic. (2016). Strategies to Prevent Heart Disease.

[47] Centers for Disease Control and Prevention. (2017). *Leading Causes of Death.*

Indicator Name	Fremont	Newark	UC	AC
Heart Disease Hospitalization Rate	464.6	534.4	622.2	565.7
Hypertension Hospitalizations Rate	1936.8	2264.3	2736.9	2520.5
Acute Myocardial Infarction Mortality Rate	14.3	14.7	27.8	19.9
Heart Disease Mortality Rate	86.9	90.9	120.1	109.0
Ischemic Heart Diseases Mortality Rate	49.9	48.7	75.6	56.0

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Bold text indicates that an indicator is worse than the county but by less than 5%. UC stands for Union City; AC stands for Alameda County. ED stands for Emergency Department. See *Attachment 2: Secondary Data Tables* for all sources.

Figure 6: Stroke Mortality (Age-adjusted Rate per 100,000 pop.)



Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes I60-I69.

6 Healthcare Access & Delivery

What Is the Issue?

Access to comprehensive healthcare is important to everyone's health and quality of life.[48] Components of access to care include insurance coverage and adequate numbers of primary and specialty care providers. Components of delivery of care include quality, transparency, timeliness, and cultural competence/cultural humility. Limited access to healthcare and compromised delivery can hinder people's ability to reach their full potential. As reflected in statistical and qualitative data, barriers to receiving quality care include high costs and a lack of availability, insurance coverage, and/or cultural competence on the part of providers. These barriers lead to unmet health needs, delays in receiving appropriate care, and an inability to attain preventive services.

[48] Office of Disease Prevention and Health Promotion. (2015). http://www.healthypeople.gov

Why Is It a Health Need?

Access to healthcare and the experiences of receiving care were dominant in the community input. Costs of insurance and healthcare services are still unaffordable, even for those who have insurance. Also, some community members who are employed but have trouble making ends meet find it difficult to qualify for Medi-Cal.

Residents perceive that there is a relative lack of facilities in southern Alameda County compared to other areas of the county. Monolingual Spanish-speaking residents described problems communicating with doctors and being unable to participate in some community health programs. Communication is also difficult for non-verbal residents, including those who are Deaf/Hard of Hearing. LGBTQ+ community members described recent improvements in health care delivery, and also stressed that more health professionals need to become culturally competent to serve this population. Cultural competency in healthcare is also important for those in the service area from non-Western cultures; for example, some families make health decisions together, but clinicians often do not include family members or communicate with them. Professionals who gave input described the ongoing difficulty in retaining healthcare staff due to cost of living and outmigration, creating a lack of capacity to serve residents, particularly in non-English languages.

In terms of statistics, local data fare well compared to the county, including the proportion of insured residents, those who had recent physical and dental visits, and access to internet at home. However, there are notable inequities. Pacific Islanders have lower rates of adult health insurance than their peers (66.7%). Several subpopulations have more difficulty obtaining care compared to the county population overall (13.1%): Native American (94%), white (17.1%), and multiracial (29.7%), as well as women overall (16% compared to 10% for men).

Table 8. Concerning Indicators for Healthcare Access & Delivery by Race/Ethnicity

Indicator Name	Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	AC
Adults with Health Insurance (18-64)	90.3%		**93.4%**	66.7%	89.5%	96.3%	90.0%	93.2%
People Delayed or Had Difficulty Obtaining Care	6.9%	94.0%	11.1%		10.6%	17.1%	29.7%	13.1%

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. Latino stands for Hispanic/Latina/o. Nat Am stands for Native American/Alaskan native. Pac Isl stands for Pacific Islander/native Hawaiian. Multi stands for multiple races/ethnicities. AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

> *Even though those people are – they have a degree, they have a full-time job, and they work in a high-tech company, but they still want a physician or provider that speaks their own language. I think that when they become sick, they really want people to speak their own language. They feel much more comfortable.*
>
> *– BIPOC Southern Alameda County resident*

7 Respiratory Health (including COVID-19)

What Is the Issue?

Respiratory disorders affect the ability of the individual to breathe. Asthma, chronic obstructive pulmonary disorder (COPD), pneumonia, and lung cancer—each of which is chronic—are among the most common of respiratory disorders.[49] Asthma is an inflammation of the airways that causes them to swell and narrow, characterized by episodes of reversible breathing problems.[50] Symptoms range from mild to life-threatening. Asthma attacks can cause a range of issues from simple wheezing to extreme breathlessness.[51] According to the American Lung Association, "the most common risk factors for developing asthma [are] having a parent with asthma, having a severe respiratory infection as a child, having an allergic condition, or being exposed to certain chemical irritants or industrial dusts in the workplace."[52] In late 2019, a new coronavirus (SARS-CoV-2) appeared. It causes a respiratory illness that is now called COVID-19. The ensuing pandemic has been a health event of historic proportions. COVID-19 was one of the top three causes of death in the U.S. in 2021, while chronic lower respiratory disease was the sixth.[53]

Why Is It a Health Need?

Statistical data for Union City (below) qualified respiratory health as a need in the service area. Rates of visits to emergency departments for COPD and asthma hospitalizations among adults were both higher in Union City than in Alameda County. (Note that respiratory data by race are unavailable.)

While COVID-19 is an undeniable health condition that has impacted service area cities, the community did not prioritize it over other needs. Professionals did identify southern Hayward as a part of southern Alameda County that was hardest hit by COVID-19 infections. (See data about COVID-19 infections in the area in *Attachment 2: Secondary Data Tables*.)

Table 9. Concerning Indicators for Respiratory Health

Indicator Name	Fremont	Newark	UC	AC
Asthma Hospitalizations Rate (Adults 18+)	18.6	18.8	29.2	27.8
COPD Emergency Dept Visits Rate	355.3	**417.2**	437.1	413.5

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. UC stands for Union City; AC stands for Alameda County. COPD stands for Chronic Obstructive Pulmonary Disease. See *Attachment 2: Secondary Data Tables* for all sources.

[49] U.S. National Library of Medicine. (2018). *Lung Disease.*

[50] The Mayo Clinic. (2018). *Asthma Overview.*

[51] Centers for Disease Control and Prevention. (2018). *Asthma.*

[52] American Lung Association. (2018). *Asthma Risk Factors.*

[53] Centers for Disease Control and Prevention (CDC). (2021). *Leading Causes of Death.* CDC, National Center for Health Statistics. Retrieved from https://www.cdc.gov/nchs/fastats/leading-causes-of-death.htm

8 Cancer

What Is the Issue?

Cancer is a generic term used to describe more than 100 conditions[54] in which abnormal cells divide uncontrollably, invading and killing healthy tissue. These abnormal cells can metastasize to other parts of the body via the blood and lymph systems. Cancer in all of its forms is the second leading cause of death in the U.S., following heart disease.[55] High-quality screening can serve to reduce cancer rates; however, complex factors contribute to disparities in cancer incidence and death rates among different ethnic, socioeconomic, and otherwise vulnerable groups. While personal, behavioral, and environmental factors are significant (e.g., smoking, exposure to known carcinogens), the key risk factors for cancer are social determinants of health, including lack of access to healthcare, low socioeconomic status, the natural and built environment where people live, and "institutional racism and the chronic stress it causes."[56]

Why Is It a Health Need?

Cancer qualifies as a health need because of the racial/ethnic disparities that are evident. Local cancer data are for Assembly District 20 (as defined in 2010 and displayed in Table 10 below), an analogous area to Washington Hospital's service area. The overall cancer incidence rate (418.6) in Assembly District 20 is worse than that of Alameda County overall (371.0). The table below displays the most common cancers and rates for racial/ethnic populations where the population fares worse than Alameda County overall, and overall cancer incidence, which is higher for white, Black, and Latina/o residents than for residents of the county overall.

Table 10. Concerning Indicators for Cancer, Assembly District 20 (2019)

Indicator Name	Latino	Asian/ Pac Isl	Black	White	AC
Incidence Rate: Breast (female)	119.9	105.8	106.0	156.0	121.6
Incidence Rate: Prostate (male)	90.4	61.9	134.9	90.2	86.9
Incidence Rate: Colorectal	36.6	26.5	47.7	34.3	32.3
Incidence Rate: Melanoma	7.1	--	--	39.1	18.9
Incidence Rate: Pancreatic	14.5	9.6	--	11.4	11.8
Incidence Rate: Lung	33.7	33.0	31.2	42.0	38.7
Incidence Rate: All Sites	440.5	320.5	454.5	559.3	380.1

Notes: Brown shading indicates a statistic is worse than the county by 5% or more. AC stands for Alameda County. See *Attachment 2: Secondary Data Tables* for all sources.

[54] Centers for Disease Control and Prevention. (2018). *How to Prevent Cancer or Find It Early*.

[55] Centers for Disease Control and Prevention. (2021). *Leading Causes of Death*.

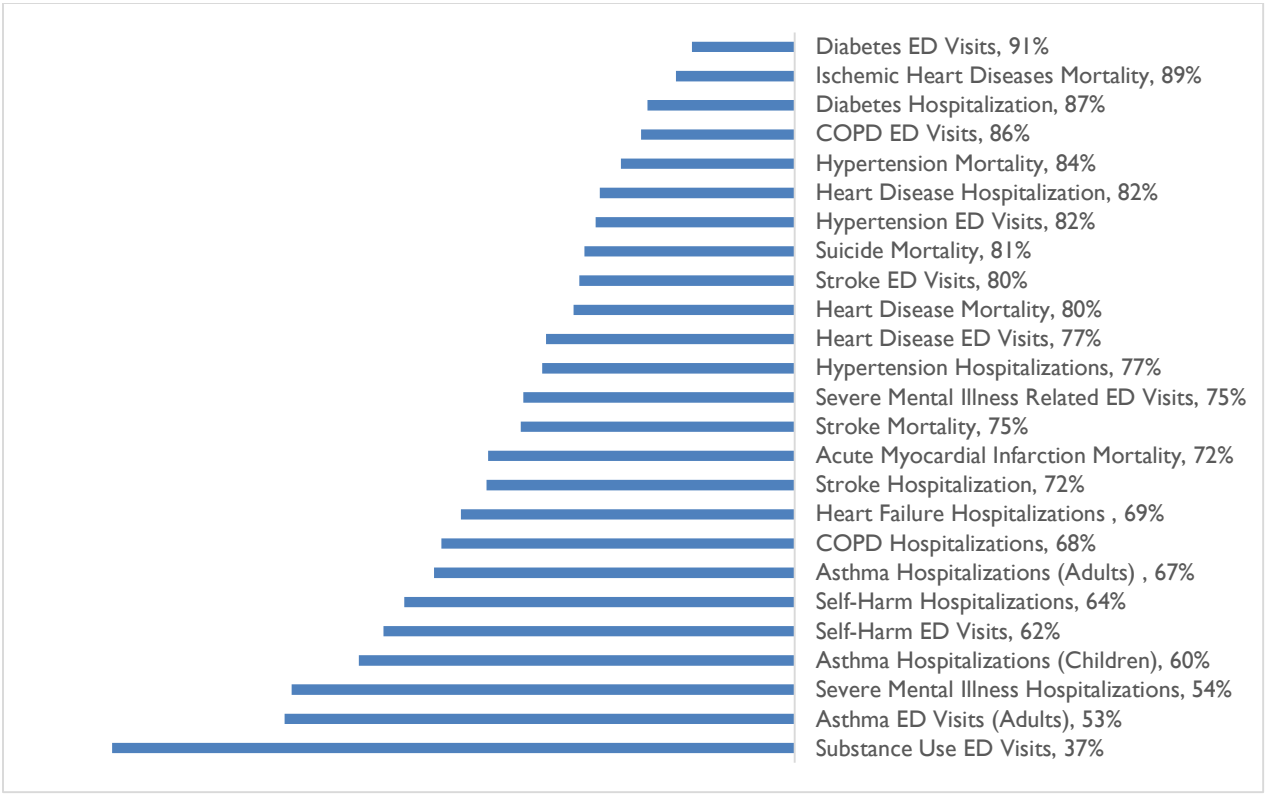
[56] National Cancer Institute. (2022). *Cancer Disparities*. Retrieved from https://www.cancer.gov/about-cancer/understanding/disparities

COMPARISON OF SERVICE AREA CITIES TO ALAMEDA COUNTY

In looking at key statistics, it is clear that certain cities in Washington Hospital's service area generally do better in comparison to Alameda County overall, while others do worse. The following charts compare each city's statistics to county statistics on 25 indicators related to four major health needs (Behavioral Health, Diabetes & Obesity, Heart/Stroke, and Respiratory Health).

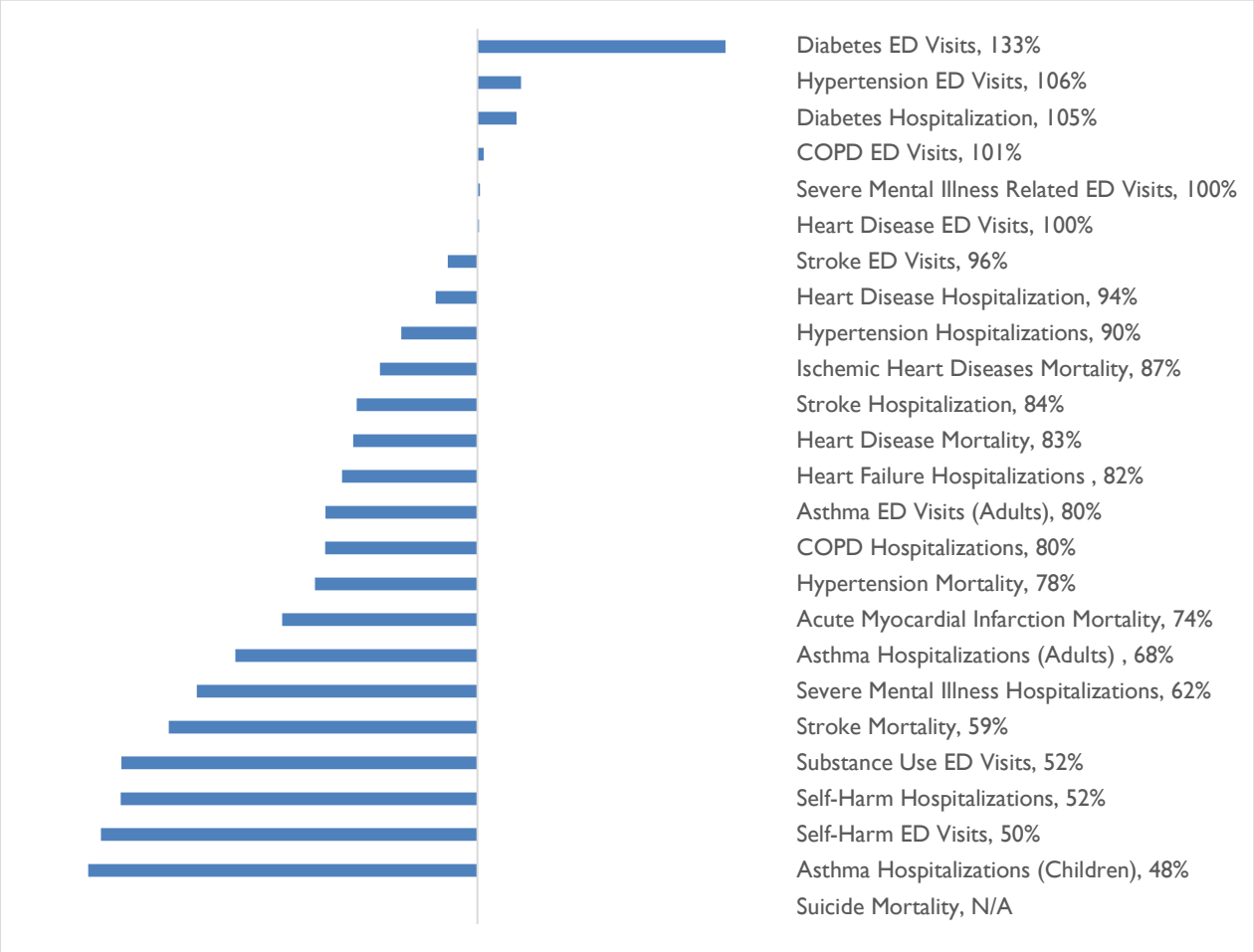
Fremont does better than the county on all 25 indicators. Two of the city's three worst indicators are related to Diabetes (ED visits and hospitalizations), and the third is ischemic heart disease mortality.

Figure 11. Fremont Comparison to Alameda County



Newark does better than the county on all but six of the 25 statistics. One of five Behavioral Health indicators (severe mental illness-related ED visits) is worse for Newark than the county.[57] Both Diabetes indicators (ED visits and hospitalizations) are worse. For Heart/Stroke, two of 12 indicators, hypertension and heart disease ED visits, are worse. Finally, one of five Respiratory Health indicators, COPD ED visits, is worse for Newark than the county.

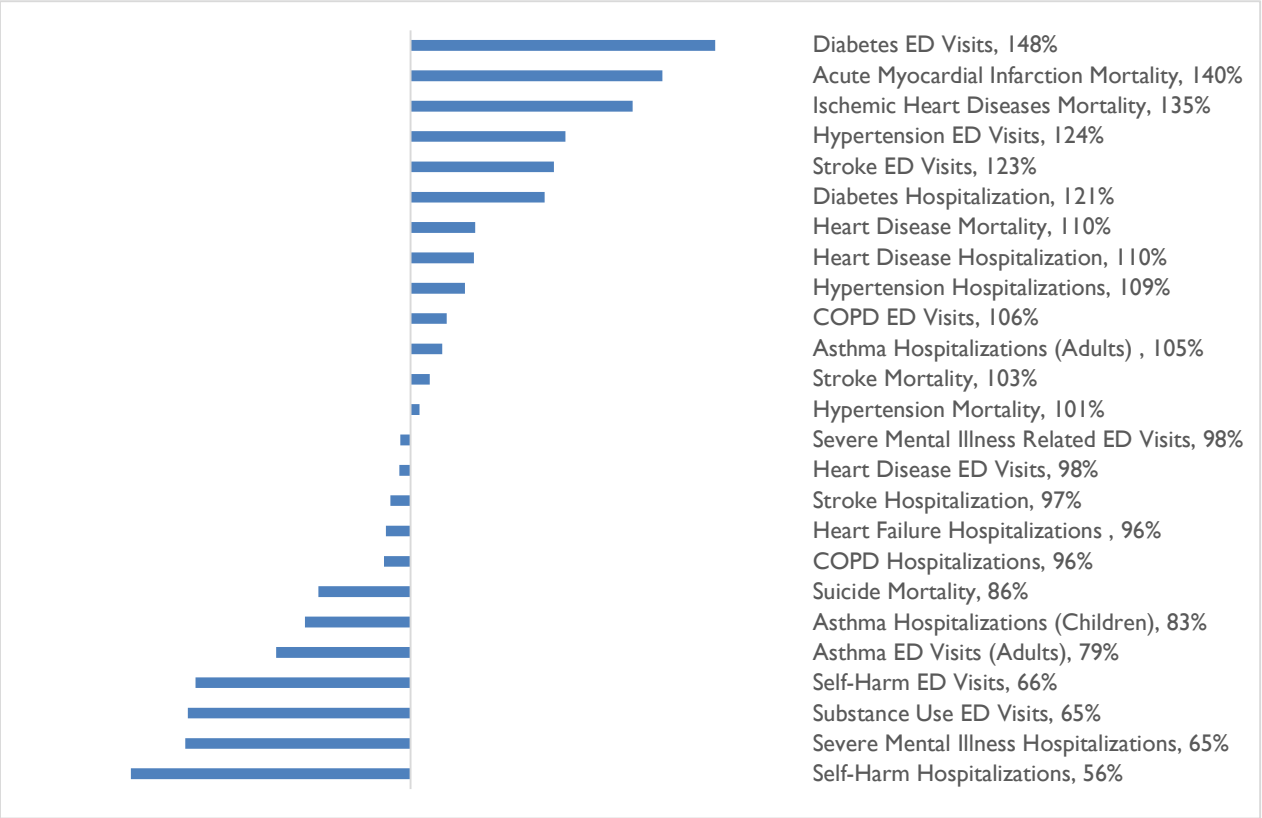
Figure 12. Newark Comparison to Alameda County



[57] For the sixth indicator, suicide mortality, there were too few suicides in Newark to generate a stable mortality rate that could be compared to the county.

Union City does better than the county on about half (12) of the 25 statistics, including all three Behavioral Health indicators. The city does worse on both Diabetes indicators (ED visits and hospitalizations). For Heart/Stroke, nine of the city's 12 indicators are worse; only stroke and heart failure hospitalizations and heart disease ED visits are better than the county's rates. Finally, two of five Respiratory Health indicators, COPD ED visits and adult asthma hospitalizations, are worse for Union City than the county.

Figure 13. Union City Comparison to Alameda County



7. COMMUNITY RESOURCES

Various hospitals and clinics, community-based organizations, government departments and agencies, and other resources in Southern Alameda County are engaged in addressing many of the community health needs identified by this assessment. Hospitals and clinics are listed below. For additional resources available to respond to the identified health needs of the local community, see *Attachment 3: Community Assets and Resources*.

HOSPITALS

- Alameda Health System, John George Psychiatric Hospital
- Fremont Hospital
- Kaiser Foundation Hospital-Fremont
- St. Rose Hospital
- Sutter Health Eden Medical Center
- Washington Hospital Healthcare System

FEDERALLY QUALIFIED HEALTH CENTERS

- Bay Area Community Health (multiple sites, incl. mobile clinics)
- Tiburcio Vasquez Health Center (multiple sites)

OTHER HEALTH CLINICS

- Alameda Health System (Hayward Wellness, Newark Wellness)
- Sutter Health Palo Alto Medical Foundation, Fremont Center
- Washington Township Medical Foundation (multiple sites)

8. CONCLUSION

Washington Hospital Healthcare System worked with its consultants, Actionable Insights, to complete the 2023 Community Health Needs Assessment. The 2023 CHNA meets federal and state requirements. By gathering secondary data and conducting new primary research, the hospital was able to understand the community's perception of health needs as well as prioritize health needs with consideration for how each compares against benchmarks.

The CHNA report was adopted by the Washington Township Health Care District Board of Directors on May 10, 2023.

Next steps for Washington Hospital Healthcare System:

- Make CHNA report publicly available on the Community Benefit page of the hospital's website by June 30, 2023.[58]
- Monitor community comments on the CHNA report (ongoing).
- Select priority health needs to address using a set of criteria.
- Develop strategies to address priority health needs (independently and/or with local partners).
- Ensure strategies are adopted by the hospital.

[58] https://www.whhs.com/about-us/community-connection/community-health-needs-assessment/

9. LIST OF ATTACHMENTS

1. Community Leaders, Representatives, and Members Consulted
2. Secondary Data Tables
3. Community Assets and Resources
4. Qualitative Research Protocols
5. IRS Checklist

ATTACHMENT 1: COMMUNITY LEADERS, REPRESENTATIVES, AND MEMBERS CONSULTED

The list below contains the names of leaders, representatives, and members who were consulted for their expertise in the community. Leaders were identified based on their professional expertise and knowledge of target groups including low-income populations, minorities, and the medically underserved.

ID #	Data Collection Method	Name, Title, Agency	Topic	# of People	Target Group(s) Represented	Role in Target Group	Date Input Was Gathered
Organizations							
1	Interview	James Wagner, Deputy Director of Clinical Operations, Alameda County Behavioral Health	Behavioral health	1	Low-income, medically underserved	Leader	10/11/2022
2	Interview	Alameda County Behavioral Health	Behavioral health	1	Low-income, medically underserved	Leader	10/11/2022
3	Interview	Yugi Albior, TransVision Supervisor, Bay Area Community Health (BACH)	LGBTQIA+ community	1	Medically underserved, minority groups	Leader, member	10/12/2022
4	Interview	Padmaja Magadala, HIV/TransVision Program Director, Bay Area Community Health (BACH)	LGBTQIA+ community	1	Medically underserved, minority groups	Leader	10/12/2022
5	Interview	Suzanne Shenfil, Director of Human Services, City of Fremont	Housing/ homelessness	1	Low-income, medically underserved	Leader	10/17/2022

ID #	Data Collection Method	Name, Title, Agency	Topic	# of People	Target Group(s) Represented	Role in Target Group	Date Input Was Gathered
6	Interview	Kimi Watkins-Tartt, Public Director, Alameda County Health Care Services Agency	Public health	1	Low-income, medically underserved, minority groups	Leader	10/24/2022
7	Interview	Evette Brandon, QIA Director, Alameda County Health Care Services Agency	Public health	1	Low-income, medically underserved, minority groups	Leader, member	10/24/2022
8	Focus Group	Host: South County Partnership	Southern Alameda County Health	8	Low-income, medically underserved, minority groups	(see below)	9/20/2022
		Attendees:					
		Annie Bailey, Administrator, City of Fremont, Human Services Department, Youth & Family Services Division				Leader	
		Angus Cochran, Chief, Community Support Services, Washington Hospital Healthcare System				Leader	
		Nick Cuevas, Recreation & Community Services Manager, City of Newark				Leader	

ID #	Data Collection Method	Name, Title, Agency	Topic	# of People	Target Group(s) Represented	Role in Target Group	Date Input Was Gathered
		Jennifer Dow-Rowell, Executive Director, Safe Alternatives to Violent Environments (SAVE)				Leader	
		Lucy Hernandez, Director of Development, Community Relations, Bay Area Community Health (BACH)				Leader	
		Preet Kaur Sabharwal, Community Program Manager, The Hume Center				Leader	
		Director of Strategic Partnerships, Tiburcio Vasquez Health Center				Leader	
		Human Services Director, City of Fremont				Leader	
9	Focus Group	Host: Washington Hospital	Disability community & older adults	13	Medically underserved	(see below)	10/7/2022
		Attendees:					
		Marly Beck, Program Manager, Tri-City Volunteers Food Bank and Mobile Pantry				Leader	
		David Bible, Resident Experience Coordinator, Masonic Homes of California, Union City				Leader	

ID #	Data Collection Method	Name, Title, Agency	Topic	# of People	Target Group(s) Represented	Role in Target Group	Date Input Was Gathered
		Shawn Fong, Ride-On Tri-City Program Manager, City of Fremont Human Services Department				Leader	
		Karen Grimsich, Administrator, City of Fremont				Leader	
		Patricia Osage, Executive Director, LIFE Eldercare				Leader	
		Lucy Rivello, Clinical Director, Regional Center of the East Bay (RCEB)				Leader	
		Anna Wang, Vice President of Local Programs and Community Relations, Friends of Children with Special Needs (FCSN)				Leader	
		Acacia Creek Retirement Community				Leader	
		Alameda County Behavioral Health Care Services				Leader	
		Deaf Counseling Advocacy & Referral Agency (DCARA)				Leader, member	
		Health and Wellness Coach, Union City Senior Commission				Leader	
		Recreation Supervisor, City of Newark				Leader	

ID #	Data Collection Method	Name, Title, Agency	Topic	# of People	Target Group(s) Represented	Role in Target Group	Date Input Was Gathered
		Union City Family Center				Leader	
Community Members							
10	Focus Group	Host: Newark Promotores Network	Spanish-speaking community members	15	Minority groups, medically underserved	Members, representatives	10/14/2022
11	Focus Group	Host: Washington Hospital	English-speaking minority community members	7	Minority groups	Members	11/8/2022

ATTACHMENT 2: SECONDARY DATA TABLES

Data Table Notes

Data Tables are presented in health need prioritization order.

Emergency Department visits data and hospitalizations data: The International Classification of Diseases, Clinical Modification (ICD-CM) is a system used by healthcare providers to classify and code all diagnoses, symptoms, and procedures recorded by hospitals in the United States. In California, these data are then submitted to California's Office of Statewide Health Planning and Development. Beginning October 1, 2015, medical coding changed from ICD-9-CM to ICD-10-CM. Due to the change, one cannot make comparisons or establish trends for hospitalization and emergency department visits between data before and after that point in time. For example, ICD-10-CM added 65,000 new codes that are now used to more precisely describe different illnesses and ailments. **Because those codes did not exist in ICD-9-CM, newly coded data cannot be compared with older data**.

Trends: Where trends were available, color-coded arrows are used to show directionality (green marks positive trends, and red marks negative trends.) Where the trend is unclear, or the rates were substantially similar in previous years, no arrow is used. Also, black arrows are used (without shading) for data that are neither positive nor negative (such as socio-demographic indicators).

Demographics

Table 11. Total Population (Count and Percentage of County)

	Fremont	Newark	Union City	Alameda County
2007–2011	211,748 (14.2%)	42,322 (2.8%)	68,830 (4.6%)	1,494,876
2010–2014	221,654 (14.2%)	43,635 (2.8%)	71,675 (4.6%)	1,559,308
2013–2017	230,964 (14.2%)	45,554 (2.8%)	74,354 (4.6%)	1,629,615
2014–2018	233,083 (14.2%)	46,276 (2.8%)	74,601 (4.5%)	1,643,700
2017–2021[a]	↓ 231,502 (13.8%)	↑ 47,815 (2.9%)	↓ 70,828 (4.2%)	↑ 1,673,133

Source: U.S. Census Bureau, 5-Year Estimates. Table S0101. Note: [a] Estimates that contain the year 2020 are not comparable to other five-year estimates due to methodology differences that may exist between different data sources. See https://www.census.gov/programs-surveys/acs/guidance/comparing-acs-data/2021/5-year-comparison.html for more information.

Figure 14: Population by Age Range and City, 2017–2021



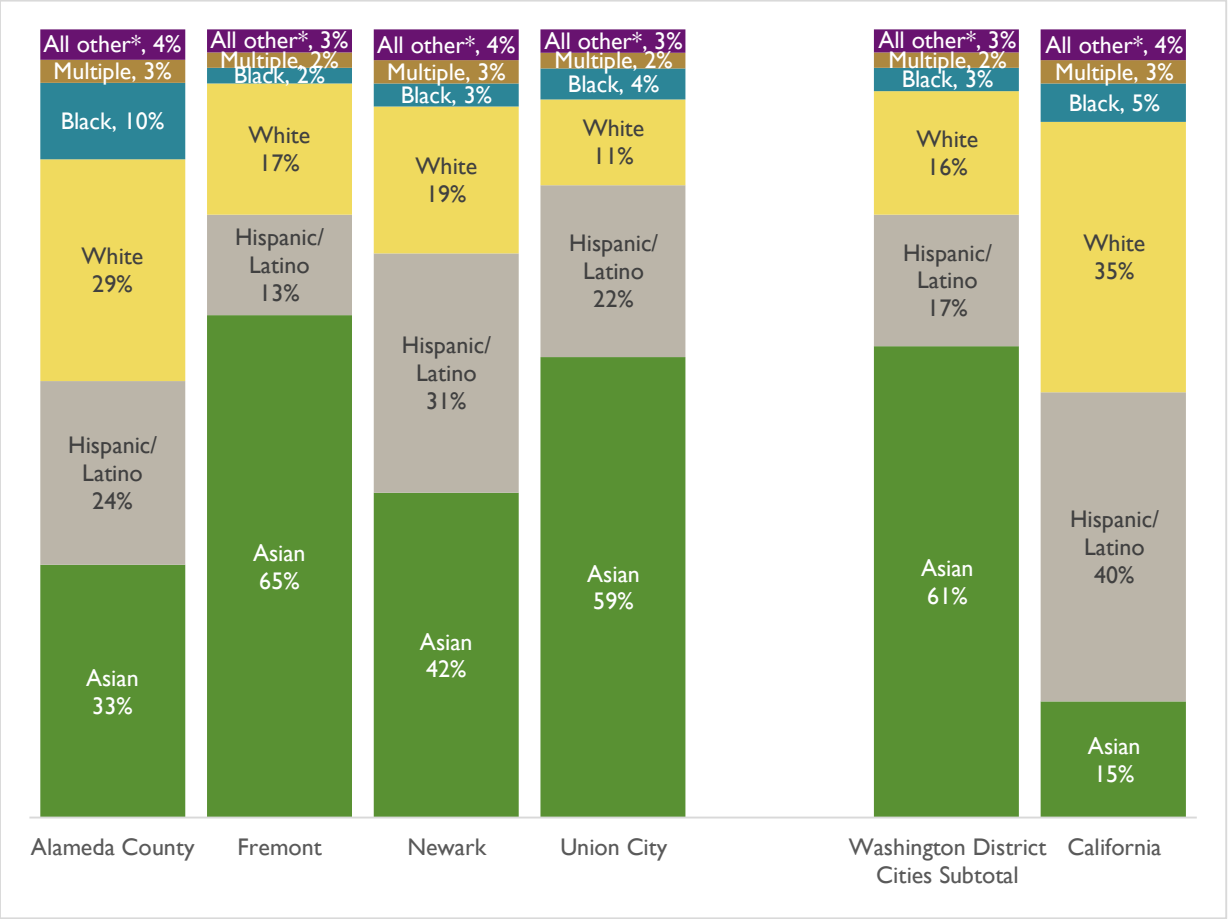
Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates, 2017-2021. Notes: CA stands for California; AC stands for Alameda County; UC stands for Union City.

Table 12. Race/Ethnicity (Percentage), 2020

Race/Ethnicity	Fremont	Newark	Union City	Alameda County
Latino	13	31	22	24
White	17	19	11	29
Asian	65	42	59	33
Black	2	3	4	10
Two or More	2	3	2	3
Other	0.6	0.5	0.4	0.6
Pacific Islander	0.4	1.4	1.1	0.8

Source: U.S. Census Bureau Decennial Census, 2020. U.S. Census race/ethnicity estimates for 2017–2021 not available at time of report publication. Proportions

Figure 15: Population by Race/Ethnicity, 2020



Source: U.S. Census Bureau, Decennial Census, 2020. Notes: U.S. Census race/ethnicity estimates for 2017–2021 not available at time of report publication. Proportions are for race "alone" (single race) and non-Hispanic. * Purple segment is those of all other races combined (Pacific Islander/native Hawaiian, Native American, and "Other" race). Native American residents make up 0.2% of the city populations (not labeled in the chart). Those of "Other" race alone (not multi-racial) make up 1% or less of the cities' populations (not labeled in the chart). Pacific Islander/native Hawaiian make up 1% or less of the cities' populations (not labeled in the chart).

Behavioral Health

The last table in this section presents available data by race/ethnicity.

Table 13. Severe Mental Illness Related ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	1,840.1	2,436.4	**2,323.2**	2,265.5
2018–2020	↓ 1,716.4	↓ **2,294.4**	↑ 2,249.3	↑ 2,285.9

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 14. Severe Mental Illness Hospitalization (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	869.9	1,130.1	1,007.9	1,452.2
2018–2020	↓ 755.1	↓ 876.5	↓ 906.0	↓ 1403.4

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020.

Table 15. Self-inflicted Injury ED Visits (Age-Adjusted Rate per 100,000 Pop.)

		Fremont	Newark	Union City	Alameda County
2016–2017	Adult	53.9	69.0	40.5	93.6
	Child	179.6	137.2	140.6	197.0
	All ages	57.6	52.8	42.9	76.6
2022	All ages	↓ 32.0	↓ 25.5	↓ 34.0	↓ 51.4

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2022. For self-harm codes, see the CSTE definition at https://resources.cste.org/Injury-Surveillance-Methods-Toolkit/Home/GeneralInjuryIndicators. Note: Adults are 18 years old and older; children are under 18 years old.

Table 16. Self-Inflicted Injury Hospitalization (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	12.7	**17.7**	16.6	17.3
2018–2020	↑ 17.2	↓ 14.0	↓ 15.0	↑ 26.8

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. For self-harm codes, see the CSTE definition at https://resources.cste.org/Injury-Surveillance-Methods-Toolkit/Home/GeneralInjuryIndicators. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 17. Suicide Mortality (Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2009–2011	7.5	7.1	8.9	9.0
2010–2012	7.3	6.6	7.3	8.6
2011–2013	6.3	5.0	4.2	8.6
2012–2014	6.5	7.2	4.0	9.1
2013–2015	6.0	5.8	7.3	9.4
2014–2016	5.9	8.6	**9.4**	9.3
2015–2017	6.7	5.3	8.3	8.7
2016–2018	7.3	6.9	6.5	8.7
2018–2020	↓ 6.7 (N=49)	-- (N<10)	↑ 7.1 (N=17)	↓ 8.3 (N=437)

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes U03, X60-X84, Y87.0. Note: N=Number (count).

Table 18. Depression-Related Feelings (Percentage)

		Fremont	Newark	Union City	Alameda County
2017–2019	7th Grade	22.1	28.6	34.7	25.6
	9th Grade	27.6	34.5	41.5	29.9
	11th Grade	**36.9**	**36.0**	41.4	35.2
	NT Schools	42.9	32.4	47.1	37.4

Source: California Healthy Kids Survey, 2017–2019. Notes: NT is "non-traditional." Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 19. Adults Ever Diagnosed with Depression (Percentage)

	Fremont	Newark	Union City	Alameda County
2019	13.1	**15.3**	12.8	14.8

Source: U.S. Centers for Disease Control and Prevention PLACES data. 2019. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 20. Adults with Likely Serious Psychological Distress (Percentage)

	Fremont	Newark	Union City	Alameda County
2019–2020	9.6	9.9	9.5	10.4

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. 2019–2020.

Table 21. Severe Mental Illness Related ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2018–2020	1,048.9	1,336.5	1,485.3	1,703.1

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 codes F2[0-9]|F30[1-3,8-9]| F31[0-6]|F317[0-1,3,5,7]|F31[8-9]|F32[2-4]|F32[8-9]|F33[1-3]|F334[0-1]|F33[8-9]|F34|F39|F400|F4[1–2]|F431|F4[4-5]|F48[1–2]|F60|F50|F53|F91.

Table 22. Severe Mental Illness Related to Drugs and Alcohol ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2018–2020	6.0	9.1	8.4	19.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 codes F101[4-5]|F10180|F102[4-5]|F10280|F109[4-5]|F10980|F111[4-5]|F112[4-5]|F119[4-5]|F12150|F12180|F1225|F12280|F1295|F12980|F131[4-5]|F13180|F132[4-5]|F13280|F139[4-5]|F13980|F141[4-5]|F14180|F142[4-5]|F14280|F149[4-5]|F14980|F151[4-5]|F15180|F152[4-5]|F15280|F159[4-5]|F15980|F161[4-5]|F16180|F162[4-5]|F16280|F169[4-5]|F16980|F181[4-5]|F18180|F182[4-5]|F18280|F189[4-5]|F18980|F191[4-5]|F19180|F192[4-5]|F19280|F199[4-5]|F19980

Table 23. Severe Mental Illness Related to Drugs and Alcohol Hospitalizations (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2018–2020	9.3	11.0	11.0	36.4

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. See *Table 18* for ICD-10 codes.

Table 24. Substance Use ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	856.9	1,249.1	1,184.2	1,584.6
2018–2020	↓ 406.9	↓ 570.6	↓ 708.5	↓ 1,090.3

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 codes F1[0-6,8-9]|T40[0-9]..(A|$|\b).

Table 25. Substance Abuse, Dependence, and Overdose Related Hospitalizations (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2018–2020	273.5	339.7	378.9	825.7

Source: Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 codes F1[0-6,8-9]|T40[0-9]..(A|$|\b).

Table 26. Alcohol: Binge Drinking, Adults (Percentage)

	Fremont	Newark	Union City	Alameda County
2019	15.1	16.7	14.3	15.8

Source: U.S. Centers for Disease Control and Prevention PLACES data. 2019. Note: Binge drinking is consuming five or more drinks of alcohol within a couple of hours in the previous 30 days. Brown shading indicates that the data are worse than the county by 5% or more.

Table 27. Alcohol: Binge Drinking on Two Occasions in Past Month, Students (Percentage)

	Grade	Fremont Unified SD	Newark Unified SD	Union City New Haven USD	Alameda County
2017–2019	7th	0.2	0.8	0.1	0.2
	9th	0.4	0.0	0.6	0.7
	11th	0.8	2.0	1.5	2.0
	NT schools	4.3	2.6	0.0	4.5

Source: California Healthy Kids Survey. 2018–2019. Notes: Binge drinking is consuming five or more drinks of alcohol within a couple of hours. (For example, an estimated 0.2% of Fremont Unified 7th graders had binge drunk on 2 occasions (days) in the previous month). NT is "non-traditional." Brown shading indicates that the data are worse than the county by 5% or more.

Table 28. Alcohol/ Drug Use in the Past Month (Percentage)

	Grade	Fremont Unified SD	Newark Unified SD	Union City New Haven USD	Alameda County
2018–2020	7th	3.2	6.7	6.4	5.1
	9th	7.1	10.8	18.3	13.3
	11th	12.9	20.6	22.6	23.4
	NT schools	48.6	31.9	28.6	42.3

Source: California Healthy Kids Survey. 2018–2020. Notes: NT is "non-traditional." Brown shading indicates that the data are worse than the county by 5% or more.

Table 29. Population 65 and Over Living Alone

	Fremont	Newark	Union City	Alameda County
2016–2020	16.0	11.6	11.5	22.8

Source: U.S. Census Bureau Factfinder. American Community Survey 5-Year Estimates.

Table 30. Domestic Violence Calls

	Fremont	Newark	Union City	Alameda County
Calls (Count) (2020)	416	136	132	5,183
Crude Rate per 1,000 (2014–2016)	4.9	9.7	6.9	11.3

Sources: Calls: California Dept. of Justice Criminal Justice Statistics Center, Domestic Violence-Related Calls for Assistance. July 2021.; California Dept. of Finance, Population Estimates and Projections. May 2021. Retrieved December 2022 from census.gov/programs-surveys/cbp.html; Rate: Alameda County Domestic Violence Review Team, Domestic Violence in Alameda County. June 2018.

Table 31. Behavioral Health Data by Race/Ethnicity

	Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	Other
Adults Serious Psychological Distress	4.9		9.7		10.3	12.9	23.9	
Student AOD use, Alameda County	19.8	8.9	6.5	16.3	16.4	17.3	15.5	10.3
Student AOD use, Fremont Unified SD	17.1	5.1	4.5	13.3	7.1	10.9	10.2	5.2
Student AOD use, New Haven SD	12.7	2.2	4.1	8.3	9.6	4.5	8.2	2.6
Student AOD use, Newark Unified SD	13.8	0	3.7	9.9	18.4	17	13.4	7.7

Sources: Serious Psychological Distress: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. 2019–2020; Student AOD use: California Healthy Kids Survey. 2018–2020. Note: AOD is "alcohol or drug." Brown shading indicates that the data are worse than the county by 5% or more. "Nat Am"= Native American/Alaskan native; "Pac Isl"=Pacific Islander/native Hawaiian; "Multi"=Two or more races.

Housing and Homelessness

Table 32. Owner-Occupied Housing Units (Percentage of All Units)

	Fremont	Newark	Union City	Alameda County
2007–2011	64.3	72.2	69.4	54.5
2010–2014	63.2	69.0	65.1	52.9
2013–2017	62.4	69.2	65.7	53.0
2016–2020	↓ 58.6	↓ 65.8	↓ 62.6	↓ 50.7

Source: U.S. Census Bureau Factfinder. American Community Survey 5-Year Estimates.

Table 33. Rent-Burdened Households (Percentage)

	Fremont	Newark	Union City	Alameda County
2007–2011	38.8	44.7	**51.0**	49.3
2010–2014	39.9	48.6	**50.4**	50.2
2013–2017	39.7	**49.9**	47.3	48.9
2016–2020	↓ 39.0	↓ 44.8	↓ 42.8	↓ 48.4

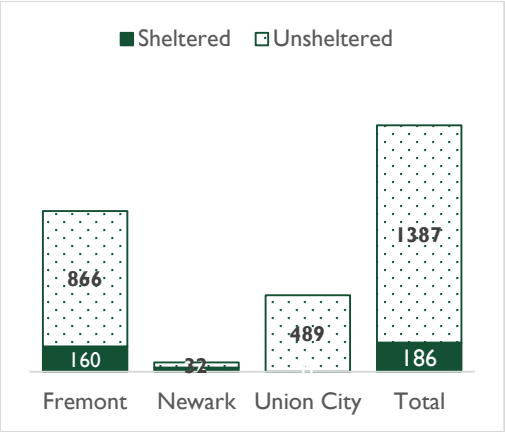
Source: U.S. Census Bureau Factfinder. Notes: A rent-burdened household is defined as a household in which the monthly rent is 30% or more of the household income. Bold indicates that the data are worse than the county, but by less than 5%.

Table 34. Individuals Experiencing Homelessness (Count)

		Fremont	Newark	Union City	Alameda County
2017	Sheltered	197	42	0	1,766
	Unsheltered	282	28	40	3,863
	Total	479	70	40	5,629
2019	Sheltered	123	30	0	1,710
	Unsheltered	485	59	106	6,312
	Total	608	89	106	8,022
2022	Sheltered	↑ 160 (16% of all homeless)	↓ 26 (45% of all homeless)	0 (0% of all homeless)	↑ 2,612 (27% of all homeless)
	Unsheltered	866 (84% of all homeless)	32 (55% of all homeless)	489 (100% of all homeless)	7,135 (73% of all homeless)
	Total	↑ 1,026 Crude rate 451.0	↓ 58 Crude rate 122.3	↑ 489 Crude rate 712.0	↑ 9,747 Crude rate 591.2

Source: Applied Survey Research. Alameda County Homeless Count. 2017, 2019, and 2022. Additional calculations by Actionable Insights, LLC based on July 2022 population estimates. Notes: HUD defines sheltered homeless persons as adults, children, and unaccompanied children who, on the night of the count, are living in shelters for the homeless. Data not available by city prior to 2017. Brown shading indicates that the data are worse than the county by 5% or more.

Figure 16. Individuals Experiencing Homelessness, 2022 (Count)



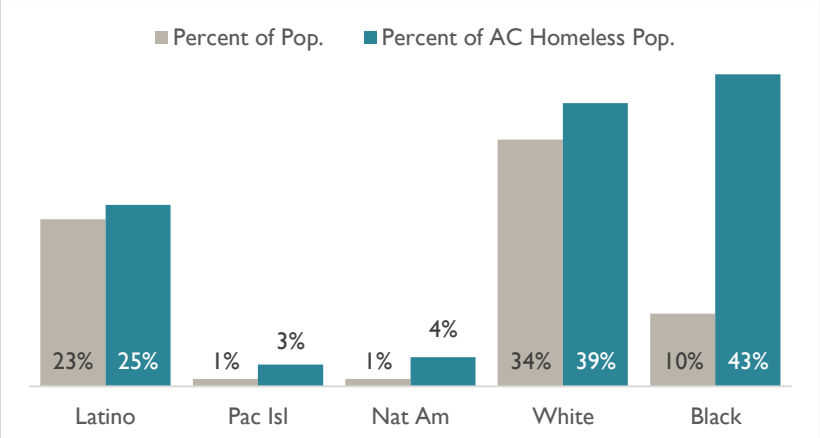
Source: Applied Survey Research. Alameda County Homeless Count. 2022.

Table 35. Alameda County Homeless Population by City (Percentage of County)

	Fremont	Newark	Union City	Alameda County
2022	5%	2%	2%	100%

Source: Applied Survey Research. Alameda County Homeless Count. 2022.

Figure 17. Proportion of Homeless Population by Race/Ethnicity



Source: Applied Survey Research. Alameda County Homeless Count. 2022.

Table 36. Homeless who are Chronically Homeless (Percentage)

	Fremont	Newark	Union City	Alameda County
2016–2020	27	48	--	28

Source: Applied Survey Research. Alameda County Homeless Count. 2022. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Economic Security

Please see the *Housing & Homelessness* section for data related to housing costs and numbers of persons experiencing homelessness. The last table in this section presents available data by race/ethnicity.

Table 37. Median Household Income (Dollars)

	Fremont	Newark	Union City	Alameda County
2007–2011	98,513	81,777	82,634	70,821
2010–2014	103,591	86,521	82,564	73,775
2013–2017	122,191	96,817	95,625	85,743
2016–2020	↑ 142,374	↑ 127,619	↑ 120,772	↑ 104,888

Source: U.S. Census Bureau; American Community Survey 5-Year Estimates, 2007–2020. Table B19013.

Table 38. Per-Capita Income (Dollars)

	Fremont	Newark	Union City	Alameda County
2016–2020	55,950	**47,136**	**43,336**	49,883

Source: U.S. Census Bureau; American Community Survey, 2016–2020 American Community Survey 5-Year Estimates. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 39. Poverty, Children Below 100% FPL (Percentage)

	Fremont	Newark	Union City	Alameda County
2010–2014	7.1	11.7	10.1	15.8
2011–2015	6.2	12.2	9.8	15.2
2012–2016	4.8	10.7	9.1	14.4
2013–2017	3.9	9.2	8.3	13.0
2016–2020	↓ 3.5	↓ 4.0	↓ 5.3	↓ 10.2

Source: U.S. Census Bureau; American Community Survey, American Community Survey 5-Year Estimates. 2010–2020. Note: FPL=Federal Poverty Limit.

Table 40. Poverty, Families Living Below 100% FPL (Percentage)

	Fremont	Newark	Union City	Alameda County
2016–2020	2.8	1.9	3.3	5.8

Source: U.S. Census Bureau; American Community Survey, 2016–2020 American Community Survey 5-Year Estimates. Note: FPL=Federal Poverty Limit.

Table 41. Poverty, People Aged 65 and Over Living Below 100% FPL (Percentage)

	Fremont	Newark	Union City	Alameda County
2010–2014	6.7	6.8	8.5	9.7
2011–2015	6.8	8.2	8.1	9.2
2012–2016	6.3	7.1	8.1	9.5
2014–2018	7.3	5.4	6.4	9.7
2016–2020	↓ 7.1	↓ 5.1	↑ 7.6	↑ 9.8

Source: U.S. Census Bureau; American Community Survey, American Community Survey 5-Year Estimates, 2010–2020. Table S1701. Note: FPL=Federal Poverty Limit.

Table 42. Youth Ages 16–19 Not in School nor Working (Percentage)

	Fremont	Newark	Union City	Alameda County
2016–2020	0.3	1.7	1.8	0.7

Source: U.S. Census Bureau; American Community Survey, 2016–2020 American Community Survey 5-Year Estimates. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 43. People 25 and Over with a Bachelor's Degree or Higher (Percentage)

	Fremont	Newark	Union City	Alameda County
2011–2014	51.7	28.9	35.0	42.1*
2012–2016	54.0	30.3	36.2	43.9
2016–2020	↑ 58.7	↑ 37.8	↑ 41.4	↑ 48.7

Source: U.S. Census Bureau, American Community Survey. *2011–2014 Alameda County rate is for 2010–2020. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 44. Economic Security Data by Race/Ethnicity

	Latino	Nat Am	Asian	Pac Isl/ Hawaiian	Black	White	Multi	AC Overall
Median Household Income	83.0k	82.7k	130.2k	97.5k	56.7k	120.5k	**99.7k**	104.9k
Per Capita Income	28.7k	34.2k	51.5k	32.5k	37.4k	70.2k	33.1k	49.9k
Children Living Below FPL	14.6	15.3	5.1	13.5	27.0	5.0	8.1	10.2
Families Living Below FPL	9.0	12.4	4.7	8.5	13.5	2.6	6.4	5.8
People 65+ Living Below FPL	**9.9**	22.4	12.4	10.6	15.8	6.3	9.3	9.8
High School Graduation Rate	79.3	80.9	95.4		79.8	91.8	89.7	86.9
People 25+ with a Bachelor's Degree or Higher	21.0	20.5	59.3	20.1	31.3	59.3	**46.7**	48.7

Source for High School Graduation Rate: California Department of Education. 2020–2021. Notes: For other year and source data, see corresponding tables above. Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%. "Nat Am"= Native American/Alaskan native; "Pac Isl"=Pacific Islander/native Hawaiian; "Multi"=Two or more races. AC stands for Alameda County. High School Graduation Rate data not available by city.

Table 45. Arrests (Rate per 1,000) by Age, Race/Ethnicity

	Latino	Nat Am	Asian	Pac Isl/ Hawaiian	Black	White	AC Overall
Juvenile Arrests	3.0				10.4	0.6	2.3
Adult Arrests	26.4				64.3	15.2	20.8

Source: California Department of Justice Criminal Justice Statistics Center. 2020. Notes: Brown shading indicates that the data are worse than the county by 5% or more. "Nat Am"= Native American/Alaskan native; "Pac Isl"=Pacific Islander/native Hawaiian; "Multi"=Two or more races. AC stands for Alameda County. These data were not available by city.

Diabetes & Obesity

The last table in this section presents available data by race/ethnicity.

Table 46. Adults with Diabetes (Percentage)

	Fremont	Newark	Union City	Alameda County
2019–2020	11.4	13.6	13.7	10.3

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. 2019–2020. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 47. Diabetes ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	2,008.2	2,890.0	3,191.6	2,674.7
2018–2020	↓ 1,396	↓ 2,053.8	↓ 2,280.7	↓ 1,541.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2017. ICD-10 codes E10, E11, E13. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 48. Diabetes Hospitalization (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	1,494.1	1,844.8	2,054.1	1,702.8
2018–2020	↓ 1,307.9	↓ 1,592.1	↓ 1,831.7	↓ 1,512.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 49. Adults who are Obese

	Fremont	Newark	Union City	Alameda County
2020	19.0	24.6	21.2	25.4

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. 2020.

Table 50. Children who are Overweight for Age (Ages 2–11) (Percentage)

	Fremont	Newark	Union City	Alameda County
2019–2020	13.3	15.0	15.2	14.3

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. 2019–2020. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 51. Workers who Walk to Work

	Fremont	Newark	Union City	Alameda County
2016–2020	1.2	2.6	0.8	3.3

Source: U.S Census Bureau, 5-Year Estimates, American Community Survey. 2016–2020. Table DP02. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 52. Diabetes & Obesity Data by Race/Ethnicity

	Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	AC Overall
Adults with Diabetes	10.1		11.5		13.8	9.6	2.1	10.3
Adults who are Obese	29.2		10.9		43.8	28	38.5	25.4
Workers who Walk to Work	3.3	6.8	3.1	3.6	2.3	3.8	3.7	3.3

Notes: For year and source, see corresponding tables above. Brown shading indicates that the data are worse than the county by 5% or more. "Nat Am"= Native American/Alaskan native; "Pac Isl"=Pacific Islander/native Hawaiian; "Multi"=Two or more races. AC stands for Alameda County.

Heart Disease, Hypertension, and Stroke

Table 53. Adults with Heart Disease (Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2011–2012	5.7	5.8	**5.9**	5.8
2013–2014	5.4	5.2	5.5	5.5
2018–2019	↑ 5.8	↑ 5.5	↑ 5.8	↑ 5.9

Source: California Health Interview Survey (Neighborhood Edition). UCLA Center for Health Policy Research, Los Angeles, CA. 2019. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 54. Heart Disease ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	372.3	384.3	459.3	481.2
2018–2020	↓ 236.5	↓ **307.2**	↓ 301.1	↓ 306.4

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 55. Heart Disease Hospitalization (Age-Adjusted Rates per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	469.8	518.6	593.6	559.7
2018–2020	↓ 464.6	↑ 534.4	↑ 622.2	↑ 565.7

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020 (Codes I0[1,2,5-9], I11, I2[0-7], I3[0-5], I[4-5], I97[0,1], R001). Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 56. Heart Failure ED Visits and Hospitalizations (Age-Adjusted Rates per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
ED Visits 2018–2020	339.4	**423.5**	481.5	413.9
Hospitalizations 2018–2020	641.0	757.0	888.5	924.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 57. Heart Disease Mortality (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2009–2011	126.1	126.6	124.7	133.8
2010–2012	121.7	120.7	125.0	130.4
2011–2013	118.8	111.4	135.6	128.1
2012–2014	107.9	106.1	**127.1**	123.1
2013–2015	102.7	101.3	109.7	121.0
2014–2016	97.2	105.2	**122.4**	119.5
2015–2017	100.8	**117.9**	133.4	116.5
2016–2018	95.6	**114.1**	140.5	111.6
2018–2020	↓ 86.9	↓ 90.9	↓ 120.1	↓ 109.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes I00-I09, I11, I13, I20-I51. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 58. Ischemic Heart Disease Mortality (Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2009–2011	80.8	83.8	92.4	84.1
2010–2012	76.6	71.9	91.2	80.6
2011–2013	76.8	65.2	88.9	77.6
2012–2014	69.4	63.1	77.0	72.3
2013–2015	65.0	60.9	65.7	69.8
2014–2016	58.6	63.0	76.3	67.0
2015–2017	58.3	77.7	82.3	63.4
2016–2018	53.0	73.4	83.9	57.6
2018–2020	↓ 49.9	↓ 48.7	↓ 75.6	↓ 56.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes I20-I25. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 59. Acute Myocardial Infarction Mortality (Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2009–2011	19.4	24.9	**25.9**	25.8
2010–2012	16.9	19.2	23.8	24.8
2011–2013	17.8	19.3	23.0	23.9
2012–2014	16.7	16.0	17.6	22.1
2013–2015	14.9	15.1	17.5	20.7
2014–2016	15.1	11.9	21.0	21.0
2015–2017	15.8	14.8	23.5	20.4
2016–2018	15.4	17.6	25.8	19.5
2018–2020	↓ 14.3	↓ 14.7	↑ 27.8	↑ 19.9

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes I21-I22. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 60. Hypertension ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	4,092.7	**5,421.0**	5,874.8	5,405.0
2018–2020	↓ 2,311.1	↓ 2,994.1	↓ 3,517.9	↓ 2,827.2

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 code I10. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 61. Hypertension Hospitalization (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	2,430.9	3,007.0	**3,172.7**	3,058.0
2018–2020	1,936.8	2,264.3	2,736.9	2,520.2

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 codes I10-I13. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 62. Hypertension Mortality (Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2009–2011	10.3	3.8	12.1	12.4
2010–2012	11.7	8.6	15.3	13.9
2011–2013	11.7	14.0	13.5	14.0
2012–2014	12.0	13.3	13.7	14.1
2013–2015	13.0	7.7	8.6	13.1
2014–2016	12.2	7.4	10.4	13.0
2015–2017	**14.1**	11.5	8.4	13.8
2016–2018	10.9	14.9	11.2	13.8
2018–2020	↑ 11.6	↓ 10.8	↑ **14.0**	13.8

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes I10, I12, I15. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 63. Stroke ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	71.9	119.0	83.9	87.9
2018–2020	↓ 45.1	↓ 54.0	↓ 68.9	↓ 56.2

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 codes G45, G46, I6. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 64. Stroke Hospitalization (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	158.5	249.4	**223.8**	220.9
2018–2020	↓ 152.4	↓ 178.2	↓ 205.8	↓ 212.5

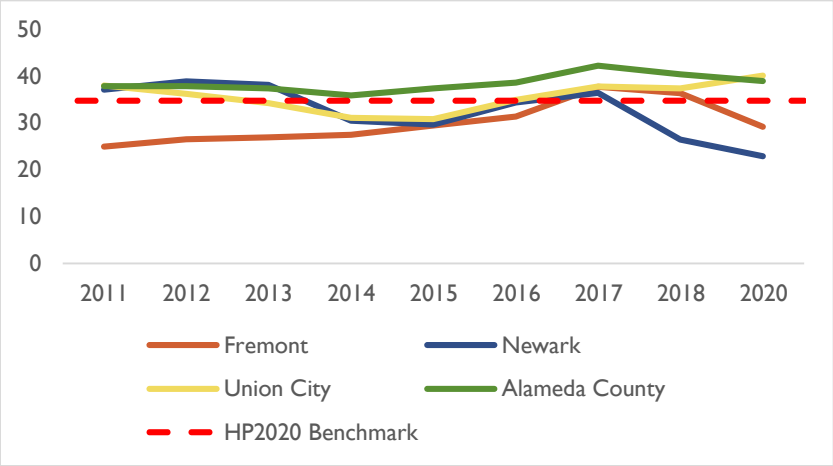
Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 codes G45, G46, I6. Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 65. Stroke Mortality (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2009–2011	25.0	37.1	**38.0**	37.9
2010–2012	26.5	**38.9**	36.3	37.9
2011–2013	27.0	**38.2**	34.2	37.4
2012–2014	27.5	30.5	31.1	35.9
2013–2015	29.5	29.7	30.9	37.4
2014–2016	31.4	34.4	35.0	38.6
2015–2017	37.8	36.4	37.8	42.3
2016–2018	36.4	26.5	37.4	40.4
2018–2020	↓ 29.2	↓ 22.9	↑ **40.2**	↓ 39.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes I60-I69. Notes: Bold indicates that the data are worse than the county, but by less than 5%. See chart below.

Figure 18. Stroke Mortality (Age-Adjusted Rate per 100,000 Pop.), by Year



Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. ICD-10 codes I60-I69.

Healthcare Access & Delivery

The last table in this section presents available data by race/ethnicity.

Table 66. Adults With Health Insurance Aged 18–64 (Percentage)

	Fremont	Newark	Union City	Alameda County
2010–2014	92.4	90.1	89.5	88.2
2011–2015	93.3	90.4	91.4	89.9
2012–2016	94.9	92.5	93.4	91.6
2013–2017	96.6	94.4	95.0	93.1
2018–2020	↓ **92.8**	↓ **91.9**	↓ 92.2	93.2

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. 2019. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 67. Adults Without Health Insurance Aged 18–64 (Percentage)

	Fremont	Newark	Union City	Alameda County
2019	9.2	**13.3**	11.9	12.8

Source: U.S. Centers for Disease Control and Prevention PLACES data. 2019. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 68. Adults Who Have Had a Recent Routine Checkup

	Fremont	Newark	Union City	Alameda County
2018–2020	69.7	**68.4**	69.8	69.4

Source: U.S. Centers for Disease Control and Prevention PLACES data. 2019. Note: A recent checkup is defined as taking place within the past year. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 69. Households with Internet Subscription (Percentage)

	Fremont	Newark	Union City	Alameda County
2016–2020	94.5	95.2	92.9	91.2

Source: U.S. Census Bureau; American Community Survey, 2016–2020 American Community Survey 5-Year Estimates, Table S2802.

Table 70. Recent Dentist Visit (Past Year) (Percentage)

	Fremont	Newark	Union City	Alameda County
Adults 2018	70.9	**65.9**	66.1	66.0
Children 2019–2020	**88.2**	**89.2**	**89.3**	89.7

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. Children: 2019–20. Adults: U.S. Centers for Disease Control and Prevention PLACES data. 2019. Note: Bold indicates that the data are worse than the county, but by less than 5%.

Table 71. Healthcare Access Data by Race/Ethnicity

	Latino	Nat Am	Asian	Pac Isl/ Hawaiian	Black	White	Multi	AC Overall
Adults with Health Insurance (18-64) (percent) (2018–2020)	90.3		93.4	66.7	**89.5**	96.3	**90.0**	93.2
People Delayed or Had Difficulty Obtaining Care (percent) (2019–2020)	6.9	94.0	11.1		10.6	17.1	29.7	13.1

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. Notes: No city-level data were available for People Delayed or Had Difficulty Obtaining Care. "Nat Am"= Native American/Alaskan native; "Pac Isl"=Pacific Islander/native Hawaiian; "Multi"=Two or more races. AC stands for Alameda County. Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

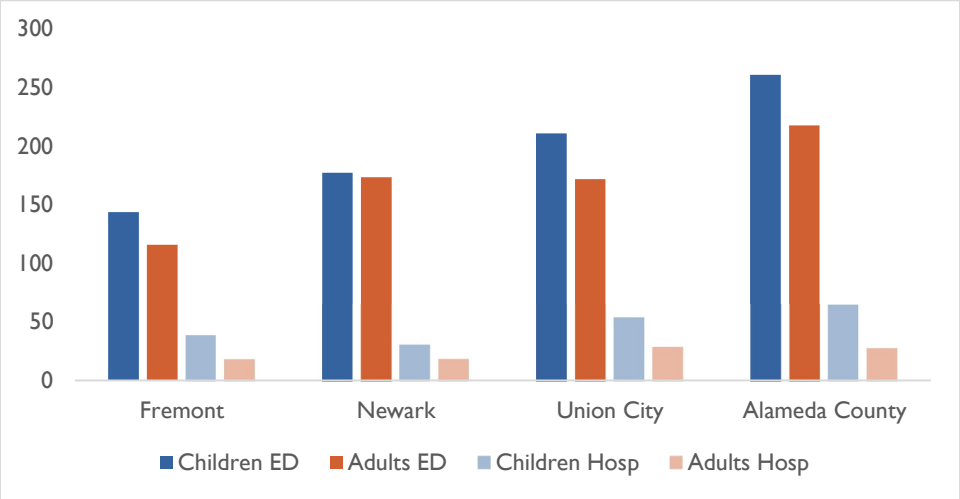
Respiratory Health

Table 72. Asthma ED Visits (Age-Adjusted Rate per 100,000 Pop.)

		Fremont	Newark	Union City	Alameda County
2016–2017	Adult	180.7	315.4	273.3	355.7
	Child	244.8	423.3	411.1	516.1
	All	263.2	440.4	400.9	512.4
2018–2020	Adult	115.9	173.7	171.9	218.0
	Child	143.7	177.6	211.1	261.2

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020 (Asthma codes: J45[2-9]). Note: Adults are 18 years and older; children are under 18 years old.

Figure 19. Asthma ED Visits by Age Group and City (Age-Adjusted per 100,000 Pop.)



Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2018–2020.

Table 73. Asthma Hospitalization (Age-Adjusted Rate per 100,000 Pop.)

		Fremont	Newark	Union City	Alameda County
2016–2017	Adult	59.6	91.2	70.3	66.6
	Child	45.9	27.0	70.7	131.0
2018–2020	Adult	18.6	18.8	29.2	27.8
	Child	38.7	30.9	53.8	64.5

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 code J45. Note: Adults are 18 years and older; children are under 18 years old. Brown shading indicates that the data are worse than the county by 5% or more.

Table 74. COPD ED Visits (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	221.4	352.2	300.9	249.9
2018–2020	355.3	**417.2**	437.1	413.5

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020 (codes J44[0-4]). Notes: Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 75. COPD Hospitalization (Age-Adjusted Rate per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2016–2017	490.9	646.8	624.8	674.3
2018–2020	363.5	428.6	515.7	538.0

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020. ICD-10 code J44.

Table 76. COVID-19 Data

	Washington Service Area	AC
Average daily COVID-19 hospital admissions (rate per 100,000 pop.)	3.6	27
Cases, Infections, and Tests		
Number of weekly cases	184	1,073
Cumulative total cases	23,033	405,321
Cumulative case rate (per 100,000 pop.)	6,578	24,127
Current rate of spread (R-eff)[59]	—	1.03*
14-day average test positivity rate	—	6.7%
Deaths		
Number of weekly deaths	0	2
Cumulative total deaths	315	2,205
Cumulative death rate (per 100,000 pop.)	90	131

[59] "The effective reproductive number (R-eff) is the average number of secondary infected persons resulting from an infected person. If R-eff > 1, the number of infected persons will increase. If R-eff < 1, the number of infected persons will decrease. At R-eff = 1, the number of infected persons remains constant." *California Communicable Diseases Assessment Tool.* Retrieved from https://calcat.covid19.ca.gov/cacovidmodels.

	Washington Service Area	AC
Vaccinations[60]		
Vaccinated, primary series (all ages)	—	86%
Vaccinated, primary series (age 65+)	—	95%
Vaccinated, bivalent booster	—	32%
Vaccinated, bivalent booster (age 65+)	—	61%

Sources: Alameda County: The New York Times. (2023). California Coronavirus Tracker. *The New York Times.* Data retrieved from https://www.nytimes.com/interactive/2023/us/california-covid-cases.html. Washington Service Area: Washington Hospital Healthcare System. (2023). Rates per 100,000 in Washington Service Area calculated by Actionable Insights. Notes: AC stands for Alameda County. — indicates data not available for Washington Hospital's primary service area. * Current rate of spread (R-eff) in California is 0.99. Current rate of spread is as of March 30, 2023. Average daily hospital admissions, 14-day test positivity rate, number of weekly cases, and number of weekly deaths are for the week of March 24-30, 2023. Vaccination percentages and all cumulative data represent the period from January 2020 to March 30, 2023.

[60] Vaccination data for Washington Hospital Healthcare System represent number of doses, not proportion of the population vaccinated. As of April 6, 2023, Washington Hospital had administered 103,695 doses of a COVID-19 vaccine, including 926 doses to children ages 6 months to four years and 3,873 doses to children ages 5–11 years. The hospital had also administered 27,655 COVID-19 boosters, include 160 to children ages 5–11 years.

Cancer

The last table in this section presents available data by race/ethnicity.

Table 77. Cancer Incidence (Age-Adjusted Rate per 100,000 Pop.), 2015–2019

Cancer Site	Assembly District 20 (2019)	Alameda County
All	418.6	371.0
Breast (Female)	122.3	121.6
Prostate (Male)	78.1	86.9
Colorectal	31.3	32.3
Melanoma	13.8	18.9
Pancreatic	10.8	11.8
Lung	36.4	38.7

Source: University of California, San Francisco. California Health Maps website. https://www.californiahealthmaps.org. Note: Brown shading indicates that the data are worse than the county by 5% or more.

Table 78. Cancer Screenings (Percentage)

	Year	Fremont	Newark	Union City	Alameda County
Cervical (Ages 21–65)	2018	81.6	82.0	**78.8**	81.6
Colon (Ages 50–75)	2018–2020	68.1	**66.2**	**65.3**	67.7
Mammogram in the Past 2 Years (Ages 50–74)	2018	77.2	75.8	76.6	75.0

Notes: Colon screening measures those who have had fecal occult blood test in the past year, a sigmoidoscopy in the past five years and a fecal occult blood test in the past three years or colonoscopy in the past year. Bold indicates that the data are worse than the county, but by less than 5%.

Table 79. Cancer Deaths: Greater Bay Area (Age-Adjusted Rate per 100,000 Pop.)

	Greater Bay Area	Alameda County
2019	115.5	157.1

Source: Greater Bay Area Cancer Registry.

Table 80. Adults who Smoke (Percentage)

	Fremont	Newark	Union City	Alameda County
2019	4.7	4.9	5.0	5.7
2020	2.3	2.4	2.3	2.5

Source: California Health Interview Survey. UCLA Center for Health Policy Research, Los Angeles, CA. 2019.

Table 81. Cancer Incidence Data by Race/Ethnicity

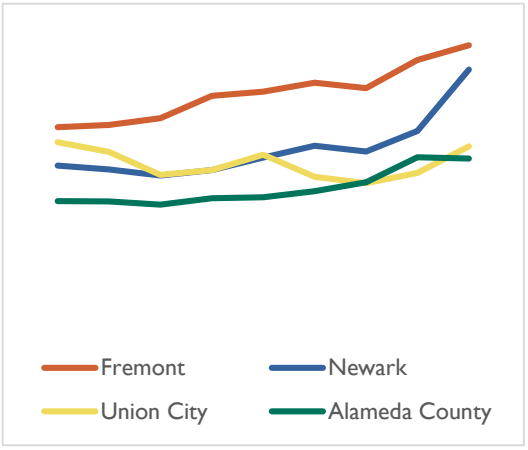
	Latino	Asian/ Pac Isl	Black	White	AC Overall
Incidence: breast (female) [a]	119.9	105.8	106.0	156.0	121.6
Incidence: prostate (male) [a]	**90.4**	61.9	134.9	90.2	86.9
Incidence: colorectal [a]	36.6	26.5	47.7	34.3	32.3
Incidence: melanoma [a]	7.1	--	--	39.1	18.9
Incidence: pancreatic [a]	14.5	9.6	--	11.4	11.8
Incidence: lung [a]	33.7	33.0	31.2	42.0	38.7
Incidence: all sites [a]	440.5	320.5	454.5	559.3	380.1

Source: University of California, San Francisco. California Health Maps website. 2015–2019. https://www.californiahealthmaps.org.
Notes: [a] Data is for Assembly District 20 (as of 2019). Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%. "Pac Isl"=Pacific Islander/native Hawaiian. AC stands for Alameda County.

General Health & Mortality

Table 82. Life Expectancy at Birth (Years)

	Fremont	Newark	Union City	Alameda County
2009–2011	83.7	82.7	83.3	81.8
2010–2012	83.7	82.6	83.1	81.8
2011–2013	83.9	82.5	82.5	81.8
2012–2014	84.4	82.6	82.6	81.9
2013–2015	84.6	82.9	83.0	81.9
2014–2016	84.8	83.2	82.4	82.1
2015–2017	84.6	83.1	82.3	82.3
2016–2018	85.3	83.6	**82.5**	82.9
2018–2020	↑ 85.7	↑ 85.1	↑ 83.2	82.9



Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2009–2020. Note: Life expectancy at birth is defined as the average number of years that a newborn can expect to live if he or she passes through life subject to the age-specific mortality rates of a given period. Bold indicates that the data are worse than the county, but by less than 5%.

Table 83. Life Expectancy at Birth (Years), by Race/Ethnicity

Latino	Nat Am	Asian	Pac Isl	Black	White	Multi	AC
83.7	**81.8**	88.6		74.6	**81.9**		82.8

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2018–2020. Notes: Life expectancy at birth is defined as the average number of years that a newborn can expect to live if he or she passes through life subject to the age-specific mortality rates of a given period. "Nat Am"= Native American/Alaskan native; "Pac Isl"=Pacific Islander/native Hawaiian; "Multi"=Two or more races. Brown shading indicates that the data are worse than the county by 5% or more. Bold indicates that the data are worse than the county, but by less than 5%.

Table 84. Children with a Disability (Percentage)

	Fremont	Newark	Union City	Alameda County
2016–2020	1.6	2.0	1.6	2.8

Source: U.S Census Bureau, 5-Year Estimates, American Community Survey. 2016–2020.

Table 85. Poor Physical Health: 14+ Days in the Past Month (Percentage)

	Fremont	Newark	Union City	Alameda County
2019	8.1	10.0	9.1	10.1

Source: U.S. Centers for Disease Control and Prevention PLACES data. 2019.

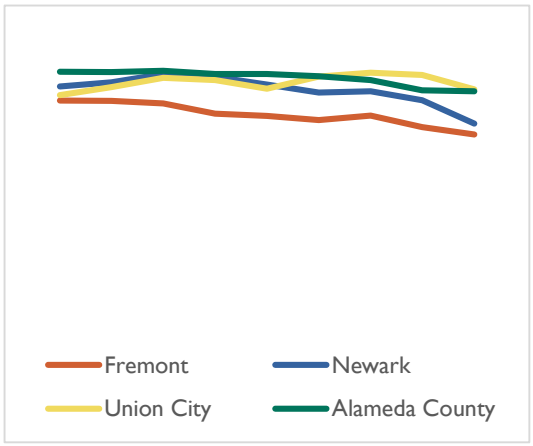
Table 86. Deaths: All Causes, 2018–2020

	Fremont	Newark	Union City	Alameda County
Count	3,207	734	1,332	30,311
Rate	449.6	476.9	562.6	558.7

Source: Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Office of Statewide Health Planning and Development, 2016–2020.

Table 87. Mortality Rate, All Causes (Age-Adjusted per 100,000 Pop.)

	Fremont	Newark	Union City	Alameda County
2009–2011	535.0	570.0	548.9	607.1
2010–2012	533.5	580.2	568.1	606.4
2011–2013	527.3	602.0	591.5	610.0
2012–2014	501.4	594.3	585.7	601.3
2013–2015	496.2	574.6	564.2	601.1
2014–2016	486.1	555.0	594.6	595.3
2015–2017	496.9	558.3	**605.2**	586.2
2016–2018	468.0	535.3	598.7	560.3
2018–2020	↓ 449.6	↓ 476.9	↓ **562.6**	↓ 558.7



Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, with data from Alameda County vital statistics files, 2009–2020. Note: Bold indicates that the data are worse than the county, but by less than 5%.

ATTACHMENT 3: COMMUNITY ASSETS AND RESOURCES

Behavioral Health

- 12-Step programs (Alcoholics Anonymous, Narcotics Anonymous, Al-Anon/Alateen)
- Afghan Coalition
- Alameda County Tri-City Children and Youth Service
- Alameda Health System John George Psychiatric Hospital
- Bay Area Community Services (BACS)
- Boldly Me
- Building Futures
- Calico Center
- California Smoker's Helpline
- Cherry Hill Detox
- Citizens for Better Community
- Crisis Support Services of Alameda County 24-Hour Crisis Line
- CURA
- DeafPlus
- East Bay Agency for Children
- Family Education and Resource Center (FERC)
- Family Paths 24-Hour Parent Support Hotline
- Fremont Family Resource Center
- Friends of Children with Special Needs
- First 5 Alameda County
- HOPE Project Mobile Health Clinic
- Kaiser Behavioral Health classes (available to public)
- LIFE Eldercare Friendly Visitors
- Narika
- National Alliance on Mental Illness Alameda County South
- Rubicon Programs
- Ruby's Place (Casa de Ruby, Betty's Village)
- Safe Alternative to Violent Environments (SAVE)
- Second Chance, Inc.
- Seneca Center
- South Hayward Parish - Hayward Community Action Network
- Special Need Children Center
- Tobacco Control Coalition of Alameda County
- Union City Family Center
- Victory Outreach - Prison Counseling and Services; Residential Rehab Program, Hayward

Cancer

- American Cancer Society
- HERS Breast Cancer Foundation
- Tobacco Control Coalition of Alameda County

Diabetes & Obesity

- Alameda County Community Food Bank (multiple sites)
- Alameda County Nutrition Services - Women, Infants, and Children (WIC)
- Alameda County Public Health Department
- Alameda County Social Services Agency
- American Diabetes Association
- California State University, East Bay, Hayward Promise Neighborhood
- Centro de Servicios
- City of Fremont Parks & Recreation Division
- East Bay Regional Parks District
- Family Resource Center, Fremont
- Hayward Area Recreation & Park District
- LIFE Eldercare, Inc.
- Meals on Wheels of Alameda County
- Newark Recreation & Community Services Department
- Solid Rock Community Services, Newark
- Special Need Children Center
- Tri-City Volunteers Food Bank and Thrift Store
- Union City Community & Recreation Services Department
- Union City Family Center
- Viola Blythe Community Service Center of Newark
- Washington Hospital Healthcare System, Diabetes Education Center

Economic Security (includes food security, employment, education)

- Abode Services
- Alameda County Community Food Bank (searchable list)
- Alameda County Early Head Start and Head Start
- Alameda County Library
- Alameda County Nutrition Services - Women, Infants, and Children (WIC)
- Alameda County Social Services Agency
- Avanzado
- Bay Area Community Services (BACS)
- California State University, East Bay, Hayward Promise Neighborhood
- Centro de Servicios
- Citizens for Better Community
- Community Resources for Independent Living (CRIL)
- DeafPlus
- Eden I&R, Inc.

- First 5 Alameda County
- Fremont Education Foundation
- Fremont Family Resource Center
- Fremont Unified School District
- Friends of Children with Special Needs
- Give Teens 20/NavZ
- HOPE Project Mobile Health Clinic
- LIFE Eldercare Meals on Wheels
- Mission Valley ROP
- Narika, SEED Program
- New Haven Schools Foundation
- New Haven Unified School District
- Newark Education Foundation
- Newark Unified School District
- Ohlone Community College
- Rubicon Programs
- Solid Rock Community Services
- South Hayward Parish: Emergency Food Pantry
- Tri-City One-Stop Career Center (Employment Development Department)
- Tri-City Volunteers Food Bank & Thrift Store
- Union City Family Center

Healthcare Access & Delivery

HOSPITALS:

- Alameda Health System, John George Psychiatric Hospital
- Fremont Hospital
- Kaiser Foundation Hospital-Fremont
- St. Rose Hospital
- Sutter Health Eden Medical Center
- Washington Hospital Healthcare System

FEDERALLY QUALIFIED HEALTH CENTERS:

- Bay Area Community Health (multiple sites, incl. mobile clinics)
- Tiburcio Vasquez Health Center (multiple sites)

OTHER HEALTH CLINICS:

- Alameda Health System (Hayward Wellness, Newark Wellness)
- Sutter Health Palo Alto Medical Foundation, Fremont Center
- Washington Township Medical Foundation (multiple sites)

OTHER ORGANIZATIONS:

- Alameda-Contra Costa Transit District (AC Transit)
- Alameda County Health Care Services: HealthPAC
- Alameda County Social Services Agency
- Bay Area Rapid Transit (BART)

- East Bay Agency for Children
- Eden I & R, Inc.
- Family Resource Center, Fremont
- George Mark Children's House
- LIFE Eldercare Transportation Program
- Operation Access
- Paratransit
- Rubicon Programs Wellness Services
- Special Need Children Center
- Union City Family Center
- Union City Transit
- Washington Women's Center

Heart/Stroke

- American Heart Association
- Alameda County Community Food Bank (multiple sites)
- Alameda County Nutrition Services - Women, Infants, and Children (WIC)
- Alameda County Public Health Department
- Alameda County Social Services Agency
- California State University, East Bay, Hayward Promise Neighborhood
- Centro de Servicios
- City of Fremont Parks & Recreation Division
- East Bay Regional Parks District
- Family Resource Center, Fremont
- Hayward Area Recreation & Park District
- LIFE Eldercare, Inc.
- Meals on Wheels of Alameda County
- Newark Recreation & Community Services Department
- Solid Rock Community Services, Newark
- Tri-City Volunteers Food Bank and Thrift Store
- Union City Community & Recreation Services Department
- Union City Family Center
- Viola Blythe Community Service Center of Newark

Housing & Homelessness

- Abode Services
- Alameda County Homeless Project - Hayward (incl. Special Needs Housing)
- Alameda County Housing & Community Development
- Alameda County Social Services Agency
- Bay Area Community Services (BACS)
- Building Futures
- DeafPlus
- Everyone Home

- Fremont Family Resource Center
- HOPE Project Mobile Health Clinic
- Union City Family Center

Respiratory Health

- Alameda County Asthma Coalition
- Alameda County Public Health Department, Asthma Start Program
- Alameda County Healthy Homes Alliance
- American Lung Association
- Bay Area Healthy 880 Communities
- Breathe California
- Tobacco Control Coalition of Alameda County

ATTACHMENT 4: QUALITATIVE RESEARCH PROTOCOLS

WHHS CHNA Key Informant Interview (KII) Protocol (60 min.)

PREP

- Schedule, call, send survey and main questions [*minimum: 1 week ahead of time*]
- 48 hours before, prepare:
    - Review the individuals' backgrounds on LinkedIn and/or their organizations' websites; review their survey responses (health needs they identified).
    - Send reminder email; if any didn't respond to the survey (most pressing needs among those they serve), include the link and ask them to respond ASAP before the focus group.
    - Ensure you have slides of agenda/questions/identified needs ready.

INTRODUCTION (10 MIN.)

[Start recording from the beginning of the session. Remember, do not admit anyone who has not consented to recording.]

- Welcome and thanks.
- What the project is about:
    - Identifying health needs in our community here in the Washington service area, southern Alameda County, including social determinants of health (called the Community Health Needs Assessment or CHNA)
    - The report based on this assessment will be a snapshot in time, required of all non-profit hospitals in the U.S. every three years; this report will be published next year (in 2023) and consulted through 2026
    - Will inform investments that hospitals make to address community needs
- Our interview is scheduled for sixty minutes – does that still work for you?
- Today's questions:
    - Better understand the needs you identified as most pressing in southern Alameda County
    - Which populations are experiencing inequities related to the needs
    - How things may have changed recently (trends)
    - Any models or best practices you know of for addressing the needs
    - Areas of concern
    - *[If not one of the needs identified:]* Your expertise as it relates to the community's needs
    - *[If not one of the needs identified:]* Your comments on how the pandemic has affected the people you serve
- What we'll do with the information you tell us today:
    - Will record so that we can get the most accurate record possible.
    - Will not share the audio itself; transcript will go to hospital
    - We will read all of the transcripts and summarize the things we learn. We will also use some quotes so that the hospital can read your own words. We will not use your name when we give them those quotes.
    - Hospitals will make decisions about which needs they can best address
    - We can keep anything confidential, even the whole interview. Let me know at any time.

    - [*First half depends on their survey response:*] Plan to name *you/your organization* in the report where we list all the experts we consulted, but will not attach your name to any quotes we might use.
- Any questions before I begin? [If we don't have the answer, commit to finding it and sending later via email]
- [Make sure that recording is in progress.]

HEALTH NEEDS DISCUSSION (35 MIN.)

You identified [*read list*] as the most pressing needs for the people you serve. For each of these needs, I'll ask you four things [*read only **bold text** to introduce this section*]:

1. Please describe **how you see the need playing out**, including how well the need is being addressed right now and what barriers might exist to seeing better outcomes. *Probe:* Who is addressing the need?

[*Prompts for barriers if they are having trouble thinking of any:* Income/economic issues, language, culture/stigma, lack of awareness/education, policies/laws, budget cuts, lack of community resources, geographic location, transportation, housing, addiction, stress, being victims of abuse/bullying/crime]

2. This may overlap the previous question, but I'll ask you to identify **which populations are experiencing inequities** with respect to the need (that is, who are better or worse off than others) and explain their situation.

[*Prompts for populations if they are having trouble thinking of any*: income/education level, housing status, language, immigration status, age/generation, ethnicity, sexual orientation, gender identity, disability status, geographic location]

3. Third, to say **how things may have changed** in the last few years (since we know that the data always lags what is happening now). What emerging trends or areas of concern do you see? Think about how things were going prior to the emergence of COVID-19, and also how they are now, with the impact of the pandemic.

4. Finally, I'll ask you to explain **what you feel is needed to better address this need**, including **any models or best practices for addressing the need.** *Probe*: What resources would you like to see Washington offer? [*Prompts if needed:* Practices you have observed within your organization, in our county agencies, national practices you have heard about, or practices you have read about in literature.]

OK, let's get started. For [name first need], [start at Q1; address all four questions, then go back to Q1-4 with second need, again with third need, then go on to the questions below.]

Only if their expertise was not related to one or more of the needs chosen:
FURTHER DISCUSSION: THEIR EXPERTISE (5 min.)

You were invited to share your expertise/experience about [*e.g., substance use disorder, senior health, or homelessness*]. Let's talk a little about that; how does it relate to the community's health needs?

Only if COVID was not chosen as a need/was not discussed in the context of other needs:
FURTHER DISCUSSION: CORONAVIRUS PANDEMIC (5 min.)

I know you didn't identify the coronavirus as a specific need; would you mind...

- Telling me about the effects of the pandemic you may be seeing among the people you serve (not just among those who were ill with COVID)?
- What inequities are you seeing?
- How have things changed in the last few years (both prior to COVID, and since COVID began)?

ADDITIONAL COMMENTS (time permitting)

We have a few minutes left; is there anything else you would like to add regarding community health needs? Anything else we can convey to the hospital?

REQUEST FOR ASSISTANCE WITH ASSETS LIST (2 min.)

The IRS requires that we get feedback from the community on potential resources available to address these health needs. We are compiling a list of resources by health need later this year, which will be based on 2-1-1's list. **Would you be willing to review a list at that time, related to your area of expertise, and give us feedback?** For example, we may ask whether the resources seem sufficient or if there are resources available that we have missed. *[Make a note as to whether they agree or not.]*

CLOSING (1 min.)
Thank you for contributing your expertise and experience to the CHNA. You can look for Washington's CHNA report to be made publicly available on its website in the second half of 2023.
If anything occurs to you later that you would like to add to this discussion, please feel free to send me an email.

Washington Hospital CHNA FG Protocol - Professionals (60 min.)

PREP

- Schedule or work with host to schedule a group of 8-12 participants. If needed, create recruitment email/flier for hospital rep. Ahead of time, send participants:
    - Pre-focus group survey and main questions [*minimum: 1 week ahead of time*].
    - FG date, time, and Zoom login information
    - Advise that the session will be recorded
- 48 hours before, prepare:
    - Review the individuals' backgrounds on LinkedIn and/or their organizations' websites; review their survey responses (health needs they identified).
    - Send reminder email; if any didn't respond to the survey, include the link and ask them to respond ASAP before the focus group.
    - Ensure you have slides of agenda/questions/identified needs ready.

INTRODUCTION (10 MIN.)

[Start recording from the beginning of the session.]

- Hello everyone. Today we are hosting a focus group about health here in the Washington service area, southern Alameda County. This session will run until [*time*].
- My name is _____ and I'm with Actionable Insights, a local consulting firm. When we start our discussion in a few minutes, we will call ask you to say your name before speaking.
- What the project is about:
    - Identifying health needs in our community, including social determinants of health (called the Community Health Needs Assessment or CHNA)
    - The report based on this assessment will be a snapshot in time, required of all non-profit hospitals in the U.S. every three years; this report will be published next year (in 2023) and consulted through 2026
    - Will inform investments that hospitals make to address community needs
- Today's questions: *show slide/poster*
    - We'll go over them more in a minute.
        - Better understand the needs you identified as most pressing in southern Alameda County
        - Which populations are experiencing inequities related to the needs
        - Trends (How things may have changed recently)
        - Models or best practices you know of for addressing the needs
        - Areas of concern
        - [If not one of the needs identified:] Your expertise as it relates to the community's needs
        - [If not one of the needs identified:] Your comments on how the pandemic has affected the people you serve
- What we'll do with the information you tell us today:
    - We are recording this group so that we can make sure to get your words right.
    - Will not share the audio itself; transcript or notes will go to hospital
    - When we are finished with all of the focus groups, we will summarize the things we learn.
    - We will also use some quotes in our reports, which we will keep anonymous.

    - If for any reason you are deciding that you do not want to participate, it is OK to leave the meeting now. No hard feelings!
- Guidelines:
    - We know you have other commitments and we really appreciate you taking the time out of your day to be here. It is my job to move us along to keep us on time. I may interrupt you; I don't mean any disrespect, but it is important to get to all of the questions so we can finish on time.
    - For Zoom: We understand that you may have distractions on your end; we ask that you do the best you can to remain present, and let us know through the chat if you absolutely need to step away.
    - In-person: If you need to take an emergency call, please step outside so that we can continue the discussion here in the room.
    - It's OK to disagree, but please be respectful. We want to hear from everyone. Really want your personal opinions and perspectives, even – especially! – if they aren't the same as everyone else's.
- Any questions before I begin? [If we don't have the answer, commit to finding it and sending later via email.]

HEALTH NEEDS DISCUSSION (35 MIN.)
As a group, you identified [*read list*] as the most pressing needs for the people you serve -- these are the needs that were ranked the highest in the pre-survey. For each of these needs, I'll ask you four things [*read only **bold text** to introduce this section*]:

1. *[Facilitators call on participants one by one.]* "Please say your first name, and then describe **how you see the need playing out**, including how well the need is being addressed right now and what barriers might exist to seeing better outcomes. You can choose to pass if you didn't rank the need highly or don't have anything to say about it."
   [*Prompts for barriers if they are having trouble thinking of any:* Income/economic issues, language, culture/stigma, lack of awareness/education, policies/laws, budget cuts, lack of community resources, geographic location, transportation, housing, addiction, stress, being victims of abuse/bullying/crime]

2. This may overlap the previous question, but I'll ask you to identify **which populations are experiencing inequities** with respect to the need (that is, who are better or worse off than others) and explain their situation.
   [*Prompts for populations if they are having trouble thinking of any*: income/education level, housing status, language, immigration status, age/generation, ethnicity, sexual orientation, gender identity, disability status, geographic location]

3. Third, to say **how things may have changed** in the last few years (since we know that the data always lags what is happening now). What emerging trends or areas of concern do you see? Think about how things were going prior to the emergence of COVID-19, and also how they are now, with the impact of the pandemic.

4. Finally, I'll ask you to explain **what you feel is needed to better address this topic**, including **any models or best practices.** *Probe*: What resources would you like to see Washington offer? [*Prompts if needed:* Practices you have observed within your organization, in our county agencies, national practices you have heard about, or practices you have read about in literature.]

OK, let's get started. For [name first need], [start at Q1; address all four questions, then go back to Q1-4 with second need, again with third need, then go on to the questions below.]

Only if their expertise was not related to one or more of the needs chosen:
FURTHER DISCUSSION: THEIR EXPERTISE (5 min.)

You were invited to share your expertise/experience about [*e.g., substance use disorder, senior health, or homelessness*]. Let's talk a little about that; how does it relate to the community's health needs?

Only if COVID was not chosen as a need/was not discussed in the context of other needs:
FURTHER DISCUSSION: CORONAVIRUS PANDEMIC (5 min.)

I know you didn't identify the coronavirus as a specific need; would you mind...

- Telling me about the effects of the pandemic you may be seeing among the people you serve (not just among those who were ill with COVID)?
- What inequities are you seeing?
- How have things changed in the last few years (both prior to COVID, and since COVID began)?

ADDITIONAL COMMENTS (time permitting)
We have a few minutes left; is there anything else you would like to add regarding community health needs? Anything else we can convey to the hospital?

REQUEST FOR ASSISTANCE WITH ASSETS LIST (2 min.)
The IRS requires that we get feedback from the community on potential resources available to address these health needs. We are compiling a list of resources by health need later this year, which will be based on 2-1-1's list. **Would you be willing to review a list at that time, related to your area of expertise, and give us feedback?** For example, we may ask whether the resources seem sufficient or if there are resources available that we have missed. *[Make a note as to whether they agree or not.]*

CLOSING (1 min.)
Thank you for contributing your expertise and experience to the CHNA. You can look for Washington's CHNA report to be made publicly available on its website in the second half of 2023.
If anything occurs to you later that you would like to add to this discussion, please feel free to send me an email.

WHHS CHNA FG Protocol - Community Members (60 min.)

PREP

- Work with host to schedule a group of 8-12 participants. If needed, create a recruitment email/flier for hospital rep. Ahead of time, have host send participants:
    - Pre-focus group health needs survey and main questions
    - FG date, time, and Zoom login information
    - Advise that the session will be recorded
- 48 hours before, prepare:
    - PDF of agenda/questions
    - Review pre-survey responses (if not everyone who's expected responses, let host know to send reminders)
    - Ensure you have slides of agenda/questions/identified needs ready.

INTRODUCTION (10 MIN.)

[Start recording from the beginning of the session. Remember, do not admit anyone who has not consented to recording.]

- Hello everyone. Today we are hosting a focus group about health here in Southern Alameda County. This session will run until [*time*].
- My name is _____ and I'm with Actionable Insights, a local consulting firm. When we start our discussion in a few minutes, we will call on you and ask you to say your name before speaking.
- Purpose:
    - You are here today to let nonprofit hospitals know what the biggest health needs are in our county.
    - This is called the Community Health Needs Assessment (CHNA), which is required every three years by the IRS, so it is an official, public report.
    - Hospitals will use this to plan how they will use their resources to improve health and wellness in our county.
- Today's questions: *show slide*
    - What are the needs?
        - Which groups of people are doing better or worse when it comes to the needs?
        - What can hospitals/health systems do to improve health in the community?
    - We will also talk about your pandemic experience and what you think the long-term effects will be (not just on health, but overall).
    - Lastly, we will get your perspective about equity and cultural competence when it comes to healthcare.
- Confidentiality:
    - We are recording this group so that we can make sure to get your words right.
    - We will only use first names here -- you will be anonymous. (If you want to use a fake name that's OK, too!)
    - Will not share the video itself; transcript will go to hospital.
    - When we are finished with all of the focus groups, we will read all of the transcripts and summarize the things we learn. We will also use some quotes so that the hospital can read your own words. We will not use your name when we give them those quotes.

    - If for any reason you are deciding that you do not want to participate, it is OK to leave the meeting now. No hard feelings!
- Guidelines:
    - We know you have other commitments and we really appreciate you taking the time out of your day to be here. It is my job to move us along to keep us on time. I may interrupt you; I don't mean any disrespect, but it is important to get to all of the questions so we can finish on time.
    - We understand that you may have distractions on your end; we ask that you do the best you can to remain present, and let us know through the chat if you absolutely need to step away.
    - You have a choice of a $40 gift card to Amazon or Target. Please chat your email address to my colleague [*name*] now, along with your choice. If you don't tell her which one you prefer, we'll send you an Amazon gift card.
    - It's OK to disagree, but please be respectful. We want to hear from everyone. Really want your personal opinions and perspectives, even – especially! – if they aren't the same as everyone else's.

- Any questions before I begin? [If we don't have the answer, commit to finding it and sending later via email]
- Make sure that recording is in progress.

HEALTH NEEDS DISCUSSION (45 MIN.)

- To start off, we would like to know: **when you imagine a healthy community, what does it look like**? How does this compare/differ to any specific health concerns you have about your own community?

- As a group, you identified [*read list*] as the most pressing needs for the people you serve – these are the needs that got the most votes in the pre-survey. For each of these needs, I'll ask you four things [*read only **bold text** to introduce this section*]:

1. *[Facilitators call on participants one by one.]* "Please describe **how you see the need playing out**, including how well the need is being addressed right now and what barriers might exist to seeing better outcomes. You can choose to pass if you didn't vote for the need and don't have anything to say about it." [*Prompts for barriers if they are having trouble thinking of any:* Income/economic issues, language, culture/stigma, lack of awareness/education, policies/laws, budget cuts, lack of community resources, geographic location, transportation, housing, addiction, stress, being victims of abuse/bullying/crime]

2. This may overlap the previous question, but I'll ask you to identify **which populations are experiencing inequities** with respect to the need (that is, who are better or worse off than others) and explain their situation.
   [*Prompts for populations if they are having trouble thinking of any*: income/education level, housing status, language, immigration status, age/generation, ethnicity, sexual orientation, gender identity, disability status, geographic location]

3. Finally, I'll ask you to describe, for that need, what you think the people in charge should do to support, enhance, facilitate, or fund to help communities become healthier. This may include resources you wish to see offered by the hospital, or services that you think are important to your health or improving everyone's well-being.

OK, let's get started. For [name first need], [start at Q1; address all four questions, then go back to Q1-3 with second need, again with third need, then go on to the questions below.]

YOUR PANDEMIC EXPERIENCE (15 min.)

We all know that the coronavirus has been really disruptive to our normal lives since March of 2020. Specifically, we want to hear about your experience with getting health care since then.

- *[Facilitators call on participants one by one.]* Tell us about how the pandemic affected your ability to access healthcare.

  [Potential probes] Tell us more about your reasons for putting off a regular appointment or not seeing a provider for something that went wrong. Tell us your opinion of virtual appointments. How did you like them? What was good about them (maybe even better than an in-person appointment)? What about them could be improved?
- **Not only thinking about healthcare, but more generally:** What do you think the long-term impact of the pandemic will be on you, your family, and your friends and neighbors?

YOUR PERCEPTION OF EQUITY ISSUES (20 min.)

As you probably know, people have been talking about issues of equity much more than ever before. "Equity" means fairness and unbiased treatment. When it comes to health care, what's your perspective about equity and cultural competence? For example:

- What do you think are the barriers to everyone having the same access to healthcare?
- What do you think are the barriers to everyone getting the same quality of healthcare?
- We know how important it is that healthcare providers care for people in a respectful and culturally competent way. How can local providers do better in this area? Can you share any examples of something that's worked well in your experience?
- What can hospitals and health systems do to best address equity for you and the people in your community?

CLOSING (1 min.)
Thank you for contributing your ideas and experience to the CHNA.
You can contact us if you want any more information about the assessment. If anything occurs to you later that you would like to add, please feel free to send me an email.

ATTACHMENT 5: IRS CHECKLIST

Section §1.501(r)(3) of the Internal Revenue Service code describes the requirements of the CHNA.

Federal Requirements Checklist	Regulation Section Number	Report Reference
A. Activities Since Previous CHNA(s)		
Describes the written comments received on the hospital's most recently conducted CHNA and most recently adopted implementation strategy.	(b)(5)(C)	Section #2
Describes an evaluation of the impact of any actions that were taken, since the hospital facility finished conducting its immediately preceding CHNA, to address the significant health needs identified in the hospital facility's prior CHNA(s).	(b)(6)(F)	Section #2
B. Process & Methods		
Background Information		
Identifies any parties with whom the facility collaborated in preparing the CHNA(s).	(b)(6)(F)(ii)	Section #4
Identifies any third parties contracted to assist in conducting a CHNA.	(b)(6)(F)(ii)	Section #4
Defines the community it serves, which: • Must take into account all patients without regard to whether (or how much) they or their insurers pay for care or whether they are eligible for assistance. • May take into account all relevant circumstances including the geographic area served by the hospital, target population(s), and principal functions. • May *not* exclude medically underserved, low-income, or minority populations who live in the geographic areas from which the hospital draws its patients.	(b)(i) (b)(3) (b)(6)(i)(A)	Section #3
Describes how the community was determined.	(b)(6)(i)(A)	Section #3
Describes demographics and other descriptors of the hospital service area.		Section #3
Health Needs Data Collection		
Describes **data and other information** used in the assessment:	(b)(6)(ii)	
a. Cites external source material (rather than describe the method of collecting the data).	(b)(6)(F)(ii)	Attachments 1 & 2
b. Describes methods of collecting and analyzing the data and information.	(b)(6)(ii)	Section #5
CHNA describes how it took into account input from persons who represent the broad interests of the community it serves in order to identify and prioritize health needs and identify resources potentially available to address those health needs.	(b)(1)(iii) (b)(5)(i) (b)(6)(F)(iii)	Section #5
Describes the medically underserved, low-income, or minority populations being represented by organizations or individuals that provide input.	(b)(6)(F)(iii)	Section #5
a. At least one state, local, tribal, or regional governmental public health department (or equivalent department or agency) or a State Office of Rural Health.	(b)(5)(i)(A)	Section #5 & Attachment 1

Federal Requirements Checklist	Regulation Section Number	Report Reference
b. Members of the following populations, or individuals serving or representing the interests of populations listed below. (Report includes the names of any organizations - names or other identifiers not required.)	(b)(5)(i)(B)	Section #5 & Attachment 1
I. Medically underserved populations	(b)(5)(i)(B)	Section #5 & Attachment 1
II. Low-income populations	(b)(5)(i)(B)	Section #5 & Attachment 1
III. Minority populations	(b)(5)(i)(B)	Section #5 & Attachment 1
c. Additional sources (optional) – (e.g., healthcare consumers, advocates, nonprofit and community-based organizations, elected officials, school districts, healthcare providers and community health centers).	(b)(5)(ii)	Section #5 & Attachment 1
Describes how such input was provided (e.g., through focus groups, interviews or surveys).	(b)(6)(F)(iii)	Section #5 & Attachment 1
Describes over what time period such input was provided and between what approximate dates.	(b)(6)(F)(iii)	Section #5 & Attachment 1
Summarizes the nature and extent of the organizations' input.	(b)(6)(F)(iii)	Sections #5, #6, & Attachment 1
C. CHNA Needs Description & Prioritization		
Health needs of a community include requisites for the improvement or maintenance of health status both in the community at large and in particular parts of the community (such as particular neighborhoods or populations experiencing health disparities).	(b)(4)	Section #6
Prioritized description of significant health needs identified.	(b)(6)(i)(D)	Section #6
Description of process and criteria used to identify certain health needs as significant and prioritizing those significant health needs.	(b)(6)(i)(D)	Section #5
Description of the resources potentially available to address the significant health needs (such as organizations, facilities, and programs in the community, including those of the hospital facility.	(b)(4) (b)(6)(E)	Section #7 & Attachment 3
D. Finalizing the CHNA		
CHNA is conducted in such taxable year or in either of the two taxable years immediately preceding such taxable year.	(a)1	Sections #1 & #5
CHNA is a written report that is adopted for the hospital facility by an authorized body of the hospital facility (authorized body defined in §1.501(r)-1(b)(4)).	(b)(iv)	Section #8
Final, complete, and current CHNA report has been made widely available to the public until the subsequent two CHNAs are made widely available to the public. "Widely available on a web site" is defined in §1.501(r)-1(b)(29).	(b)(7)(i)(A)	By 6/30/2023
a. May not be a copy marked "Draft".	(b)(7)(i)(A)	By 6/30/2023

Federal Requirements Checklist				Regulation Section Number	Report Reference
		b.	Posted conspicuously on website (either the hospital facility's website or a conspicuously-located link to a web site established by another entity).	(b)(7)(i)(A)	By 6/30/2023
		c.	Instructions for accessing CHNA report are clear.	(b)(7)(i)(A)	By 6/30/2023
		d.	Individuals with Internet access can access and print reports without special software, without payment of a fee, and without creating an account.	(b)(7)(i)(A)	By 6/30/2023
		e.	Individuals requesting a copy of the report(s) are provided the URL.	(b)(7)(i)(A)	By 6/30/2023
		f.	Makes a paper copy available for public inspection upon request and without charge at the hospital facility.	(b)(7)(i)(B)	By 6/30/2023

Further IRS requirements not applicable to this report:

- §1.501(r)-3(b)(iv) and (v): separate and joint CHNA reports
- §1.501(r)-3(d): requirements that apply to new hospital facilities, transferred or terminated hospital facilities, and newly acquired hospital facilities
- §1.501(r)-3(a)(2) and (c): implementation strategy requirements

STAFF REPORT

Item B. 4.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	AC Transit Realign bus service network plan presentation

AC Transit has embarked on Realign, a comprehensive planning process to better match their service to peoples' transit needs. A representative from AC Transit will present preliminary bus service plan scenarios at the City Council meeting. They plan to implement the service changes in August 2024.

For more information on the project, please visit: Realign

Attachments

Presentation

Realign

Check out our proposals online!

Realign Draft Service Scenarios

INFORMATIONAL ITEM: AC Transit Realign Bus Service Network Plan Update

Newark City Council

THURSDAY, NOVEMBER 9, 2023

AC Transit At-a-Glance

Rider Demographics:

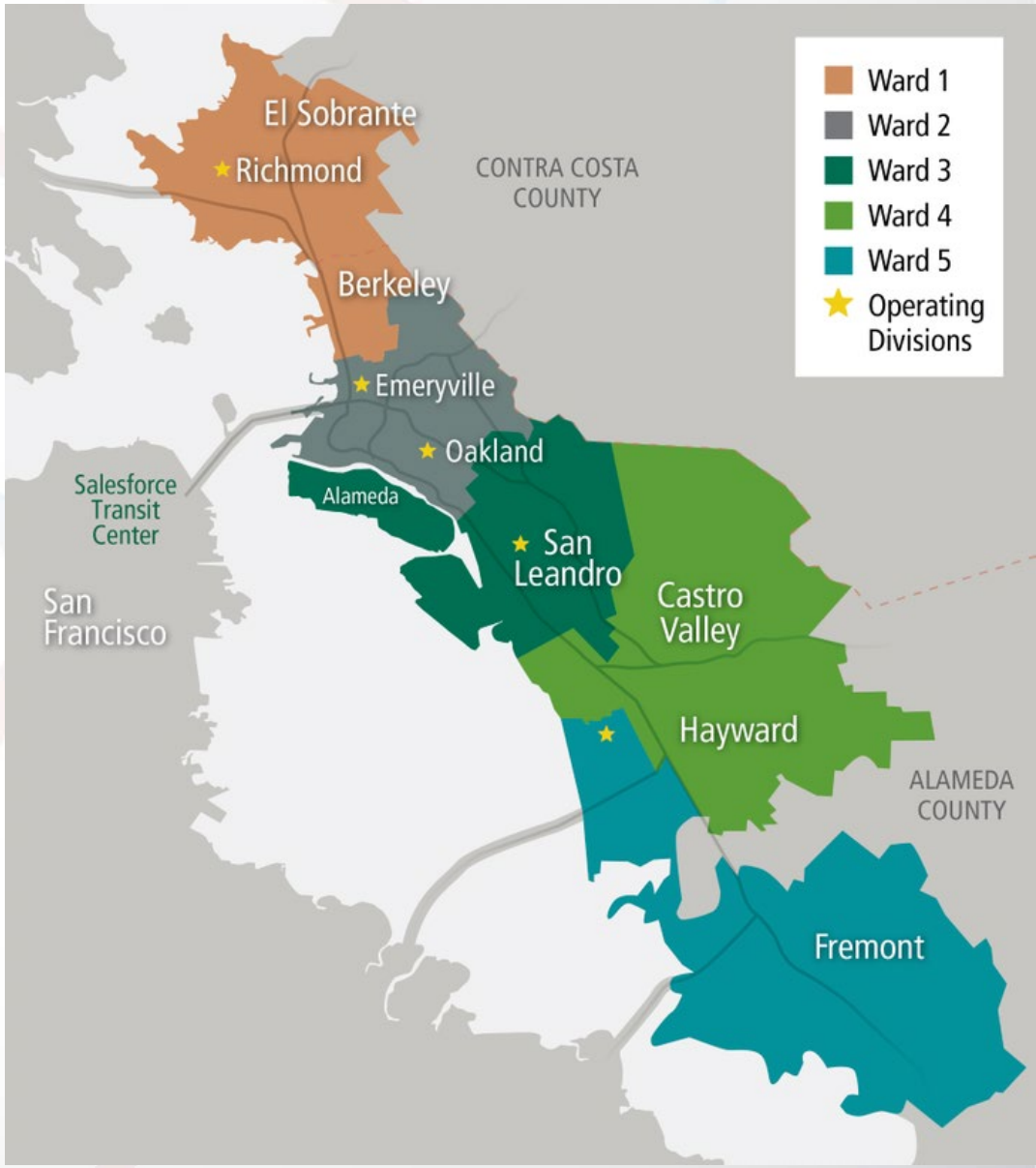
- **65%** low income
- **75%** people of color
- **29%** Limited English Proficiency
- **27%** of riders are traveling to work
- **30,000** student trips to and from school every school day

Riders During Pandemic:

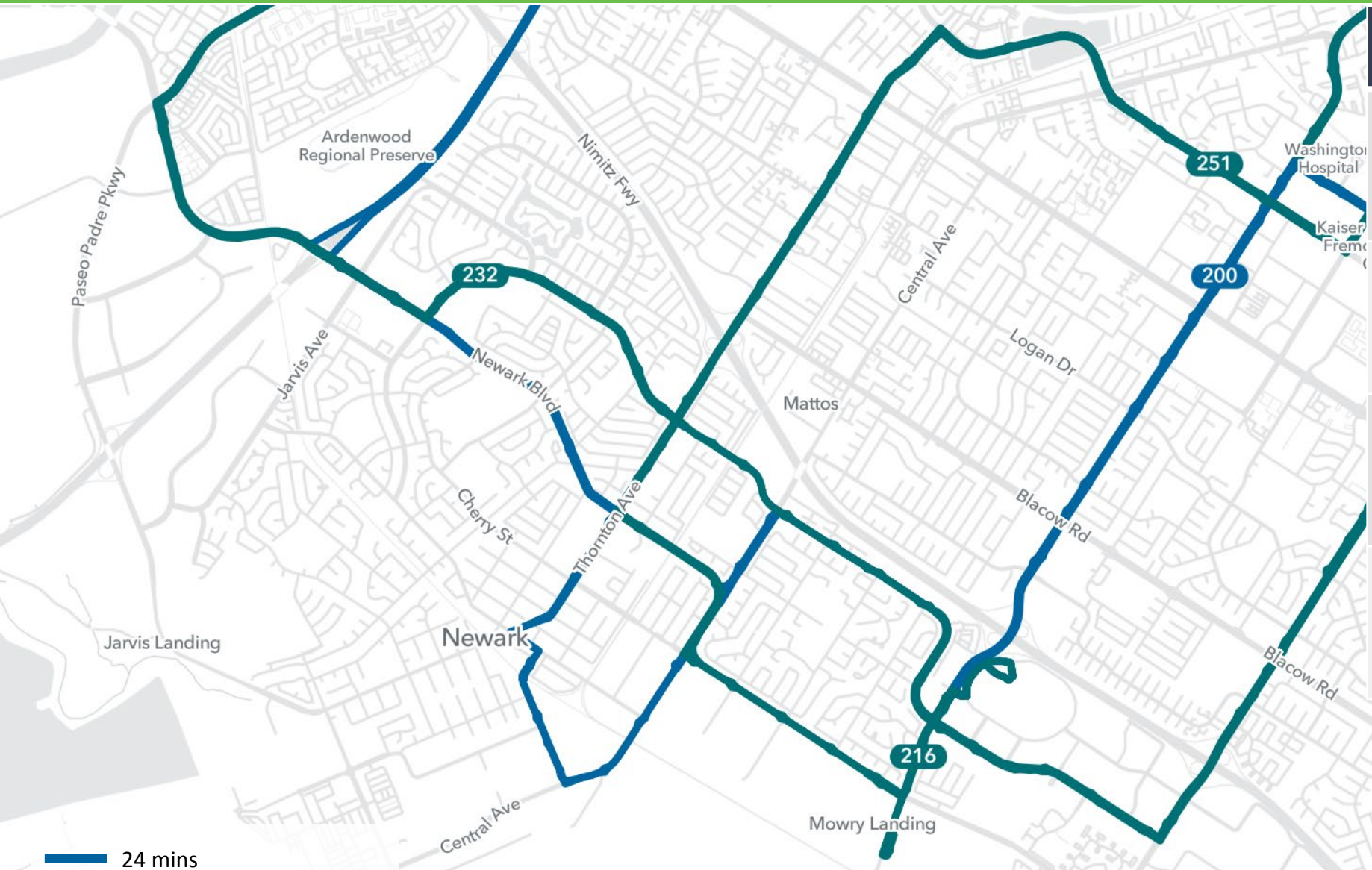
- **40%** of riders made an essential trip
- **15%** of riders identified as an essential worker
- **43%** riders do not have access to a car

We serve

Essential workers, students, low-income, seniors, commuters, individuals with disabilities, and anyone wishing to reduce their carbon footprint.



Transit Service in Newark Today



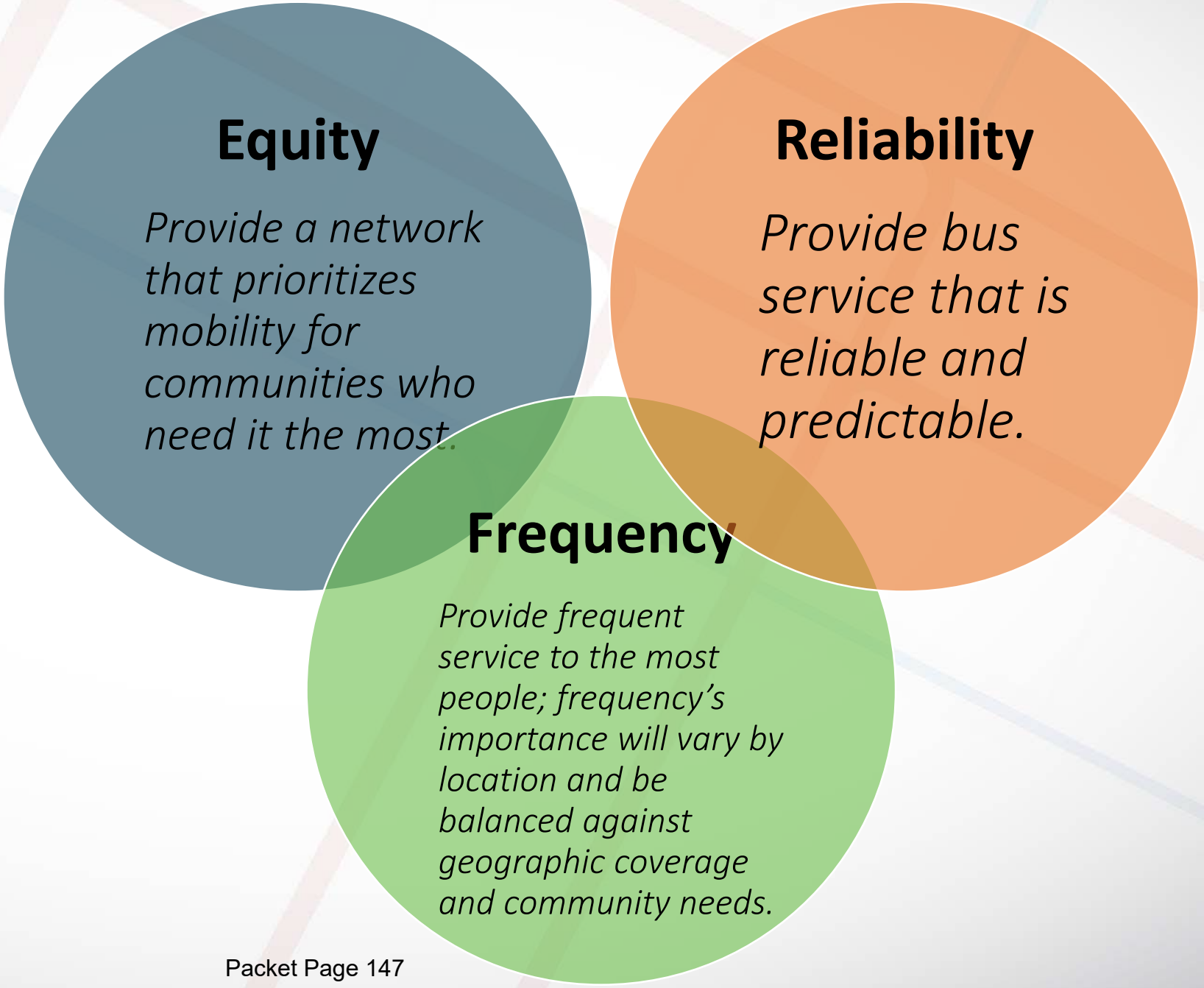
Line	Serving	Wkdy Frequency
200	Union City BART - Decoto - Newark Blvd - NewPark Mall – Mowry – Fremont BART	Every 24 min
216	Union City BART - Niles - Mowry - Fremont BART - Stevenson - NewPark Mall - Silliman Center	Every 60 min
232	Fremont BART - Mission – Union City BART - Decoto – Paseo Padre - Lido Faire - NewPark Mall	Every 60 min
251	Fremont BART - Paseo Padre - Thornton – Ohlone College Newark Campus	Every 60 min

Realign Project Phasing

1	2	3	4	5
Develop Plans + Learn Rider Needs	**Aligning Guiding Principles with Community Assessment**	**Develop Service Scenarios and Gather Feedback**	**Draft Final Service Plan and Plan Adoption**	**Develop Service Standards and Inform Riders about Service Changes**
Mar-Jun 2023	*Jul-Aug 2023*	*Sep-Dec 2023*	*Jan-Apr 2024*	*Apr-Sep 2024*

On-going emphasis on equity and transparency in all project phases and communications

Guiding Principles



Service Scenarios Overview

Cost-Neutral

Stay the Course → **Balanced Coverage Scenario**

More Frequency, Less Coverage → **Frequent Service Scenario**

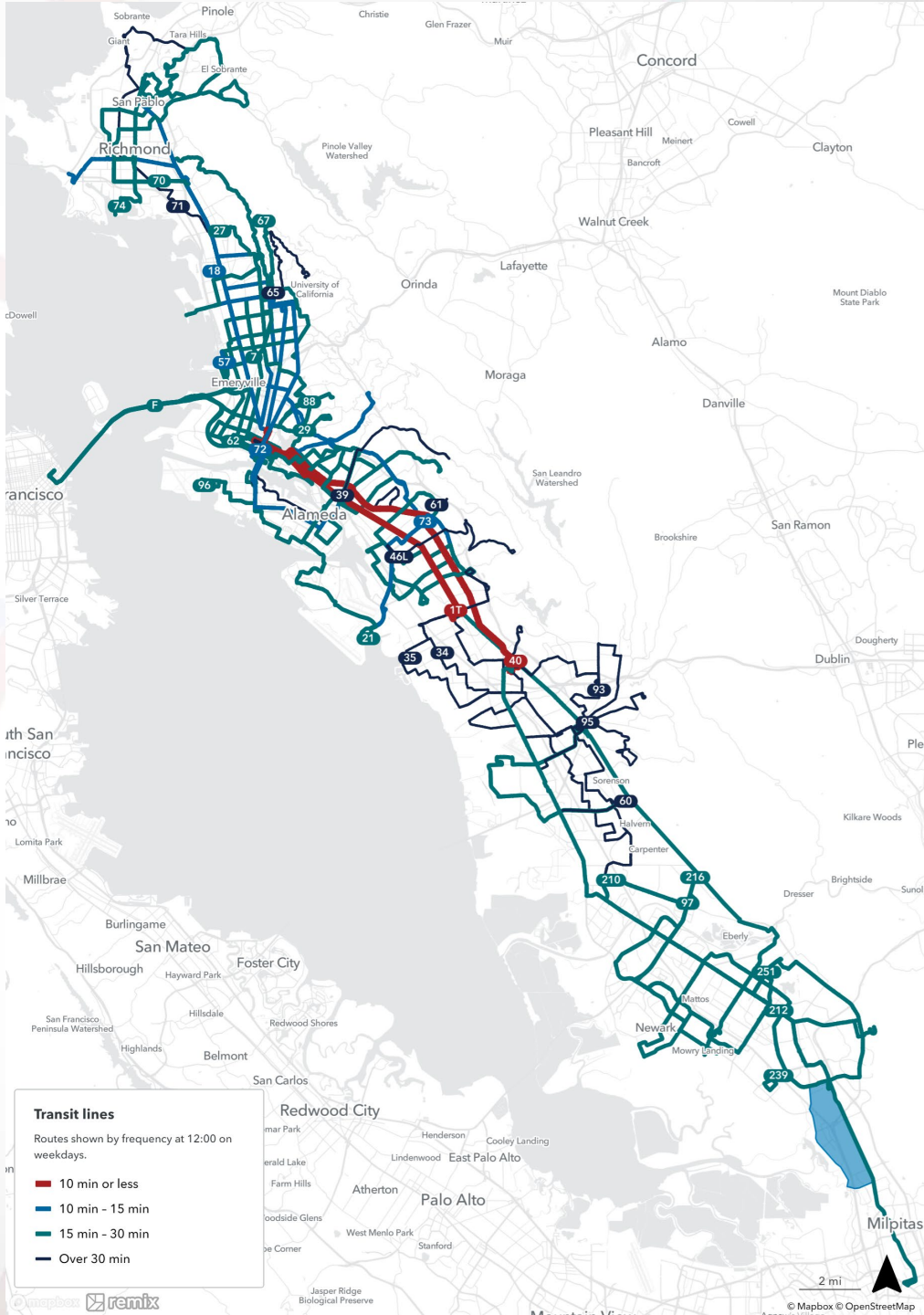
Unconstrained

(Pending funding availability)

More Frequency, More Coverage → **Unconstrained Vision Scenario**

Balanced Coverage Scenario

- Keeps today's balance between core service and providing network coverage.
  - Improves access to many destinations
  - New coverage to areas with high transit demand
  - Simplifies routes to improve reliability and travel time
  - Better matches service frequency to customer demand



Frequent Service Scenario

- Focuses more frequent service in denser areas at the cost of network coverage.
  - All local routes provide weekday service at least every 30 minutes
  - Better frequency on busier trunk routes
  - Simplifies routes to improve reliability and travel times
  - Eliminates less productive local lines and route segments.



Unconstrained Vision Scenario

- Expanded frequent service, expanded coverage, more revenue, operators, buses, bus garages needed.
- Restores pandemic suspensions, with some changes to support equity and reflect new travel patterns.
- Proposed on-demand microtransit zones where fixed route service expansion is less practical.



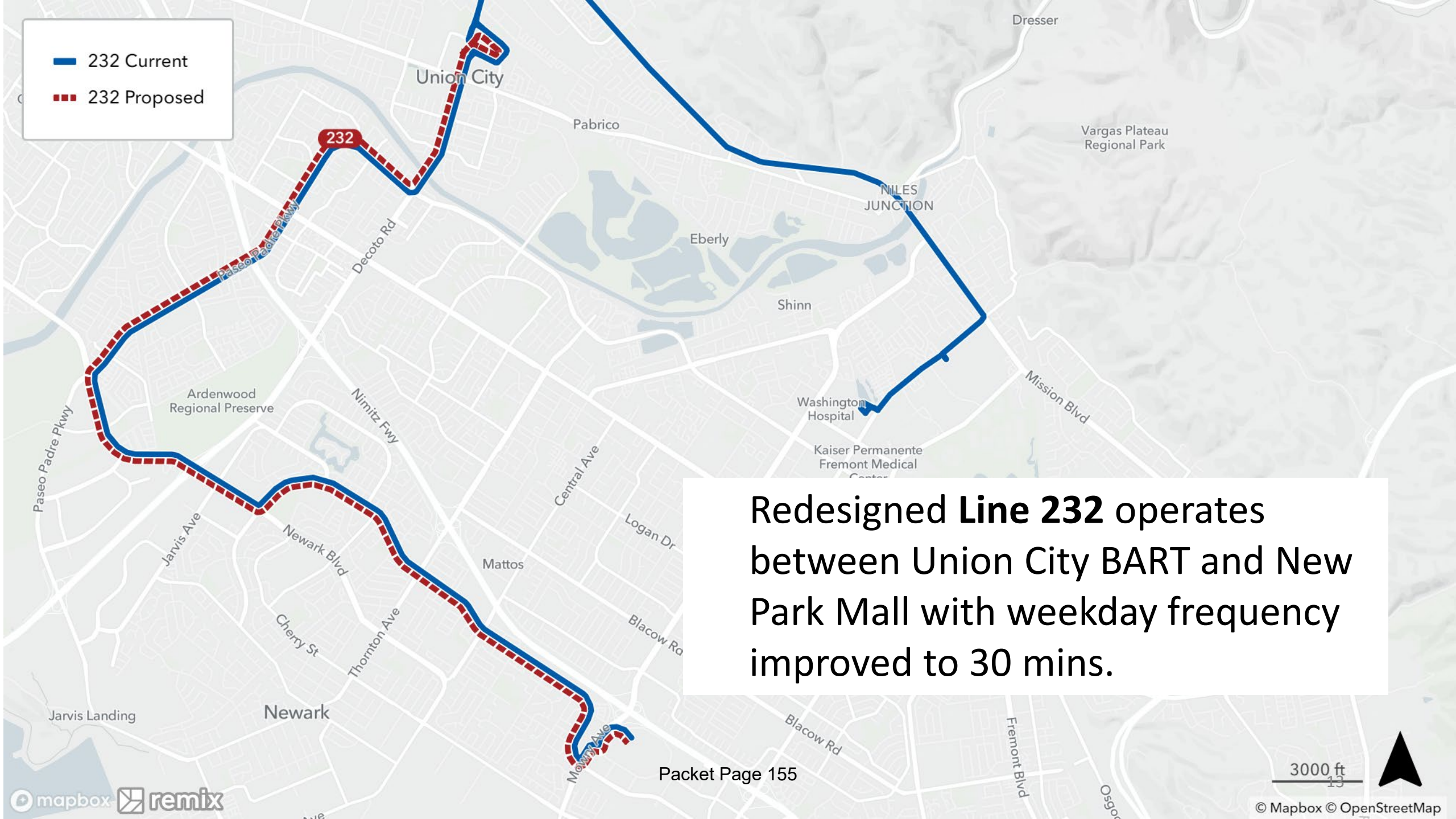
Key Highlights

Consistent between Balanced Coverage and Frequent Service scenarios

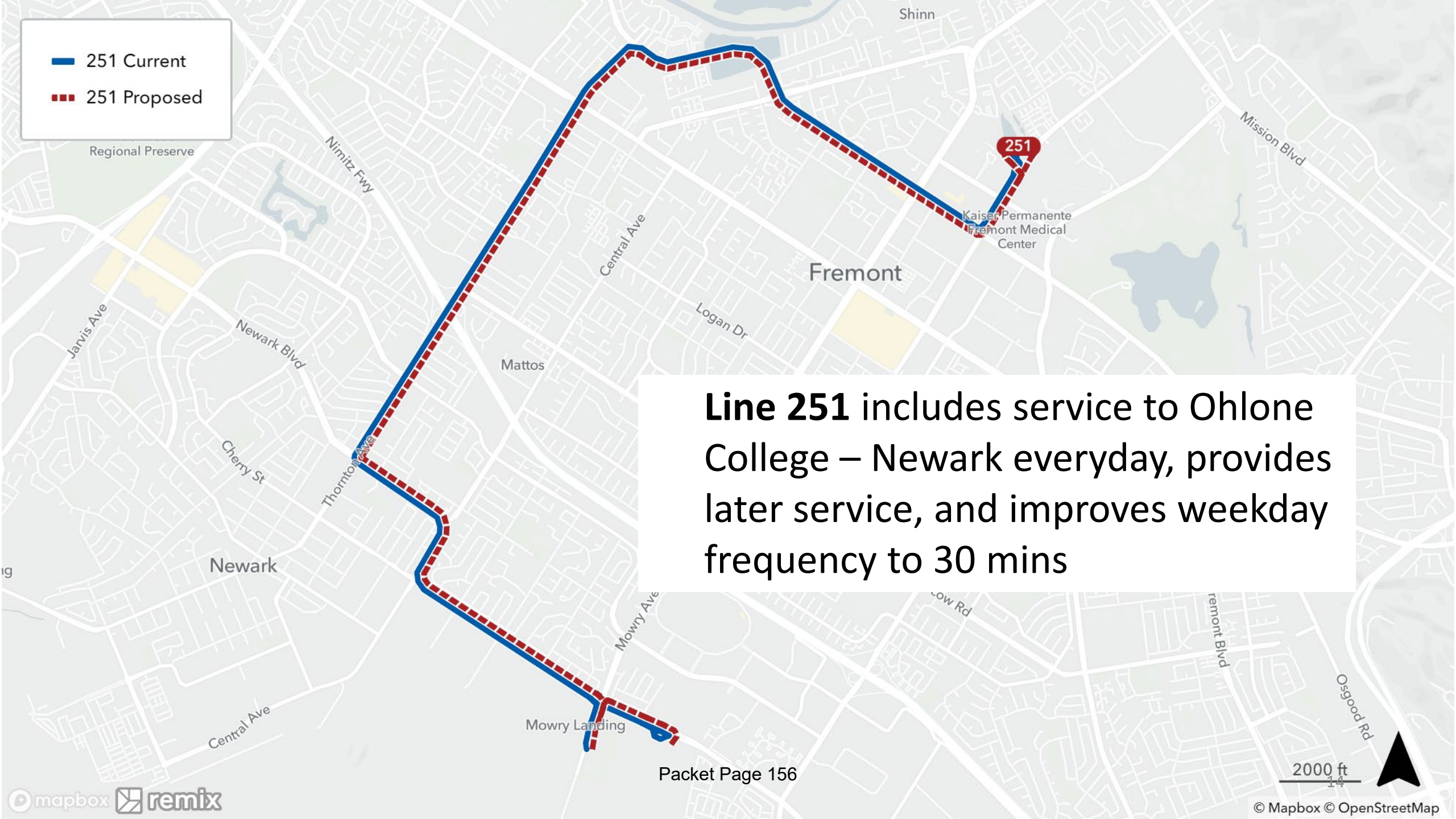


Redesigned **Line 200** expands coverage in western Newark, with service along Enterprise Dr, Willow St, and Central Ave


216 Current
216 Proposed
Redesigned **Line 216** serves Mission Blvd, provides later service, and improves weekday frequency to 30 mins.
Union City
Safeway
Alameda Creek
Lucky
Aegis Garden
Mi Lindo Sinaloa
Mattos
Dino's
Mowry Landing
Mowry Ave
E-Z8 Motel
Mowry East Shopping Center
SpringHill Suites by Marriott Newark Fremont
Hyatt Place
DoubleTree by Hilton Newark Fremont
Amphitheater
Fremont
King Noodle
Pabrico
House of Dumplings
Eberly
Shinn
Niles Essanay Silent Film Museum
Niles
NILES JUNCTION
Washington Hospital
Kaiser Permanente Fremont Medical Center
Stevenson Blvd
Decoto Rd
Alvarado-Niles Rd
Niles Blvd
Cedar Blvd
Blacow Rd
Nimitz Fwy
Butano Park Dr
Robin St
Ellen St
Cahill St
Piper St
Leslie St
Liberty St
Nelson St
Pardee Ave
Sundale Dr
Hillview Dr
2nd St
J St
Tyson Ln
Cherry Ln
216
2000 ft
© Mapbox © OpenStreetMap



Redesigned **Line 232** operates between Union City BART and New Park Mall with weekday frequency improved to 30 mins.



Line 251 includes service to Ohlone College – Newark everyday, provides later service, and improves weekday frequency to 30 mins

System-wide Summary

	Existing Network	Balanced Coverage Scenario	Frequent Service Scenario	Unconstrained Vision Scenario
10 minutes or less	2 routes	3 routes	4 routes	20 routes
10 - 15 minutes	9 routes	8 routes	10 routes	17 routes
15 – 30 minutes	28 routes	34 routes	39 routes	26 routes
Over 30 minutes	23 routes	14 routes	0 routes	0 routes
Total	**62 routes**	**59 routes**	**53 routes**	**63 routes**

Public Engagement: Phase 3

November 1 – December 13, 2023

Shape the future of AC Transit's bus network



Review and comment on bus service proposals online, in person, or at a local library.

Visit: actransit.org/realign



more info at

Actransit.org/realign

Email us at

realign@actransit.org

Staff Contacts

Diann Castleberry
External Affairs Representative
(510) 891-4801
dcastleberry@actransit.org

Crystal Wang
Transportation Planner
(510) 891-4735
cwang@actransit.org

Check out our proposals online!

STAFF REPORT

Item D. 1.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 10.12.23
Audited Demands 10.19.23

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 10/12/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	10/12/2023	9569	Accounts Payable	AFLAC		893.28
	Invoice		Date	Description	Check Sort Code	Amount
	207147		09/26/2023	AFLAC - SEPTEMBER 2023 PREMIUMS		893.28
Check	10/12/2023	9570	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,093,290.00
	Invoice		Date	Description	Check Sort Code	Amount
	2023-24-067		09/21/2023	CONTRACT FIRE SERVICES - 09/23		1,093,290.00
Check	10/12/2023	9571	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		735.65
	Invoice		Date	Description	Check Sort Code	Amount
	PPE 9.30.23		10/05/2023	GARNISH - CASE 21CV000937		735.65
Check	10/12/2023	9572	Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		7,014.92
	Invoice		Date	Description	Check Sort Code	Amount
	87827		09/20/2023	SCHOOL CROSSING GUARD SVCS 09/03-09/16/23		7,014.92
Check	10/12/2023	9573	Accounts Payable	ALLIED AUTO STORES INC		420.30
	Invoice		Date	Description	Check Sort Code	Amount
	SEPT' 23		09/30/2023	ALLIED-FLEET SUPPLIES 9/30/23		420.30
Check	10/12/2023	9574	Accounts Payable	BEACON VETERINARY SPECIALISTS		735.00
	Invoice		Date	Description	Check Sort Code	Amount
	143826		08/07/2023	VET SVCS 08/05/23		150.00
	144028		08/11/2023	VET SVCS 08/08/23		190.00
	144894		09/04/2023	VET SVCS 08/21/23		150.00
	144893		09/04/2023	VET SVCS 09/04/23		80.00
	144877		09/03/2023	VET SVCS 08/25/23		165.00
Check	10/12/2023	9575	Accounts Payable	CENTRAL VETERINARY HOSPITAL		616.90
	Invoice		Date	Description	Check Sort Code	Amount
	501206		09/06/2023	VET SVCS 08/02-09/06/23		616.90
Check	10/12/2023	9576	Accounts Payable	CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC		11,420.50
	Invoice		Date	Description	Check Sort Code	Amount
	23-25_02		09/04/2023	INVESTIGATIVE SERVICES - 08/09-08/31/23		11,420.50
Check	10/12/2023	9577	Accounts Payable	NATIONAL PEN CO, LLC		801.05

	Invoice	Date	Description	Check Sort Code	Amount
	113361110	09/20/2023	WATER BOTTLES FOR EVENTS		801.05
Check	10/12/2023	9578 Accounts Payable	CINDY K. HULL & ASSOCIATES - FORENSIC CONSULTING		360.00
	Invoice	Date	Description	Check Sort Code	Amount
	144	08/31/2023	LATENT PRINT ANALYSIS AUGUST 2023		360.00
Check	10/12/2023	9579 Accounts Payable	CLASSIC GRAPHICS		1,329.00
	Invoice	Date	Description	Check Sort Code	Amount
	48303	08/02/2023	WINDOW COVERING-U SHAPE BRACKETS PROJ 1353		1,329.00
Check	10/12/2023	9580 Accounts Payable	COMCAST		846.16
	Invoice	Date	Description	Check Sort Code	Amount
	8821-102823	09/24/2023	TELEVISION & PUBLIC WIFI ACCESS 09/29-10/28/23		846.16
Check	10/12/2023	9581 Accounts Payable	COUNTY OF ALAMEDA OFFICE OF AGENCY DIRECTOR		3,020.00
	Invoice	Date	Description	Check Sort Code	Amount
	2022/2023	09/11/2023	CITY CONTRIBUTIONS FOR HMIS MATCH FY22/23		3,020.00
Check	10/12/2023	9582 Accounts Payable	DELTA DENTAL OF CALIFORNIA		17,188.37
	Invoice	Date	Description	Check Sort Code	Amount
	BE005706922	09/26/2023	DELTA PPO - OCTOBER 2023 PREMIUMS		17,188.37
Check	10/12/2023	9583 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		234.92
	Invoice	Date	Description	Check Sort Code	Amount
	BE05705288	09/26/2023	DELTA CARE - OCTOBER 2023 PREMIUMS		234.92
Check	10/12/2023	9584 Accounts Payable	DIVISION OF THE STATE ARCHITECT		70.60
	Invoice	Date	Description	Check Sort Code	Amount
	0701-093023	10/09/2023	CA STATE CASP FEES (AB1379)		70.60
Check	10/12/2023	9585 Accounts Payable	ENVIRONMENTAL LOGISTICS		1,810.00
	Invoice	Date	Description	Check Sort Code	Amount
	121020	10/02/2023	HAZARDOUS WASTE REMOVAL 10/02/23		1,810.00
Check	10/12/2023	9586 Accounts Payable	ESA		24,650.75
	Invoice	Date	Description	Check Sort Code	Amount
	187120	07/31/2023	HOUSING ELEMENT UPDATE PREPARATION - SVCS 6/1/23 TO 6/30/23		23,075.75
	189051	10/04/2023	HOUSING ELEMENT UPDATE PREPARATION - SVCS 8/1/23 TO 8/31/23		1,575.00
Check	10/12/2023	9587 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		830.52
	Invoice	Date	Description	Check Sort Code	Amount
	20617243	09/19/2023	PARK SUPPLIES-IRRIGATION SIP FIX AND PVC COUPLINGS		59.04
	20648232	09/22/2023	PARK SUPPLIES-IRRIGATION VALVE, GLOBE, FLEX AND SHOVEL		771.48
Check	10/12/2023	9588 Accounts Payable	FEDEX		17.80
	Invoice	Date	Description	Check Sort Code	Amount
	8-262-68840	09/22/2023	PACKAGE DELIVERY 9/13/23		17.80
Check	10/12/2023	9589 Accounts Payable	FEHR & PEERS		1,050.00
	Invoice	Date	Description	Check Sort Code	Amount

	165609	06/13/2023	TRAFFIC PEER REVIEW - CEDAR BLVD TWNHMS(WAYMARK) 4/29/23-5/26/23			1,050.00
Check	10/12/2023	9590 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED			2,318.50
	Invoice	Date	Description		Check Sort Code	Amount
	165965840	09/26/2023	EYEMED - OCTOBER 2023 PREMIUMS			2,318.50
Check	10/12/2023	9591 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.			23,597.81
	Invoice	Date	Description		Check Sort Code	Amount
	E 211718B	09/01/2023	CH, LIB, PD MAINTENANCE CONTRACT SEPTEMBER 2023			3,689.00
	E 211718A	09/01/2023	MAINTENANCE CONTRACT SEPTEMBER 2023			19,908.81
Check	10/12/2023	9592 Accounts Payable	GRAINGER			2,130.35
	Invoice	Date	Description		Check Sort Code	Amount
	9831132346	09/07/2023	FIRE STATION 27 LEVER LOCK			2,130.35
Check	10/12/2023	9593 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES			336.73
	Invoice	Date	Description		Check Sort Code	Amount
	SIN031584	09/15/2023	TRANSACTION TAX - AUDIT & CONTRACT SERVICES Q1/2023			336.73
Check	10/12/2023	9594 Accounts Payable	YAMA HOMAYOUN			1,066.00
	Invoice	Date	Description		Check Sort Code	Amount
	0911-091523EXP	09/20/2023	COMPUTER CRIMES/HIGH TECH INVESTIGATION ANAHEIM 9/11-9/15/23			1,066.00
Check	10/12/2023	9595 Accounts Payable	I PIZZA			1,644.00
	Invoice	Date	Description		Check Sort Code	Amount
	090223-100123	10/02/2023	PIZZA FOR BIRTHDAY PARTIES 09/02 - 10/01/23			1,644.00
Check	10/12/2023	9596 Accounts Payable	JAYSON IMAI			2,026.72
	Invoice	Date	Description		Check Sort Code	Amount
	0826-083023EXP	10/03/2023	EXPENSE REIMBURSEMENT			2,026.72
Check	10/12/2023	9597 Accounts Payable	JOHN KAPU			346.37
	Invoice	Date	Description		Check Sort Code	Amount
	0724-080423EXP	09/14/2023	SWAT BASIC-SAN MATEO JOHN KAPU 07/24-08/04/23			346.37
Check	10/12/2023	9598 Accounts Payable	KBA DOCUMENT SOLUTIONS			4,550.17
	Invoice	Date	Description		Check Sort Code	Amount
	118835	09/25/2023	LEASE PAYMENT 1900869002 - 09/15 - 10/14/2023			4,342.60
	118836	10/09/2023	LEASE PAYMENT 1900869004 - 09/15 - 10/14/2023			207.57
Check	10/12/2023	9599 Accounts Payable	NAPA AUTO PARTS			755.94
	Invoice	Date	Description		Check Sort Code	Amount
	SEPT' 23	09/30/2023	NAPA-FLEET SUPPLIES SEPTEMBER 2023			755.94
Check	10/12/2023	9600 Accounts Payable	JESSICA LOMELI			1,729.93
	Invoice	Date	Description		Check Sort Code	Amount
	0906-090823EXP	10/04/2023	WLLE SAN DIEGO 09/06-09/08/23			1,729.93
Check	10/12/2023	9601 Accounts Payable	MEDCOM			2,425.00
	Invoice	Date	Description		Check Sort Code	Amount

	9118A		08/10/2023	2023 ANNUAL ACA EMPLOYER REPORTING-1ST 50%		2,425.00
Check	10/12/2023	9602	Accounts Payable	MEYERS NAVE		27,201.69
	Invoice		Date	Description	Check Sort Code	Amount
	209755		09/21/2023	LEGAL SVCS FOR CEDAR/ROBSON HOMES - SVCS THRU 8/31/23		101.00
	209758		09/21/2023	LEGAL SVCS FOR NEWPARK PLAZA PROJECT - 8/31/23		4,205.00
	209757		09/21/2023	LEGAL SVCS FOR CEDAR BLVD TWNHMS (WAYMARK) SVCS THRU 8/31/23		303.00
	204357		04/27/2023	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 3/31/23		6,641.17
	205375		05/24/2023	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 4/30/23		4,833.52
	206353		06/21/2023	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 5/31/23		5,103.50
	207445		07/21/2023	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 6/30/23		1,364.50
	209745		09/21/2023	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 8/31/23		4,650.00
Check	10/12/2023	9603	Accounts Payable	MIKE YORKS INVESTIGATIONS		900.00
	Invoice		Date	Description	Check Sort Code	Amount
	2023-46		08/21/2023	BACKGROUND INVESTIGATIONS 06/05-08/21/23		900.00
Check	10/12/2023	9604	Accounts Payable	MOUNTAIN CASCADE, INC.		77,317.81
	Invoice		Date	Description	Check Sort Code	Amount
	1		09/19/2023	SMITH AVENUE SINKHOLE REPAIRS 08/09-09/13/23		77,317.81
Check	10/12/2023	9605	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		107.80
	Invoice		Date	Description	Check Sort Code	Amount
	10779166		09/29/2023	FY 23/24 COBRA ADMINISTRATION FEES - 09/01/23 TO 09/30/23		107.80
Check	10/12/2023	9606	Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT		16,461.12
	Invoice		Date	Description	Check Sort Code	Amount
	INV24-00039		09/21/2023	NEWARK UNIFIED ACWD BILLING 7/20/23-9/5/23		16,461.12
Check	10/12/2023	9607	Accounts Payable	PAKPOUR CONSULTING GROUP, INC.		19,600.89
	Invoice		Date	Description	Check Sort Code	Amount
	4262		10/05/2023	PRJ MANAGEMENT SVCS - CENTRAL AVE OVERPASS PRJ 09/01-09/30/23		16,206.75
	4261		10/05/2023	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 09/01-09/30/23		3,394.14
Check	10/12/2023	9608	Accounts Payable	PERFORMANCE PEST MANAGEMENT		1,243.00
	Invoice		Date	Description	Check Sort Code	Amount
	70413		09/19/2023	PEST SERVICES - VIOLA BLYTHE #102704 9/19/23		260.00
	70274		09/19/2023	PEST SERVICES - SERVICE CENTER #102702 9/19/23		185.00
	70567		09/19/2023	PEST SERVICES - CITY HALL #102699 9/19/23		175.00
	70513		09/19/2023	PEST SERVICES - CITY HALL #102699 9/19/23		267.00
	70568		09/19/2023	PEST SERVICES - PD #104419 9/19/23		181.00
	70570		09/19/2023	PEST SERVICES - LIBRARY #116524 9/19/23		175.00
Check	10/12/2023	9609	Accounts Payable	PROVIDENT LIFE & ACCIDENT INSURANCE		96.14
	Invoice		Date	Description	Check Sort Code	Amount
	SEPTEMBER 2023		09/26/2023	UNUM - SEPTEMBER 2023 PREMIUMS		96.14
Check	10/12/2023	9610	Accounts Payable	REYES COCA-COLA BOTTLING LLC.		641.44
	Invoice		Date	Description	Check Sort Code	Amount
	37841000008		09/29/2023	CAFE FOOD AND BEVERAGE SUPPLIES		641.44

Check	10/12/2023	9611	Accounts Payable	RUTAN & TUCKER, LLP		1,417.50
	Invoice	Date	Description		Check Sort Code	Amount
	972460	09/28/2023	AREA 4 CEQA - SVCS THRU 8/31/23			1,417.50
Check	10/12/2023	9612	Accounts Payable	SIMON & COMPANY INC		1,720.00
	Invoice	Date	Description		Check Sort Code	Amount
	09-2023	09/25/2023	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE SEPTEMBER 2023			1,720.00
Check	10/12/2023	9613	Accounts Payable	ISABEL ZAMORA		900.00
	Invoice	Date	Description		Check Sort Code	Amount
	0006038	10/09/2023	K9 TRAINING SEPTEMBER 2023			900.00
Check	10/12/2023	9614	Accounts Payable	STANDARD INSURANCE COMPANY		1,543.20
	Invoice	Date	Description		Check Sort Code	Amount
	OCTOBER 2023	09/26/2023	STANDARD - OCTOBER 2023 PREMIUMS			1,543.20
Check	10/12/2023	9615	Accounts Payable	GEORGIA STONER		9.30
	Invoice	Date	Description		Check Sort Code	Amount
	091023EXP	09/10/2023	REIMBURSEMENT FOR DRINKS FOR BIRTHDAY PARTIES 09/10/23			9.30
Check	10/12/2023	9616	Accounts Payable	THE TACTICAL ADVANTAGE POLICE SUPPLY		5,309.21
	Invoice	Date	Description		Check Sort Code	Amount
	7443	07/18/2023	BULLETPROOF VESTS DAMEWOOD,TODD,RIDDLES,SANDOVAL,RYAN #2023-12			5,309.21
Check	10/12/2023	9617	Accounts Payable	UNION PACIFIC RAILROAD COMPANY		540.50
	Invoice	Date	Description		Check Sort Code	Amount
	90118626	09/15/2022	PRELIMINARY ENGINEERING SVCS FOR MOWRY VILLAGE PROJECT-5/22-8/22			540.50
Check	10/12/2023	9618	Accounts Payable	BOSCO OIL INC DBA VALLEY OIL		30,936.54
	Invoice	Date	Description		Check Sort Code	Amount
	171964	10/03/2023	GASOLINE 10/03/23			23,202.29
	719651	10/03/2023	DIESEL FUEL 10/03/23			7,734.25
Check	10/12/2023	9619	Accounts Payable	VINCENZI , MARK 40699 SUNDALE DRIVE		1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00000663	10/10/2023	RETURNING SPECIAL EVENT PERMIT SECURITY DEPOSIT			1,000.00
EFT	10/12/2023	738	Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846	3,440.00
	Invoice	Date	Description		Check Sort Code	Amount
	10032023-GENERAL	10/03/2023	CONSULTING & REFERRAL TO BUSINESS SUPPORT AGENCIES-5TH AM 9/23			2,546.25
	10032023-ARPA	10/03/2023	SMALL BUSINESS SUPP - OLD TOWN - ARPA - 9/23			893.75
EFT	10/12/2023	739	Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272	12,077.48
	Invoice	Date	Description		Check Sort Code	Amount
	74571370	09/29/2023	REPLACEMENT COMPUTER PURCHASE APPROVAL 2024-02			1,060.00
	74537054	09/20/2023	REPLACEMENT COMPUTER PURCHASE APPROVAL 2024-02			11,017.48
EFT	10/12/2023	740	Accounts Payable	GRANICUS	022000020 / 269099115	8,876.54

Invoice	Date	Description	Check Sort Code	Amount
170245	08/31/2023	WEBSITE MAINTENANCE, HOSTING AND LICENSING 10/01/23-09/30/24		8,876.54

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 54 $1,421,603.40

Checks:	51	$1,397,209.38
EFTs:	3	$24,394.02

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 10/19/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	10/19/2023	9620	Accounts Payable	ACCESS		100.00
	Invoice		Date	Description	Check Sort Code	Amount
	10452101		08/31/2023	SHREDDING SVCS AUGUST 2023		100.00
Check	10/19/2023	9621	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		2,423.25
	Invoice		Date	Description	Check Sort Code	Amount
	0801-092923		10/02/2023	ACWD HYDRANT 08/01-09/29/23		2,423.25
Check	10/19/2023	9622	Accounts Payable	AMS.NET		2,664.00
	Invoice		Date	Description	Check Sort Code	Amount
	Invoice-0070199		09/25/2023	POLICE DEPARTMENT WAP		1,184.00
	Invoice-0070200		09/25/2023	SENIOR CENTER WAP		1,480.00
Check	10/19/2023	9623	Accounts Payable	GUSTAVO ARROYO		690.62
	Invoice		Date	Description	Check Sort Code	Amount
	0912-091323EXP		10/10/2023	TRAINING COORDINATOR COURSE 09/12-09/13/23		690.62
Check	10/19/2023	9624	Accounts Payable	AT&T		101.43
	Invoice		Date	Description	Check Sort Code	Amount
	2300-10012023		10/01/2023	CAPTION LISTING - 10/01-10/31/2023		101.43
Check	10/19/2023	9625	Accounts Payable	BAY CENTRAL PRINTING		79.00
	Invoice		Date	Description	Check Sort Code	Amount
	196794		09/26/2023	BUSINESS CARD IMPRINTING - DAN FEJARANG		79.00
Check	10/19/2023	9626	Accounts Payable	BOUND TREE MEDICAL, LLC		216.00
	Invoice		Date	Description	Check Sort Code	Amount
	85100200		09/25/2023	COLD PACKS FOR FIRST AID SUPPLIES		216.00
Check	10/19/2023	9627	Accounts Payable	BURTON'S FIRE INC		24.58
	Invoice		Date	Description	Check Sort Code	Amount
	S 62032		09/26/2023	TRACK PLATE		24.58
Check	10/19/2023	9628	Accounts Payable	C L E A R S INC		550.00
	Invoice		Date	Description	Check Sort Code	Amount
	4317139		10/10/2023	CLEARS CONF REG FEES-JEREMY BECK		550.00
Check	10/19/2023	9629	Accounts Payable	SOFIA CASTILLO		28.52

	Invoice	Date	Description	Check Sort Code	Amount
	101123EXP	10/12/2023	MEALS FOR STEVEN TURNER'S MEETING W/BAIRD & DRISKELL		28.52
Check	10/19/2023	9630 Accounts Payable	BEACON VETERINARY SPECIALISTS		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	142952	07/15/2023	VET SVCS 07/15/2023		150.00
	143176	07/20/2023	VET SVCS 07/16/23		200.00
Check	10/19/2023	9631 Accounts Payable	NATIONAL PEN CO, LLC		941.71
	Invoice	Date	Description	Check Sort Code	Amount
	500673149	09/26/2023	RECRUITMENT SUPPLIES		941.71
Check	10/19/2023	9632 Accounts Payable	CCC SHERIFF/FISCAL/LETC/HEATHER M.		319.00
	Invoice	Date	Description	Check Sort Code	Amount
	26533KAPU	10/10/2023	RADAR-LASER OPERATOR 10/05/23		101.00
	26532KAPU	10/10/2023	RADAR OPERATOR 10/02-10/04/23		218.00
Check	10/19/2023	9633 Accounts Payable	CRIME SCENE CLEANERS		108.00
	Invoice	Date	Description	Check Sort Code	Amount
	87730	08/25/2023	CRIME SCENE CLEANING 8/25/23		108.00
Check	10/19/2023	9634 Accounts Payable	DAILY JOURNAL CORPORATION		675.00
	Invoice	Date	Description	Check Sort Code	Amount
	B3746309	10/16/2023	PH NOTICE - PC & CC - HOUSING ELEMENT UPDATE 10/10/23		675.00
Check	10/19/2023	9635 Accounts Payable	ESA		42,591.23
	Invoice	Date	Description	Check Sort Code	Amount
	188057	08/31/2023	HOUSING ELEMENT UPDATE PREPARATION - SVCS 7/1/23 TO 7/31/23		21,374.98
	187120-2	07/31/2023	HOUSING ELEMENT UPDATE PREPARATION 6/1/23 - 6/30/23 PART #2		21,216.25
Check	10/19/2023	9636 Accounts Payable	FARO TECHNOLOGIES, INC.		10,370.00
	Invoice	Date	Description	Check Sort Code	Amount
	91790819	09/29/2023	FARO SCANNER		8,330.00
	91787033	09/05/2023	SSA0900-1Y SCENE SUB 1Y		2,040.00
Check	10/19/2023	9637 Accounts Payable	FEDEX		19.22
	Invoice	Date	Description	Check Sort Code	Amount
	8-241-90100	09/01/2023	PACKAGE DELIVERY 8/24/23		19.22
Check	10/19/2023	9638 Accounts Payable	FEHR & PEERS		7,872.26
	Invoice	Date	Description	Check Sort Code	Amount
	167722	08/17/2023	TASK ORDER #11 - VEHICLE MILES TRAVELED POLICY 07/01-07/28/23		3,979.38
	168645	09/15/2023	TASK ORDER #11 - VEHICLE MILES TRAVELED POLICY 07/29-08/25/23		3,892.88
Check	10/19/2023	9639 Accounts Payable	FREMONT RUBBER STAMP CO INC		50.50
	Invoice	Date	Description	Check Sort Code	Amount
	177859	09/26/2023	RUBBER STAMP		50.50
Check	10/19/2023	9640 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		1,025.57
	Invoice	Date	Description	Check Sort Code	Amount
	E 210443	07/06/2023	SILLIMAN MAINLINE BREAK 7/6/23		215.03

	E 210444	07/06/2023	SILLIMAN VALVE REBUILD 7/6/23		264.58
	E 212411	09/26/2023	CEDAR DAMAGED VALVE REPLACEMENT 9/26/23		545.96
Check	10/19/2023	9641 Accounts Payable	GHD INC.		6,489.50
	Invoice	Date	Description	Check Sort Code	Amount
	380-0039911	10/06/2023	TASK ORDER NO. 5 - MOWRY AVE AT CHERRY STREET (THROUGH 09/30/23)		2,771.50
	380-0039908	10/06/2023	TASK ORDER NO. 4 - NEWARK QUIET ZONES (THROUGH 09/30/23)		3,718.00
Check	10/19/2023	9642 Accounts Payable	JG TREES		1,200.00
	Invoice	Date	Description	Check Sort Code	Amount
	1868	10/09/2023	PUMPKINS FOR FLOATING PUMPKIN EVENT		1,200.00
Check	10/19/2023	9643 Accounts Payable	HDL SOFTWARE, LLC		2,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	SIN032164	09/28/2023	UUT SUPPORT & INDUSTRY MONITORING - SEPT 2023		2,000.00
Check	10/19/2023	9644 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		2,644.33
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1401717	09/26/2023	COPIER LEASE YEAR 2 OF 5 - OVERAGES 08/21-9/20/23		2,644.33
Check	10/19/2023	9645 Accounts Payable	L.N. CURTIS & SONS		189.67
	Invoice	Date	Description	Check Sort Code	Amount
	INV752624	10/10/2023	UNIFORM AND ACCESSORIES		189.67
Check	10/19/2023	9646 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	1845802-20230731	07/31/2023	INVESTIGATIVE INFO RESEARCH - 7/31/23		50.00
Check	10/19/2023	9647 Accounts Payable	LINCOLN AQUATICS		1,158.47
	Invoice	Date	Description	Check Sort Code	Amount
	SL043707	09/13/2023	POOL CHEMICALS		789.10
	29325323	09/13/2023	POOL CHEMICALS		459.37
	SL040440	03/17/2023	CREDIT FOR POOL CHEMICALS		(90.00)
Check	10/19/2023	9648 Accounts Payable	METROPOLITAN PLANNING GROUP		277.50
	Invoice	Date	Description	Check Sort Code	Amount
	2004059	10/10/2023	38600 CEDAR BLVD-WAYMARK PRJCT - SVCS THRU 9/30/23		277.50
Check	10/19/2023	9649 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION		3,740.39
	Invoice	Date	Description	Check Sort Code	Amount
	209749	09/21/2023	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 8/31/23		3,740.39
Check	10/19/2023	9650 Accounts Payable	MEYERS NAVE		101.00
	Invoice	Date	Description	Check Sort Code	Amount
	209756	09/21/2023	LEGAL SERVICES FOR THE LEPAKSHI PROJECT - THRU 8/31/23		101.00
Check	10/19/2023	9651 Accounts Payable	MIKE YORKS INVESTIGATIONS		4,725.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-49	09/25/2023	BACKGROUND INVESTIGATIONS 08/19-09/23/23		3,075.00
	2023-50	09/26/2023	BACKGROUND INVESTIGATIONS 08/23-09/26/23		1,650.00

Check	10/19/2023	9652	Accounts Payable	MISSION LINEN SUPPLY - UNIFORM		2,103.29
	Invoice		Date	Description	Check Sort Code	Amount
	SEPT' 23		09/30/2023	UNIFORM/MATS SEPTEMBER 2023		2,103.29
Check	10/19/2023	9653	Accounts Payable	NATIONAL DATA & SURVEYING SERVICES		320.00
	Invoice		Date	Description	Check Sort Code	Amount
	23-080255		09/28/2023	TRAFFIC SURVEY - APA #24-87		320.00
Check	10/19/2023	9654	Accounts Payable	NATIONAL TRAINING CONCEPTS, INC.		307.00
	Invoice		Date	Description	Check Sort Code	Amount
	23-238		10/17/2023	NTC DEVICE INSTRUCTOR COURSE-SWADENER		307.00
Check	10/19/2023	9655	Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		72.00
	Invoice		Date	Description	Check Sort Code	Amount
	80672325		09/22/2023	PRE-EMPLOYMENT/ DOT PHYSICALS -09/22/23		72.00
Check	10/19/2023	9656	Accounts Payable	PEACEKEEPER PRODUCTS INTERNATIONAL		320.00
	Invoice		Date	Description	Check Sort Code	Amount
	1106-110723T-ST		10/10/2023	PEACEKEEPER BATON INSTRUCTOR COURSE 11/06-11/07/23		320.00
Check	10/19/2023	9657	Accounts Payable	PLANET TECHNOLOGIES, INC		12,900.00
	Invoice		Date	Description	Check Sort Code	Amount
	I008271		09/15/2023	EVOLVE 365 TRAINING		12,900.00
Check	10/19/2023	9658	Accounts Payable	QUALITY SIGN & BANNER		52.03
	Invoice		Date	Description	Check Sort Code	Amount
	20184		10/08/2023	PD NO SMOKING SIGN		52.03
Check	10/19/2023	9659	Accounts Payable	SALVADOR SANDOVAL		300.74
	Invoice		Date	Description	Check Sort Code	Amount
	0905-090823EXP		10/10/2023	WLLE SAN DIEGO 09/05-09/08/23		300.74
Check	10/19/2023	9660	Accounts Payable	THE ED JONES CO INC		254.22
	Invoice		Date	Description	Check Sort Code	Amount
	54286		07/28/2023	SAFETY CATCH HAND GRAVED-HECKMAN, RIBBON - MORA		254.22
Check	10/19/2023	9661	Accounts Payable	THE KPA GROUP		11,296.50
	Invoice		Date	Description	Check Sort Code	Amount
	002		09/30/2023	ON-CALL ARCHITECTURAL SERVICES 09/01-09/30/23		11,296.50
Check	10/19/2023	9662	Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.		13,200.00
	Invoice		Date	Description	Check Sort Code	Amount
	23-09-02-032		10/01/2023	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 09/23		13,200.00
Check	10/19/2023	9663	Accounts Payable	TURBO DATA SYSTEMS, INC		734.00
	Invoice		Date	Description	Check Sort Code	Amount
	40990		08/31/2023	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES AUG '23		734.00
Check	10/19/2023	9664	Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO		1,229.33
	Invoice		Date	Description	Check Sort Code	Amount

	LI15367	09/28/2023	EQUIPMENT RENTAL			1,229.33
Check	10/19/2023	9665 Accounts Payable	U.S. BANK ST. PAUL			1,142,360.38
	Invoice	Date	Description		Check Sort Code	Amount
	2417810	10/17/2023	2019 COP DEBT SERVICE PAYMENT			1,142,360.38
Check	10/19/2023	9666 Accounts Payable	U.S. BANK			3,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	7069891	09/25/2023	2019 COP TRUSTEE FEE 09/01/23-08/31/24			3,000.00
Check	10/19/2023	9667 Accounts Payable	VISION Y COMPROMISO			20,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	4430	09/28/2023	COMMUNITY TRAINING PROGRAM SERVICES 09/12-09/28/23			5,000.00
	4402	09/12/2023	COMMUNITY TRAINING PROGRAM SERVICES 09/12-09/28/23			15,000.00
Check	10/19/2023	9668 Accounts Payable	ORION SECURITY			5,144.25
	Invoice	Date	Description		Check Sort Code	Amount
	123202	09/16/2023	UNARMED, UNIFORMED SECURITY OFFICER 9/11/23 - 9/14/23			1,155.20
	123256	09/23/2023	UNARMED, UNIFORMED SECURITY OFFICER 9/18/23 - 9/22/23			1,444.00
	123475	09/30/2023	UNARMED, UNIFORMED SECURITY OFFICER 9/25/23 - 9/28/23			1,101.05
	123547	10/07/2023	UNARMED, UNIFORMED SECURITY OFFICER 10/2/23 - 10/6/23			1,444.00
Check	10/19/2023	9669 Accounts Payable	ZUMAR INDUSTRIES			1,866.06
	Invoice	Date	Description		Check Sort Code	Amount
	8150	08/30/2023	STREET NAME SIGNS, PROJECT 1201			1,866.06
Check	10/19/2023	9670 Accounts Payable	VINCENZI , MARK			1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00000663	10/17/2023	RETURNING SPECIAL EVENT PERMIT SECURITY DEPOSIT			1,000.00
EFT	10/19/2023	741 Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272		5,498.74
	Invoice	Date	Description		Check Sort Code	Amount
	74165647	06/02/2023	FINANCE DOCKING STATIONS 2023-13			5,498.74
EFT	10/19/2023	742 Accounts Payable	GRANICUS	022000020 / 269099115		5,199.99
	Invoice	Date	Description		Check Sort Code	Amount
	171461	09/20/2023	DEVELOPMENT OF A VIRTUAL HISTORY MUSEUM 10/01/23-09/30/24			5,199.99
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 53			$1,320,934.28

Checks:	51	$1,310,235.55
EFTs:	2	$10,698.73

STAFF REPORT

Item D. 2.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of October 26, 2023 minutes

Attachments

Minutes

Draft
Thursday, October 26, 2023
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:11 p.m. Vice Mayor Collazo, Council Members Bucci, Freitas, and Jorgens were present.

B. PRESENTATIONS

1. Introduction of employee(s)

Mayor Hannon introduced Senior Parks and Landscape Maintenance Worker Thomas Curtis and Senior Streets Maintenance Worker Jason Avery who were each recently promoted.

2. Proclaim October as Promotores Month

Mayor Hannon presented the proclamation to Administrative Assistant Edda Rivera, Special Assistant Adriana Lopez, Special Assistant Veronica Torres and members of the Newark Promotores.

3. Proclaim October as Filipino American History Month

Mayor Hannon presented the proclamation to Rosalinda Canlas.

4. Senator Aisha Wahab California legislative update

Senator Wahab provided a California legislative update (presentation on file with City Clerk).

C. PUBLIC COMMENT

No one requested to speak.

D. CONSENT CALENDAR

Council Member Jorgens moved, Council Member Bucci seconded, to approve Consent Calendar Items D.1 through D.7, 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 October 12, 2023 minutes

3. Resolution for acceptance of work with Sposeto Engineering, Inc. for Safe Routes to School Improvements, Project 1280
   Resolution No. 11570

4. Adopt a resolution authorizing the City Manager to execute a Contractual Equipment and Services Agreement with PB Loader Corporation for the purchase of a dump truck and authorization for outfitting by Classic Graphics and amend the 2022-2024 Biennial Budget and Capital Improvement Plan
   Resolution No. 11571
   Contract No. 23075

5. Adopt a resolution accepting public subdivision improvements for Tract 8459 – Compass Bay, a 138-unit residential subdivision generally located in Bayside Newark on the southeast corner of Enterprise Drive and Hickory Street
   Resolution No. 11572

6. Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement with Joseph Chow & Associates, Inc. for on-call architectural services
   Resolution No. 11573
   Contract No. 23076

7. Adopt a resolution authorizing an amendment to the agreement with Stantec Consulting Inc. for environmental services for the Mowry Village project
Resolution No. 11574
Contract No. 21025

E. PUBLIC HEARINGS

1. Public Hearing to consider adoption of the 2023-2031 Housing Element and Safety Element of the City of Newark General Plan
Resolution No. 11575

Mayor Hannon announced that Vice Mayor Collazo and Council Member Freitas would need to recuse themselves from certain approvals due to real property/business interests. The City Council would consider those locations first and then review the remaining Housing Element sites.

Community Development Director Turner provided an overview of the General Plan, Housing and Safety Elements. He noted that Newark's Regional Housing Needs Allocation(RHNA) is 1,874 housing units, a 70% increase over the previous RHNA.

Vice Mayor Collazo stated that she would recuse from Site Inventory List A which included Site 9 6781 Thornton Avenue and Site 28 APN 92-24-10 Neighborhood Infill Lots due to a conflict of interest.

Vice Mayor Collazo exited the City Council Chambers.

Mayor Hannon opened the public hearing for List A at 8:30 p.m.

No one requested to speak.

Mayor Hannon closed the public hearing for List A at 8:31 p.m.

Moved by Council Member Bucci, seconded by Council Member Jorgens to approve Site 9 and Site 28 (APN 92-24-10) in the Sites Inventory (Table C-1) of the 2023-2031 Housing Element. The Motion passed 4 AYES, 1 RECUSED.

Vice Mayor Collazo returned to the City Council Chambers.

Council Member Freitas stated that he would recuse from Site Inventory List B which included Site 12 37280 Magnolia Street, Site 21 Sycamore Vacant Lot and Site 28 APN 92-125-2-2 Neighborhood Infill Lots due to a conflict of interest.

Council Member Freitas exited the City Council Chambers.

Mayor Hannon opened the public hearing for List B at 8:33 p.m.

No one requested to speak

Mayor Hannon closed the public hearing for List B at 8:34 p.m.

Moved by Council Member Bucci, seconded by Vice Mayor Collazo to approve Sites 12,21, 28 APN 92-125-2-2 in the Sites Inventory (Table C-1) of the 2023-2031 Housing Element. The motion passed 4 AYES, 1 RECUSED.

Council Member Freitas returned to the City Council Chambers.

Kristy Wang, Planning Collaborative, reviewed the 2023-2031 Housing Element: Community Engagement, Constraints, Goals and Policies (preserve and improve existing housing; facilitate the development of more homes for more people; reduce and remove constraints to affordable housing development; help people stay in their homes and communities; increase access to affordable housing; enhance quality of life/equity and environmental justice; further fair housing throughout the city.

Paul Peninger, Bay Area Economics reviewed programs: Preservation - create housing rehabilitation and repair programs and a rental inspection program; Missing Middle Housing develop housing options close to services, support ADU production, encourage middle-density housing types; Special Needs Housing local response to homelessness, support development of single room occupancy units, identify housing opportunities for those with developmental disabilities; Addressing Government Constraints streamline ministerial permit procedures, design standards for housing, update impact fees, adjust zoning to allow mixed uses in commercial zones, parking study; Partnerships/Public Lands collaborate for the redevelopment of school district owned sites, develop programs and policies to increase the utilization of public land for affordable housing; Anti-displacement and Tenant Support develop anti-displacement programs for the Old-Town Newark Specific Plan, develop a Just Cause Eviction Ordinance, connect residents to existing shared housing programs, support tenant stability; Affordable Housing Development ensure an adequate amount of affordable housing through programs; First Time Homebuyer Program. He briefly reviewed the sites inventory

Community Development Director Turner reviewed the Housing Element Revisions requested by the State of California Department of Housing and Community Development (HCD). He recommended that the City Council incorporate the revisions to ADUS Program H2.2, Four Corners Program H2.3, Parking Standards Program H3.5, Definitions and process review Program 4.10, incentive program for small lot consolidation and

development H2.11, achievable maximum residential densities H2.12, and monitor progress and residential development potential H7.6 (October 26, 2023 memorandum to City Council detailed the proposed revisions on file with the City Clerk).

A discussion ensued on Homeowner Association fees.

Grace Nelson Environmental Science Associates (via Zoom) presented the Safety Element She highlighted Air Quality, Drought and Water Quality, Flooding Hazards, Hazardous Materials, Emergency Preparedness and new requirements from the State related to evacuation routes.

Community Development Director Turner stated that the Planning Commission held a public hearing on October 24, 2023 and voted 4-0-1 (Commissioner Fitts absent) to recommend that the City Council adopt a General Plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law.

Mayor Hannon opened the public hearing at 10:00 p.m.

No one requested to speak.

Mayor Hannon closed the public hearing at 10:01 p.m.

Council Member Jorgens stated that bicycle storage was needed at businesses for public convenience.

Council Member Bucci suggested including preapproved plans for Accessory Dwelling Units to help people save money on architectural design fees.

Mayor Hannon stated that he would like to see a higher percentage of lower income standards for housing. He requested that Echo Housing provide a presentation of their services in 2024.

Council Member Bucci moved, Council Member Jorgens seconded to adopt a resolution for a General Plan Amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period 2023-2031 and repeal the existing Natural Hazards Element and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law. The motion included the Housing Element Revisions as outlined by Community Development Director Turner and in the October 26 memorandum to the City Council (on file with City Clerk). The motion passed, 5 AYES.

Mayor Hannon called for a recess at 10:14 p.m. The meeting resumed at 10:26 p.m.

F. OTHER BUSINESS

1. Waive full reading and, by title only, introduce an ordinance to repeal and replace Title 16 “Subdivisions” of the Newark Municipal Code
Introduction of Ordinance

Principal Civil Engineer Cangco gave the presentation recommending introduction of the Ordinance. Presentation on file with City Clerk.

No one from the public requested to speak.

Principal Civil Engineer Cangco and City Engineer Imai responded to Council Member Bucci’s questions and concerns regarding the security release process.

Vice Mayor Collazo moved, Council Member Freitas seconded to waive full reading and, by title only, introduce an ordinance to repeal and replace Title 16 “Subdivisions” of the City of Newark Municipal Code In its entirety. The motion passed, 5 AYES.

G. CITY COUNCIL MATTERS

Council Member Jorgens stated that the East Bay Community Energy has rebranded as Ava Community Energy.

Council Member Freitas extended his sympathy to former Council Member Ana Apodaca and her family on her mother’s death. He complimented the Maintenance Division for the well-organized Community Clean up event. He stated that the corner of Mayhews Landing Road and Newark Boulevard and a property on Thornton and Mulberry Street were blight and needed attention. He suggested requiring a covered fence for future infill property approvals.

Council Member Bucci congratulated the Newark Memorial High School football team for winning the homecoming game. He requested drivers to slow down on Halloween and that he would give away full size candy bars on Halloween.

Vice Mayor Collazo extended her condolences to the Apodaca family. She stated that the Dia de las Muertos event has grown in size and they may need to close Thornton Avenue next year. Shop Newark.

Mayor Hannon stated he would adjourn the meeting in recognition of the mass shooting event in Maine.

H. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 10:55 p.m. in tribute to the Lewiston, Maine's mass shooting victims.

STAFF REPORT

Item D. 3.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Diana Cangco, Principal Civil Engineer
SUBJECT	Waive full reading, conduct second reading by title only, and adopt an ordinance repealing and replacing Title 16 "Subdivisions" of the Newark Municipal Code

At its October 26, 2023 meeting, the City Council introduced an ordinance repealing and replacing Title 16 “Subdivisions” of the Newark Municipal Code. A second reading of the ordinance is required prior to adoption. The proposed ordinance will result in a comprehensive update of Title 16 to clarify decision-making processes, streamline procedures, and ensure consistency with the Subdivision Map Act. The ordinance will take effect 30 days after the second reading.

Attachments

Subdivision Ordinance

Subdivision Ordinance Exhibit A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK REPEALING AND REPLACING TITLE 16 "SUBDIVISIONS" OF OF THE CITY OF NEWARK MUNICIPAL CODE IN ITS ENTIRETY

WHEREAS, the California Constitution, Article XI, Section 7, provides cities and counties with the authority to enact ordinances and regulations not in conflict with general laws; and

WHEREAS, the Subdivision Map Act, Sections 66411 *et. seq*. of the Government Code, allows cities with flexibility in enacting local subdivision ordinances; and

WHEREAS, Title 16 "Subdivisions" of the City of Newark Municipal Code ("NMC") regulates and control the division of land and each part thereof within the City, supplements the provisions of the Subdivision Map Act, and sets forth the procedure to be followed in securing the official approval of the planning director, city engineer, public works director, city manager, planning commission and city council regarding divisions of land; and

WHEREAS, Title 16 was last significantly updated in 1977 pursuant to Ordinance No. 143; and

WHEREAS, the City Council, on the recommendation of the City Manager and the City Attorney, desires to repeal and replace Title 16 to update and revise the local subdivision ordinance; and

WHEREAS, the amendments to the Municipal Code propose to repeal and replace Title 16 "Subdivisions" of the NMC in its entirety, as shown in Exhibit A, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. CEQA. The subdivision ordinance update is exempt from environmental review under the general exemption in California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) for projects where it can be seen with certainty that there is no potential for significant environmental effects. The subdivision ordinance update does not approve any development project or other physical activity; nor does it change any land use or density designations that would affect development potential. Instead it updates the policies, standards and procedures through which subdivision applications for development would be considered. Any future development application would be reviewed for compliance with CEQA.

SECTION 3. Municipal Code Amendment. The City Council hereby approves the amendments to the NMC, more particularly, repealing Title 16 "Subdivisions" of the NMC in its entirety, and replacing it with the text shown in attached Exhibit A, which is attached hereto and incorporated herein by reference and available for review in the City Clerk's office during normal business hours.

SECTION 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. Publication and effective date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Newark, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

EXHIBIT A

Title 16 SUBDIVISIONS

Chapter 16.04 General Provisions

16.04.010 Title
16.04.020 Purpose and Authority
16.04.030 Intent
16.04.004 Consistency
16.04.050 Application of Chapter
16.04.060 Exclusions
16.04.070 Fees and Deposits
16.04.080 General Responsibilities
16.04.090 Definitions
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Chapter 16.06 Maps Required

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16.06.020 Division of Land – Five (5) or More Parcels
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16.08.050 Form and Contents
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16.08.090 Action -Tentative Tract Maps
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16.08.110 Appeals
16.08.120 Extension of Time for Action or Report
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Chapter 16.12 Design

16.12.010 General Requirements
16.12.020 Street Alignment
16.12.030 Street and Alley Grades and Widths

16.12.040 Blocks
16.12.050 Parcels
16.12.060 Grading
16.12.070 Erosion and Siltation Control
16.12.080 Flood Hazards
16.12.090 Exceptions

Chapter 16.16 Improvements

16.16.010 Duty of Subdivider to Improve Streets
16.16.020 Required Improvements
16.16.030 Standards for Improvements
16.16.040 Improvement Plans
16.16.050 Inspection by City Engineer
16.16.060 Cost of Inspection
16.16.070 Completion of Improvements

Chapter 16.20 Surveys and Monuments

16.20.010 Field Survey
16.20.020 Discrepancy
16.20.030 Compiled Map
16.20.040 Accuracy Required
16.20.050 Remainder
16.20.060 Ties to Centerlines
16.20.070 Boundary Monuments
16.20.080 Street Monuments
16.20.090 Monuments - Interior Lots
16.20.100 Monuments -Time for Setting
16.20.110 Monuments -Inspection and Approval
16.20.120 California Coordinate System

Chapter 16.24 Final Maps and Parcel Maps

16.24.010 General
16.24.020 Phasing of Final Maps or Parcel Maps
16.24.030 Form
16.24.040 Contents
16.24.050 Procedure
16.24.060 Data and Material to Accompany Final Map or Parcel Map Submittal
16.24.070 Improvement Agreements
16.24.080 Action on Final Map
16.24.090 Action on Parcel Map
16.24.100 Appeal to City Council

16.24.110 Action on Final Map or Parcel Map Appeal by City Council

Chapter 16.28 Reserved

Chapter 16.32 Underground Utilities

16.32.010 Intent
16.32.020 Utility Distribution Facilities to be Placed Underground
16.32.030 Duty of Subdivider
16.32.040 Request for Exception

Chapter 16.40 Vesting Tentative Map

16.40.010 Authority and Purpose
16.40.020 Consistency
16.40.030 Application
16.40.040 Filing and Processing
16.40.050 Vesting of Development Rights
16.40.060 Development Inconsistent with Zoning – Conditional Approval
16.40.070 Applications inconsistent with Applicable Ordinances, Policies and Standards
16.40.080 Amendment to Vesting Tentative Map
16.40.090 Findings Required for Vesting Tentative Map Approval

Chapter 16.44 Map Amendments and Certificates of Correction

16.44.010 Map Amendments and Certificates of Correction

Chapter 16.48 Reversion to Acreage and Resubdivision

16.48.010 Reversion to Acreage
16.48.020 Resubdivision

Chapter 16.52 Lot Line Adjustments

16.52.010 Lot Line Adjustments

Chapter 16.56 Enforcement

16.56.010 Enforcement
16.56.020 Effect of Approval or Conditional Approval of Map

Chapter 16.04 General Provisions

16.04.010 Title

This title shall be known as the Subdivision Ordinance of the city of Newark.

16.04.020 Purpose and Authority

This title shall regulate and control the design and improvement of subdivisions of land within the city and supplement the provisions of the Subdivision Map Act of the State of California set forth at Government Code Sections 66410 *et seq*. concerning the design, improvement and survey data of subdivisions, the form and content of all maps provided for by the Subdivision Map Act, and the procedure to be followed in securing the official approval of the city regarding the maps.

16.04.030 Intent

The intent of this title is to promote the public health, safety and general welfare; to promote orderly growth and development within the city; to coordinate lot design, street patterns, rights-of-way, traffic circulation, utilities and public facilities with the general plan and any specific plans; to assure that areas dedicated for public purposes will be properly improved initially so as not to be a future burden upon the community; to preserve natural resources and prevent environmental damage; to maintain suitable standards to ensure adequate, safe building sites; and to prevent hazard to life and property.

16.04.040 Consistency

No land shall be subdivided for any purpose that is inconsistent with the city's general plan or any applicable specific plan of the city or that is not permitted by the zoning ordinance (Title 17) or other applicable provisions of this Code. It is the intent of this title to comply in every regard to the latest edition of the Subdivision Map Act. If any provision of this title is in conflict with the Subdivision Map Act, the provisions in the Subdivision Map Act shall prevail.

The type and intensity of land use as shown on the general plan and any applicable specific plan shall determine the type of streets, roads, highways, utilities and public services, and other public improvements that shall be provided by the subdivider.

16.04.050 Application of Title

The regulations set forth in this title shall apply to all or parts of subdivisions within the city and to the preparation of subdivision maps and to other maps provided for by the Subdivision Map Act and this title. All subdivisions and any part thereof lying within the city shall be made and all subdivision maps shall be prepared and presented for approval in accordance with this title.

16.04.060 Exclusions

This title shall not apply to actions exempted by Government Code Section 66412 and any others specifically exempted by the State Subdivision Map Act, except that the procedures for the application, review and approval of lot line adjustments shall be as outlined in Chapter 16.52.

16.04.070 Fees and Deposits

All applicants for the approval of maps or for other approvals as required by this title shall pay all fees and/or deposits as established by City Council resolution.

16.04.080 General Responsibilities

In addition to the specific responsibilities set forth elsewhere in this title, the following agencies and officers, or their duly authorized representatives, shall have the general responsibilities hereby designated.

A. City Attorney. The City Attorney is responsible for approving as to form all subdivision improvement agreements and security and governing documents for a common interest development.

B. City Clerk. The City Clerk is responsible for filing and maintaining all official documents.

C. City Council. The City Council responsibilities shall be as follows:

1. The City Council shall act as the appeal board for subdivision decisions or actions of the Planning Commission.

2. The City Council shall act as the appeal board for subdivision decisions or actions of the City Engineer on final maps, parcel maps, improvement agreements and/or dedications.

3. When tentative maps are processed concurrently with other land use applications requiring City Council action, the City Council shall have authority for approval, conditional approval, or disapproval of the tentative map application.

D. City Engineer. The City Engineer or their designated representative, as specified in the Subdivision Map Act, shall have the following responsibilities:

1. The City Engineer shall have final approval or disapproval authority for final maps, parcel maps, improvement agreements, and the acceptance or rejection by the city of lands, easements, and/or improvements as may be offered for dedication to the city under Government Code Sections 66458, 66463, 66477.1, 66477.2 and 66477.3. The City Engineer shall sign the City Engineer's certificate, and release the map to the county clerk or a title insurance company for transmittal to the county recorder for recordation.

2. The City Engineer is responsible for determining if proposed subdivisions comply with provisions of the Subdivision Map Act and this title.

3. The City Engineer is responsible for the approval or disapproval of requests for parcel map waivers under Section 16.06.030.

4. The City Engineer is responsible for determining whether the proposed improvements are consistent with the design and improvement standards specified or referred to in this title, and for the inspection and approval of all such improvements, and for making recommendations on granting exceptions requested under Section 16.12.090.

5. The City Engineer shall, on a regular basis, report to the City Council on consideration and action on final maps, parcel maps, improvement agreements, and the acceptance or rejection by the City Engineer of lands and/or improvements offered for dedication.

E. Community Development Director. The Community Development Director responsibilities shall be as follows:

1. The Community Development Director is responsible for the approval, conditional approval or disapproval of tentative parcel maps and lot line adjustments, except for tentative parcel maps subject to concurrent processing under subsection (C)(3) of this section.

2. Reviewing, distributing, and processing tentative tract, tentative parcel map and tentative parcel map waiver applications and making a recommendation on compliance with the California Environmental Quality Act (CEQA).

3. The Community Development Director shall have the power to direct the issuance of citations, cease and desist orders and other appropriate orders involving violations of provisions of this title.

4. At any point in the review process and at their sole discretion, the Community Development Director may transfer original hearing jurisdiction to the Planning Commission because of policy implications, unique or unusual circumstances, or the magnitude of the project.

F. Planning Commission. The Planning Commission responsibilities shall be as follows:

1. The Planning Commission is responsible for the approval, conditional approval, or disapproval of tentative tract maps and discretionary extensions.

2. At any point in the review process and at its sole discretion, the Planning Commission may transfer original hearing jurisdiction to the City Council because of policy implications, unique or unusual circumstances, or the magnitude of the project.

3. The Planning Commission shall act as the appeal board for decisions of the Community Development Director.

4. When tentative maps are processed concurrently with other land use applications requiring City Council action, the Planning Commission shall make a recommendation on the maps to the City Council.

16.04.090 Definitions

All words and terms used in this title shall have the same meaning as defined in the Subdivision Map Act, except as expressly defined in this section.

"Advisory agency" means a designated official or an official body charged with the duty of reviewing the design and improvement of proposed divisions of real property, the imposing of requirements or conditions thereon, or having the authority under this title to approve, conditionally approve or disapprove maps.

"Final map" means a map showing a subdivision prepared in accordance with the provisions of this title and the Subdivision Map Act and designed to be recorded in the office of the Alameda County Recorder.

"Parcel map" means a map showing a subdivision of four or fewer parcels, prepared in accordance with the provisions of this title and the Subdivision Map Act and designed to be recorded in the office of the Alameda County Recorder. A parcel map also means a map showing a subdivision of five (5) or more parcels under the final map exemption in Government Code Sections 66426(a) through (e).

"Subdivider" means a person, firm, corporation, partnership, or association, who proposes to divide, divides or causes to be divided real property into a subdivision for him or herself or for others except that employees and consultants of such persons or entities, acting in such capacity, are not "subdividers."

"Subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, as shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future, and as further defined in Government Code Section 66424.

"Tentative map" means a map made for the purpose of showing the design and improvement of a proposed subdivision and the existing conditions in and around it. "Tentative map" includes a tentative parcel map and a tentative tract map.

"Tentative parcel map" means a tentative map prepared in connection with a subdivision of four (4) or fewer parcels.

“Tentative tract map” means a tentative map prepared in connection with a subdivision of five (5) or more lots.

“Vesting tentative map” means a tentative map that meets the requirements set forth in Chapter 16.40.

16.04.100 Authority for Subdivision Decisions

Table 16-1 (Subdivision Review Authority) identifies the city official or authority responsible for reviewing and making decisions on each type of subdivision application or other decision required by this title.

Table 16-1 Subdivision Review Authority

Issue/Document	Applicable Code Chapter	Role of Review Authority[1]			
		Community Development Director	City Engineer	Planning Commission	City Council
Tentative parcel map	16.08	Decision[2][3]		Appeal	
Tentative parcel map waiver	16.06	Decision[2]		Appeal	
Parcel map	16.24		Decision[2]		Appeal
Tentative tract map	16.08			Decision[2][3]	Appeal
Final map	16.24		Decision[2]		Appeal
Certificate of compliance	16.56		Decision[2]		Appeal
Lot line adjustment	16.52	Decision[2]		Appeal	
Parcel map waiver	16.06		Decision[2]		Appeal
Reversion to acreage	16.48				Decision
Time extension	16.40			Decision[2]	Appeal

Notes:
(1) “Decision” means that the review authority makes the final decision on the matter; “Appeal” means that the review authority may consider and decide upon appeals of the decision of an earlier decision-making body in accordance with Government Code Section 66452.5.
(2) At its sole discretion, the review authority may transfer original hearing jurisdiction to a higher body.
(3) For tentative maps subject to concurrent processing, the Planning Commission makes a recommendation to the City Council.

Chapter 16.06 Maps Required

16.06.010 General

The necessity for tentative, final, and parcel maps shall be governed by the provisions of this chapter.

16.06.020 Division of Land – Five (5) or More Parcels

A tentative tract map and final map shall be required for all divisions of land creating five (5) or more parcels, five (5) or more condominiums as defined in Section 783 of the Civil Code, a community apartment project containing five (5) or more parcels, or for the conversion of a dwelling to a stock cooperative containing five (5) or more dwelling units, except where any one (1) of the following occurs:

A. The land before division contains less than five (5) acres, each parcel created by the division abuts upon a maintained public street or highway, and no dedications or improvements are required by the Planning Commission or City Council.

B. Each parcel created by the division has a gross area of twenty (20) acres or more and has an approved access to a maintained public street or highway.

C. The land consists of a parcel or parcels of land having approved access to a public street or highway, which comprises part of a tract of land zoned for industrial or commercial development, and which has the approval of the Planning Commission or City Council as to street alignments and widths.

D. Each parcel created by the division has a gross area of not less than forty (40) acres or is not less than a quarter of a quarter section.

E. The land is being subdivided solely for the creation of an environmental subdivision pursuant to Government Code Section 66418.2.

F. A tentative parcel map shall be required for the subdivisions described in subsections A through E of this section, and a parcel map shall be required rather than a final map unless the parcel map is waived by the City Engineer in accordance with Section 16.06.030(C).

16.06.030 Division of Land – Four (4) or Fewer Parcels

A. General. A tentative parcel map and parcel map shall be required for all divisions of land into four (4) or fewer parcels, except as provided below.

B. No Parcel Map Required. No parcel map shall be required for the following:

1. Subdivisions of a portion of the operating right-of-way of a railroad corporation, defined by Public Utilities Code Section 230, that are created by short-term leases (terminable by either party on not more than thirty (30) days' notice in writing).

2. Land conveyed to or from a governmental agency, public entity or public utility, or for land conveyed to a subsidiary of a public utility for conveyance to that public utility for rights-of-way, unless a showing is made in individual cases, upon substantial evidence, that public policy necessitates a parcel map. For purposes of this section, land conveyed to or from a governmental agency shall include a fee interest, a leasehold interest, an easement, or a license.

C. Tentative Parcel Map Waiver. The Community Development Director may waive the requirement for filing a tentative parcel map, as provided below and in conformance with Government Code Section 66428.

1. A subdivider wishing to request a waiver of the tentative parcel map requirement shall submit a waiver request in writing to the Community Development Director.

2. The Community Developer Director may waive the requirements for a tentative parcel map when all required public improvements are existing; public improvements are not necessary; or public improvements may be deferred by agreement, so long as said deferred improvements are not immediately required for public health and safety or for the orderly growth and development of the surrounding area. The tentative parcel map waiver does not apply to airspace subdivision for the purpose of residential condominium conversion.

3. The tentative parcel map requirement may be waived upon a finding that the proposed subdivision complies with the requirements of this title as to lot area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, other requirements of the Subdivision Map Act, and this title.

4. The Community Development Director shall act upon the application for a tentative parcel map waiver within sixty (60) days after the waiver application is deemed complete.

5. A tentative parcel map waiver may be conditioned to provide for the payment of park land dedication and any other fees generally applied to subdivision projects.

D. Parcel Map Waiver. The City Engineer may waive the requirement for filing a parcel map, as provided below and in conformance with Government Code Section 66428.

1. A subdivider wishing to request a waiver of the parcel map requirement shall submit a waiver request in writing to the City Engineer.

2. The City Engineer may waive the requirements of the parcel map for subdivisions of a portion of the operating right-of-way of a railroad corporation, as defined by Section 230 of the Public Utilities Code, that are created by short-term leases; or for land conveyed to or from a governmental agency, public entity, public utility, or for land conveyed to a subsidiary of a public utility for conveyance to that public utility for rights-of-way, unless a showing is made in individual cases, upon substantial evidence, that public policy

necessitates a parcel map. "Land conveyed to or from a governmental agency" includes a fee interest, a leasehold interest, an easement or a license.

3. The parcel map requirement may be waived upon a finding that the proposed subdivision complies with the requirements of this title as to lot area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, other requirements of the Subdivision Map Act, and this title.

4. The City Engineer shall act upon the application for a parcel map waiver within sixty (60) days after the waiver application is deemed complete.

5. A parcel map waiver may be conditioned to provide for the payment of park land dedication and any other fees generally applied to subdivision projects.

Chapter 16.08 Tentative Tract and Tentative Parcel Maps

16.08.010 General.

The form and contents, submittal and approval of tentative tract maps for the subdivision of five (5) or more parcels and tentative parcel maps for the subdivision of four (4) or fewer parcels shall be governed by the provisions of this chapter.

16.08.020 Persons Authorized to Prepare

All tentative maps shall be prepared by a registered civil engineer or licensed land surveyor.

16.08.030 Tentative Map Number

The tentative map number shall be assigned by and obtained from the County Recorder.

16.08.040 Filing

All tentative map applications shall be filed with the Community Development Director and submitted in accordance with Chapter 17.31 (Common Procedures).

16.08.050 Form and Contents

The form and contents of the tentative map and the number of copies required for the application shall be prescribed by the Community Development Director and in accordance with the application submittal requirements for tentative maps. The Community Development Director may authorize deletion or reduction of map requirements on the determination that the map contains sufficient information to be evaluated adequately.

16.08.060 Accompanying Data and Reports

The tentative map shall be accompanied by the materials identified in the city application submittal requirements for tentative maps, including, but not limited to:

A. A preliminary grading plan prepared by a civil engineer registered by the state of California.

B. A preliminary soils report prepared by a civil engineer or geotechnical engineer registered by the state of California. For subdivisions within a seismic hazard zone, the report shall include supplemental data and analysis consistent with the requirements and specifications of the Alquist-Priolo Earthquake Fault Zoning Act and/or the Seismic Hazards Mapping Act. If the preliminary soils report indicates the presence of critically expansive soils, corrosive soils, or other soil problems that, if not corrected, could lead to structural defects, a soils investigation of each lot in the subdivision may be required. If the investigation and civil engineer's report recommends corrective action, building permits can be conditioned to incorporate the recommendations.

C. Additional reports and data may be required by the City Engineer when deemed necessary due to scale of the proposed subdivision or presence of potential hazardous or environmentally sensitive conditions.

D. A "will serve" letter from the waste management service provider to provide waste collection to the proposed subdivision indicating and committing that the service can be provided to the proposed subdivision.

16.08.070 Noticed Public Hearing

The advisory agency shall conduct a noticed public hearing on tentative tract maps. The Community Development Director shall conduct a noticed public hearing on tentative parcel maps. Notice and hearing procedures shall be as set forth in Chapter 17.31 (Common Procedures).

16.08.080 Public Notice

The city shall provide notice of the hearing on a tentative map in accordance with Chapter 17.31 (Common Procedures).

16.08.090 Action -Tentative Tract Maps

A. Advisory Agency, Timing. The Planning Commission is the advisory agency, and shall approve, conditionally approve, or disapprove tentative tract maps within fifty (50) days after certification of the environmental impact report, adoption of a negative declaration, or a final determination that the project is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code.

B. Conditions. Conditions of approval may include, but are not limited to, dedication and improvement of streets, alleys, including access rights and abutters' rights, drainage, public

utility easements and other public easements; reservations; the design and improvement of subdivisions; requirements to implement CEQA mitigation measures; ensuring proper grading and erosion control, ensuring prevention of sedimentation or damage to off-site property; energy conservation; and ensuring compliance with adopted development standards. Conditions of approval related to indemnification shall be in conformance with Government Code Section 66474.9.

1. Dedications. Conditions of approval may require dedications or offers of dedication for any purpose specified in the Subdivision Map Act, including but not limited to Government Code Sections 66473.3, 66475 through 66478, and 66478.5.

2. Reservations. The subdivider, as a condition of approval of a tentative tract map, may be required to reserve areas of real property for fire stations, libraries, parks, or other public uses, in compliance with the requirements of Government Code Sections 66479 through 66482.

3. Water Supply. Any tentative tract map for a subdivision as defined in Government Code Section 66473.7 shall be conditioned to show that a sufficient water supply shall be available, as further provided in that section.

C. Findings for Approval. All of the following findings shall be made in order to approve a tentative tract map and shall be supported by substantial evidence in the public record:

1. The proposed subdivision map together with the provisions for its design and improvement is consistent with the general plan and any applicable specific plan. (Government Code Sections 66474(a), (b))

2. The subdivision site is physically suitable for the type and proposed density of development. (Government Code Sections 66474(c), (d))

3. The tentative tract map is consistent with the intent of applicable subdivision design or improvements of the tentative tract map are consistent with the city's general plan and any applicable specific plan.

4. The subdivision design and proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. (Government Code Section 66474(e))

5. The design of the subdivision or type of improvements will not cause serious public health concerns. (Government Code Section 66474(f))

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision; or alternate easements are provided pursuant to Government Code Section 66474(g).

7. The design or improvements of the tentative map are consistent with the city's general plan and any applicable specific plan.

8. The subdivision is designed to provide for future passive or natural heating or cooling opportunities. (Government Code Section 66473.1)

9. The tentative tract map, including design and improvement, shall comply with all the applicable provisions and requirements of Title 17, the latest municipal stormwater permit issued to the city by the Regional Water Quality Control Board, this title, any other ordinance of the city, and the Subdivision Map Act.

D. Conformance to City Ordinance.

1. General. The approval, conditional approval or disapproval of the tentative tract map shall be based on the ordinances, policies, and standards in effect on the date the application was determined to be complete.

2. Requirements of Other Agencies. The applicant shall be responsible for complying with the tentative map requirements of other agencies, as appropriate.

E. Referral. At any point in the review process and at its sole discretion, the Planning Commission may transfer original hearing jurisdiction to the City Council because of policy implications, unique or unusual circumstances, or the magnitude of the project.

16.08.100 Action -Tentative Parcel Maps

A. Advisory Agency, Timing. The Community Development Director is the advisory agency and shall approve, conditionally approve, or disapprove tentative parcel maps within fifty (50) days after certification of the environmental impact report, adoption of a negative declaration, or a final determination that the project is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code unless another time period is required by the Subdivision Map Act.

B. Conditions. Conditions of approval shall be limited to the dedication of rights-of-way, easements, and construction of reasonable off-site and on-site improvements for the parcels being created. Conditions of approval related to indemnification shall be in conformance with Government Code Section 66474.9.

1. Dedications. Conditions of approval may require dedications or offers of dedication for any purpose specified in the Subdivision Map Act, including but not limited to Government Code Sections 66473.3, 66475 through 66478, and 66478.5.

2. Reservations. The subdivider, as a condition of approval of a tentative parcel map, may be required to reserve areas of real property for fire stations, libraries, parks, or other public

uses, in compliance with the requirements of Government Code Sections 66479 through 66482.

3. Timing. Fulfillment of any construction requirements shall not be required until the time a permit or other grant of approval for development of the parcel is issued, or as otherwise authorized under Government Code Section 66411.1(b).

C. Findings for Approval. All of the following findings shall be made in order to approve a tentative parcel map and shall be supported by substantial evidence in the public record:

1. The proposed subdivision map together with the provisions for its design and improvement is consistent with the general plan and any applicable specific plan. (Government Code Section 66474(a), (b))

2. The subdivision site is physically suitable for the type and proposed density of development. (Government Code Section 66474(c), (d))

3. The tentative parcel map is consistent with the intent of applicable subdivision design or improvements of the tentative parcel map are consistent with the city's general plan and any applicable specific plan.

4. The subdivision design and proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. (Government Code Section 66474(e))

5. The design of the subdivision or type of improvements will not cause serious public health concerns. (Government Code Section 66474(f))

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or alternate easements are provided pursuant to Government Code Section 66474(g).

7. The design or improvements of the tentative map are consistent with the city's general plan and any applicable specific plan.

8. The subdivision is designed to provide for future passive or natural heating or cooling opportunities. (Government Code Section 66473.1)

9. The tentative parcel map, including design and improvement, shall comply with all the applicable provisions and requirements of the zoning ordinance, the latest municipal stormwater permit issued to the city by the Regional Water Quality Control Board, this title, any other ordinance of the city, and the Subdivision Map Act.

D. Conformance to City Ordinance.

1. General. The approval, conditional approval or disapproval of the tentative parcel map shall be based on the ordinances, policies, and standards in effect on the date the application was determined to be complete.

2. Requirements of Other Agencies. The applicant shall be responsible for complying with the tentative map requirements of other agencies, as appropriate.

E. Referral. At any point in the review process and at their sole discretion, the Community Development Director may transfer original hearing jurisdiction to the Planning Commission because of policy implications, unique or unusual circumstances, or the magnitude of the project.

16.08.110 Appeals

Appeals may be filed with, considered, and acted upon by the appeal body specified in Chapter 16.04 in accordance with Government Code Section 66452.5.

16.08.120 Extension of Time for Action or Report

Any of the time limits for action or report may be extended by mutual consent of the subdivider and the Community Development Director, Planning Commission or, if applicable, the City Council in accordance with the requirements of the Subdivision Map Act.

16.08.130 Effective Period of Approved Tentative Map

A. Effective Period. The approval or conditional approval of a tentative map shall be effective for twenty-four (24) months from the date of its approval by the Planning Commission, for tentative tract maps, or by the Community Development Director, for tentative parcel maps. Expiration of a tentative map shall terminate all proceedings.

B. Statutory Extensions and Stays. The effective period of an approved or conditionally approved tentative map, or a tentative tract map with multiple final maps, or a tentative map that is subject to a development moratorium, or as otherwise provided in the Subdivision Map Act, shall be extended or stayed in accordance with applicable provisions of the Subdivision Map Act, including but not limited to Government Code Section 66452.6.

C. Litigation Stay. The period of time specified above shall not include any period of time during which a lawsuit has been filed and is pending in a court of competent jurisdiction involving the approval or conditional approval of a tentative map only if a stay of the time period is approved by the City Council.

Within ten (10) days of the service of the initial petition or complaint upon the city, the subdivider shall, in writing, to the Community Development Director, request a stay in the time period of the tentative map. Within forty (40) days after receiving the request, the City Council

shall either stay the time period for up to five (5) years or deny the requested stay. The request for the stay shall be a hearing with notice to the subdivider and to the appellant/petitioner, and upon conclusion of the hearing, the City Council shall, within ten (10) days, declare its findings.

D. Discretionary Extensions. Upon application of the subdivider during the effective period, the original approving body of the tentative map, as identified in Section 16.04.100, may extend the expiration dates of approved or conditionally approved tentative subdivision maps for a period or periods of up to two (2) years, pursuant to the provisions of Government Code Section 66452.6(e). In the case of the tentative map originally approved by City Council, the Planning Commission may extend the expiration dates of approved or conditionally approved tentative subdivision maps.

E. Extensions Related to Development Agreement. A tentative map on property subject to a development agreement authorized by Government Code Section 65864 may be extended for a period of time provided in the development agreement, but not beyond the duration of the development agreement.

Chapter 16.12 Design

16.12.010 General Requirements

In addition to meeting the specific requirements of this title, the design of the subdivision shall, to the satisfaction of the advisory agency, conform to the land use, circulation and other policies of the city's general plan and its component elements and any other officially adopted specific plan or land development policy, and shall conform to the zoning ordinance (Title 17), officially adopted standards for streets and roads, grading, erosion and siltation control, seismic safety, and design standards adopted by utilities, fire protection, sanitary and flood control districts in which the land division is located. The size and alignment of streets and walks and the location and configuration of sites for lots, schools, parks, and similar facilities shall be coordinated with the anticipated requirements of the future population, and the physical characteristics of the land

16.12.020 Street Alignment

The centerlines of all streets and highways which are to be extended shall be the continuation of the centerlines of existing streets and highways on adjacent and contiguous property. In cases in which the straight continuations are not desirable, the centerlines may be continued by curves tangent at the intersection with the boundaries of the proposed subdivision to the centerlines of existing streets or highways. Streets shall have the following minimum requirements:

	Right-of-Way	Distance from Curb Face to Curb Face
Six-lane divided arterial or thoroughfares	128 feet	108 feet
Four-lane divided arterials or thoroughfares	104 feet	84 feet
Four-lane undivided arterials	98 feet	78 feet

Four-lane undivided collectors	88 feet	68 feet
Two-lane undivided collectors	64 feet	44 feet
Two-lane minor collectors	60 feet	40 feet
Minor streets	56 feet	36 feet

16.12.030 Street and Alley Grades and Widths

A. Grades of all streets and alleys shall be established so that the subdivision is properly drained and shall conform as nearly as possible to the natural topography of the property. Minimum street grade is three tenths of one percent (0.3%), except where otherwise approved by the City Engineer. Maximum street grade is ten percent (10%), except where otherwise approved by the City Engineer.

B. Where a subdivision adjoins unsubdivided land, provision may be made for reasonable future access to the acreage.

C. The widths of streets shall be based on the width of streets of which they are a continuation, unless otherwise approved under a Planned Development (-PD) Overlay District (Chapter 17.12).

D. Street width in excess of the minimum width may be required where traffic conditions or land use warrant.

16.12.040 Blocks

A. Blocks shall not exceed one thousand three hundred fifty (1,350) feet in length unless the previous adjacent layout or topographical conditions or the special design of the particular subdivision justifies a variation from the requirement. However, blocks in excess of one thousand three hundred fifty (1,350) feet are allowed along arterial streets in order to reduce the number of intersections.

B. All intersections are subject to the Visibility Ordinance. The radius of the curve shall be not be less than twenty (20) feet.

16.12.050 Parcels

A. Parcels shall be designed to meet or exceed the minimum standard for area, lot width, lot depth, and lot frontage specified for in Title 17 for the zoning district in which the subdivision is located.

B. Parcels, and the grading thereof, shall be of a size and shape to accommodate the uses that reasonably could be expected to occur under applicable zoning with consideration given to the limitations of topography and soil conditions, and the need for providing access, privacy and preserving natural features of significance.

C. Parcels shall be designed to provide, to the extent feasible, for future passive or natural heating or cooling opportunities within the subdivision.

16.12.060 Grading

Subdivision grading shall conform with the intent, general requirements and lot design requirements of this chapter, shall be consistent with recommendations contained in the soils and geologic investigation reports prepared for the proposed subdivision, and subject to review and approval by the City Engineer, and shall specifically conform with all design standards contained in the city's grading regulations set forth in Chapter 15.50.

16.12.070 Erosion and Siltation Control

Erosion and sediment control facilities and measures shall control and contain erosion-caused sediment deposits and provide for the safe discharge of sediment-free stormwater into existing storm drain facilities and natural watercourses.

A. Slopes. The faces of cut and fill slopes shall be prepared and maintained to control against erosion.

B. Debris Basins. Debris basins shall be installed whenever and wherever necessary to protect the subdivision and the properties downstream of the subdivision from erosion and sedimentation.

C. Temporary Debris Basins. Temporary debris basins shall be installed prior to commencing grading operation and shall be maintained until the permanent erosion and sediment control measures have been installed and are fully effective.

D. Erosion and Sediment Control Measures. These measures shall be consistent with the recommendations contained in the preliminary soils investigation report and the report evaluating the geological conditions present, to the extent reviewed and approved by the City Engineer.

16.12.080 Flood Hazards

Where a subdivision is proposed which lies partially or totally within an area designated on a map prepared by a governmental agency as having a special flood hazard, the subdivider shall remove the subdivision from the special flood hazard area. To minimize damage to improvements, the subdivider shall elevate top of curb grades to a minimum of ten-foot NGVD elevation contours. The subdivider shall provide adequate drainage to reduce exposure to such hazards and shall design water supply and sanitary sewage systems to minimize infiltration of floodwaters into the systems and prevent discharges of sewage and other contaminants into flood waters.

16.12.090 Exceptions

The advisory agency may, in the exercise of reasonable judgment, grant exceptions to the requirements of this chapter, for street alignment, grades, widths, lengths, block design, lot width and lot frontage, and to all subjects referred to in Sections 16.12.060, 16.12.070, and 16.12.08 as determined warranted by topographic limitations, soil or geological conditions, or other site-specific conditions that warrant special consideration as determined by the City Engineer.

Chapter 16.16 Improvements

16.16.010 Duty of Subdivider to Improve Streets

The subdivider may be required to improve all streets, highways, public ways and easements which are a part of the subdivision, as well as improvements that may not be part of the subdivision but are affected by the subdivision.

16.16.020 Required Improvements

The required improvements shall include:

A. Streets and Roads. Grading, curbs and gutters, sidewalk, landscaping including street trees, irrigation, and surfacing of streets, highways and public ways, and the drainage thereof.

B. Grading Lots. The grading of the lots and the drainage thereof as may be required by the design of the approved tentative map.

C. Stormwater Control and Treatment. Stormwater control measures in compliance with the municipal code, the latest Regional Water Quality Control Board clean water construction general permit, and the latest municipal regional stormwater NPDES permit. The control and treatment measures shall reduce erosion and sedimentation from entering the storm drain system from the subdivision site (point source).

D. Water Supply and Sanitary Sewer. Subdivisions shall be served with water and sanitary sewer connections in the manner approved by the Alameda County Water District and Union Sanitary District unless an alternative design is proposed and approved by the City Engineer.

E. Utilities. Subdivisions shall be served by public utilities (gas, electricity, Internet/cable/phone) unless an alternative design is proposed and approved by the City Engineer.

F. Public Safety. Construction of such structures as may be necessary for public safety, including but not limited to local neighborhood drainage, traffic safety signs and devices, street name signs, and street lighting.

G. Fire Hydrants. Fire hydrants shall be furnished and installed as approved by the local water district, Fire Marshal, and City Engineer.

H. Trails and Bikeways. Trails and bikeways as designated on the general plan or applicable specific plan, or the city's adopted bicycle and pedestrian master plan.

I. Improvements adjacent to the subdivision. Construction of the improvement across any storm drain channel, Hetch-Hetchy right-of-way or other public facility adjacent to the subdivision.

16.16.030 Standards for Improvements

Except as provided in Section 16.16.020, all improvements shall be constructed in accordance with standard engineering practice and in accordance with standard plans and specifications approved by the city.

16.16.040 Improvement Plans

Before beginning any construction or installation of improvements, a complete set of plans, profiles, cross sections, and other drawings for all improvements, together with a complete set of detailed specifications for the work, shall be submitted to the City Engineer for review and approval. All work shall be according to city standards and specifications. The City Engineer shall be furnished, without cost, one (1) or more complete sets of the signed plans in a form required by the City Engineer. No work shall commence without approved, signed plans.

16.16.050 Inspection by City Engineer

The City Engineer shall have the right to enter upon the site of the work for the purpose of inspecting the same and shall be furnished with samples of materials as he or she may require for the making of tests to determine the acceptability of the materials.

16.16.060 Cost of Inspection

The subdivider shall pay to the city the cost for the inspection of the work and checking materials in accordance with the city's fee schedule.

16.16.070 Completion of Improvements

Upon completion of improvements, the subdivider shall provide as-built drawings in the form required by the City Engineer prepared by a civil engineer registered by the state of California and electronic files compatible with the city's GIS system showing the subdivision as it has been completed. The subdivider shall also provide recorded conditions, covenants and restrictions documents, and other documents pertinent to the development as reasonably determined by the City Engineer.

Chapter 16.20 Surveys and Monuments

16.20.010 Field Survey

A. A final map or a parcel map, prepared by or under the direction of a licensed land surveyor (land surveyor) or a civil engineer licensed prior to 1982 (civil engineer), based upon a field survey shall be made in conformity with the Professional Land Surveyor's Act (Business and Professions Code Sections 8700 through 8805) and the Subdivision Map Act.

B. An accurate and complete boundary shall be made of the land to be included on the final map or parcel map. The map shall show the location of each parcel and its relationship to any and all surveys prepared in the area.

16.20.020 Discrepancy

A. Whenever the field survey indicates a discrepancy from previously recorded data, the record bearing or dimension shall be shown in parentheses with the referenced recorded map information and in the same basis of bearings as the survey along with the field dimension.

B. When the discrepancy is major and causes a conflict to title, the land surveyor, civil engineer and subdivider shall take appropriate action to clear said title prior to the filing of the map.

16.20.030 Compiled Map

A parcel map may be compiled from a recorded or filed map if all of the following conditions exist:

A. The compiled map is based on a final map, parcel map, or record of survey filed in the Office of the County Recorder, or on another final map, parcel map, or record of survey subject to prior approval of the City Engineer.

B. The parcel map complies with Government Code Section 66448.

C. No material discrepancy exists within the recorded or filed map information shown on the compiled map.

D. All of the exterior boundary lines are indicated by field bearings and distance on the compiled map.

E. Sufficient survey information exists on the compiled map to locate and retrace the exterior boundary lines.

F. At least one (1) of these boundary lines can be established from an existing monumented line which is shown on the compiled map.

16.20.040 Accuracy Required

An accurate and complete boundary closure shall be made of the land to be divided. A traverse of the exterior boundaries of the tract or parcel and of each block and lot or parcel when computed, must close within an acceptable limit of error (not less than one (1) part in twenty thousand (20,000)).

16.20.050 Remainder

A. If the remainder of the original parcel shown on the parcel map has a gross area of five (5) acres or more, the remainder may be a field survey or may be indicated by deed bearings and distance shown in brackets; the bearings shall be on the same basis of bearings as the survey and the distances shall be in feet and designated as being a "nonsurveyed remainder."

B. Designation of remainder parcels shall be as prescribed per Government Code Section 66424.6.

16.20.060 Ties to Centerlines

Whenever the City Engineer has established the centerline or monumented offset line of a street or alley, ties shall be made to that centerline or monument line and any monument or reference point thereon.

16.20.070 Boundary Monuments

A. At the time of making the survey for the final map or parcel map, the land surveyor or civil engineer shall set sufficient durable monuments to conform with the standards described in the California Business and Professions Code Section 8771 and California Government Code Section 66495, so that another land surveyor or civil engineer may readily retrace the survey. If the timing for setting these monuments is designated on the final map or parcel map, security as set forth in California Government Code Section 66496 will be made, by the subdivider, with the City Engineer prior to the recording of the final map or parcel map.

B. All monuments necessary to establish the exterior boundaries of the subdivision shall be set, or witness thereto, and shall be sufficient in number together with existing monuments of record for the perpetuation or facile reestablishment of any point or line of the exterior boundary.

C. Exterior boundary monuments set shall be durable in nature, such as an iron pipe or standard monument, and efficiently placed so as not to be readily disturbed, as required by the City Engineer.

16.20.080 Street Monuments

A. The engineer or surveyor shall set permanent monuments in the public and private street areas, located so as to define the street lines bounding each block. Due consideration shall be given to visibility of monuments, one from another, for the purposes intended.

B. Permanent monuments on public and private streets shall conform to the approved standards plans of the city for concrete monument for use on subdivision projects.

16.20.090 Monuments - Interior Lots

A. Interior parcel or lot line monuments shall be set or witness thereto as required in the Business and Professions Code and Government Code Sections 8700 through 8805.

B. Interior monuments or witness monuments as designated upon the final map or parcel map shall be as prescribed on the map and set as stated in the surveyor's statement on the final map or parcel map.

16.20.100 Monuments -Time for Setting

A. Exterior boundary, street monuments and interior lot monuments shall be set as prescribed in the surveyor's statement on the final map or parcel map.

B. At least one (1) exterior boundary line of the land being subdivided shall be adequately monumented or referenced before the map is recorded.

C. Monuments may be designated to be set after approval of the final map or parcel map; provided, that they are set not later than the time of acceptance of improvements and adequate monument security is filed with the city prior to City Engineer approval and certification of the map.

D. When exterior boundary monuments, street monuments and interior monuments are not set at the time of recording of the final map or parcel map, the land surveyor or civil engineer shall certify on the map the date the monuments will be established, and the subdivider shall deposit with the city a security in an amount sufficient to cover the cost of setting such monuments, as determined by the City Engineer.

16.20.110 Monuments -Inspection and Approval

A. All monuments shall be subject to inspection and approval by the City Engineer.

B. Within five (5) days after the setting of all monuments as shown on the final map or parcel map has been completed by the land surveyor or civil engineer, written notice shall be given to the subdivider and the City Engineer that the final monuments have been set. Written notice to the City Engineer shall certify that all monuments have been set under the direction of the land surveyor or civil engineer as shown on the recorded final map or parcel map and within the

tolerances specified in Section 16.20.040. Written notification regarding payment for the setting of the monuments shall be provided in accordance with Government Code Section 66497.

16.20.120 California Coordinate System

Whenever the City Engineer has an approved system of California coordinate monuments, the field survey shall be tied into the approved monuments.

Chapter 16.24 Final Maps and Parcel Maps

16.24.010 General

The form, contents, accompanying data and filing of the final map and parcel map shall conform to the provisions of this chapter. The final map or parcel map shall be prepared by a registered civil engineer or licensed land surveyor.

16.24.020 Phasing of Final Maps or Parcel Maps

A. Multiple final or parcel maps relating to an approved or conditionally approved tentative map may be filed prior to the expiration of the tentative map if the subdivider, at the time the tentative map is filed, informs the Community Development Director of the subdivider's intention to file multiple final or parcel maps on the tentative map. In providing the notice, the subdivider shall not be required to define the number or configuration of the proposed multiple maps. The proposed phasing shall be reviewed by the advisory agency as part of the tentative map review and approval.

B. The filing of a final or parcel map on a portion of an approved or conditionally approved tentative map shall not invalidate any part of the tentative map. Each final or parcel map which constitutes a part, or unit, of the approved or conditionally approved tentative map shall have a separate subdivision number. For a phased final map, the subdivision improvement agreement executed by the subdivider shall provide for the construction of improvements as required by the City Engineer to constitute a logical and orderly development of the whole subdivision. For a phased parcel map, the advisory agency may impose reasonable conditions related to filing multiple parcel maps.

C. The filing of any phased final or parcel map shall not extend the expiration date of the approved or conditionally approved tentative map to which the final or parcel map relates, except as provided in the Subdivision Map Act, including Government Code Section 66452.6(a).

16.24.030 Form

The form of the final map or parcel map shall conform to the requirements of the Subdivision Map Act and as follows:

A. The final map or parcel map shall be legibly drawn, printed or reproduced by a process guaranteeing a permanent record in black on polyester-base film. Statements, affidavits and acknowledgments may be legibly stamped or printed upon the map with opaque ink. If ink is used on polyester-based film, the ink surface shall be coated with a suitable substance to assure permanent legibility.

B. The size of each sheet shall be eighteen (18) by twenty-six (26) inches. The scale of the map shall be one (1) inch equals forty (40) feet or less, unless otherwise approved by the City Engineer.

C. All printing or lettering on the map shall be a minimum of one-eighth (1/8) inch in height, unless done in type, then lettering shall be a minimum of one-tenth (1/10) inch in height, and of such shape and weight as to be readily legible on print reproductions.

16.24.040 Contents

The contents of the final or parcel map shall conform to the requirements of the Subdivision Map Act and as follows:

A. Title Block. Each sheet of the map shall contain a title, consisting of the subdivision number, but no commercial name or title shall appear on the map as a designation. Below the number shall appear "City of Newark, Alameda County, California," the name of the surveyor or firm, county and state, the scale and date. If the subdivision is a condominium project, the statement "A Condominium Project" or "For Condominium Purposes" shall appear beneath the subdivision number.

B. Title Sheet. The title sheet shall show the title block; owner's certificate; acknowledgements; surveyors' certificate; City Engineer's certificate; County Recorder's certificate; language stating: "A subdivision of," being the name and legal designation of the subdivision in which the survey is located and any other statements or notes that are required.

C. Map Sheet. Every sheet comprising the map shall show the title block, north arrow, legend, basis of bearings, sheet number and number of sheets comprising the map.

D. Exterior Boundary. The exterior boundary of the land included within the subdivision shall be indicated by the following symbol: a long line (minimum one-half (1/2) inch in length) followed by three (3) short lines (maximum one-eighth (1/8) inch each in length).

E. Lot and Parcel Numbers. Lots or parcels shall be numbered in numerical order starting from numeral "1" and continue consecutively throughout the map, with no omissions or duplications. Circles, squares or other geometrical figures shall not be drawn around the letter or numbers. Each block shall be shown entirely on one (1) sheet; each lot or parcel shall be shown entirely on one (1) sheet, unless otherwise approved by the City Engineer.

F. Lands for Public Use or for Private Use—Designations. The map shall particularly define, delineate and designate all lots or parcels intended for sale or reserved for private purposes; all parcels offered for dedication for any purpose, public or private; and any private streets, with all dimensions, boundaries and courses clearly shown and defined in every case. Dimensions of lots or parcels shall be given as the net dimensions only to the boundaries of adjoining streets that will be accepted for dedication or where the street is held in fee by the city. No ditto marks shall be used. Parcels offered for dedication but not accepted, as well as common parcels offered for private use, shall be designated by letter, and private streets offered but not accepted for dedication shall be labeled "Private Street."

G. Lands for Public Use—Offer of Dedication. All parcels of land shown on any map and intended for any public use shall be offered for dedication for public use except those parcels, other than streets, which are intended for the exclusive use of the lot owners in the subdivision, their licensees, visitors, and tenants, and shall be covered by a recorded covenant that cannot be eliminated without the consent of the City.

H. Streets—Side Lines—Widths. The map shall show the monument lines and side lines of all streets, the total width of all streets, the width of the portion being dedicated and the width of existing street, and the widths each side of the monument line, also the width of railroad rights-of-way appearing on the map.

I. Easements—Descriptions. The map shall show the side lines of all easements to which the lots are subject. Easements shall be clearly labeled and identified, and if already of record, the record reference given. If any easement of record is not definitely located, a statement of the easement shall appear on the title sheet. The width, lengths and bearings of the lines showing the easements shall be sufficient to definitely locate the easement with respect to the subdivision. If the easement is being dedicated by the map, it shall be properly set out in the owner's certificate of dedication.

J. Dedications. Dedications or offers of dedication shall be made either by certification on the map or by separate instrument. If dedications or offers of dedication are made by separate instrument, the dedication or offers of dedication shall be shown on the map and shall be recorded concurrently with, or prior to, the map being filed for record.

K. Street Names. The names of all streets, alleys or highways within or adjoining the subdivision shall be shown. In order to avoid duplication, names to be used on new streets shall be subject to the approval of the Community Development Director. If any designation by number, they shall be spelled out completely, using hyphens in such forms as "Twenty-Third Street." The words "avenue," "boulevard," "place," etc., shall be spelled out in full.

L. Certificates, Statements, and Acknowledgements. All certificates, statements and acknowledgements shall be made as required by Government Code Section 66433 *et seq.* for final maps and by Government Code Section 66444 for parcel maps.

M. Scale, North Point, and Basics of Bearings. There shall appear on each map sheet the scale, the north point, and the basis of bearings based on Zone III of the California coordinates, and the equation of the bearing to true north. The basis of bearings shall be approved by the City Engineer.

N. Linear, Angular and Radial Data. Sufficient linear, angular and radial data shall be shown to determine the bearings and lengths of monument lines, street centerlines, the boundary lines of the subdivision, the boundary lines on every lot and parcel which is a part of the subdivision, and ties to existing monuments used to establish the boundary. Arc length, radius and total central angle and radial bearings of all curves shall be shown. Ditto marks shall not be used in the dimensions and data shown on the map.

O. Adjoining Properties. The adjoining corners of all adjoining subdivisions shall be identified by subdivision number, or name when not identified by official number, and reference to the book and page of the filed map showing such subdivision, and if no such subdivision is adjacent, then by the name of the owner, and reference to the recorded deed by book page number for the last recorded owner of such adjacent property.

P. City Boundaries. City boundaries which cross or join the subdivision shall be clearly designated.

Q. Monuments. The final map or parcel map shall show the location and description of all stakes, monuments or other markers found on the ground or placed in making the survey of the subdivision and in determining the boundaries thereof, with references sufficient for relocation. Whenever the City Engineer has established the centerline of a street or alley adjacent to or in a proposed subdivision, the data shall be shown on the final or parcel map indicating all monuments found and making reference to a field book or map. If the points were reset by ties, the courses and detail of relocation data shall be shown.

16.24.050 Procedure

Upon approval of the tentative tract map or tentative parcel map, prints of the final map or parcel map shall be submitted to the City Engineer for their examination for conformance to the approved tentative map, local ordinance, and the Subdivision Map Act.

16.24.060 Data and Material to Accompany Final Map or Parcel Map Submittal

The following data and material shall be provided with the final map or parcel map submittal to the City Engineer by the subdivider or their agent. This list can be modified at the City Engineer’s discretion.

A. A survey providing latitudes and departures and coordinates of the boundary, blocks, lots, or parcel and monument lines of the subdivision, unless a compiled parcel map is submitted in accordance with Section 16.20.030.

B. A set of prints of the map in a form required by the City Engineer.

C. A copy of the record owner deed and/or those deeds used in the survey, i.e., senior, adjoiners and easements.

D. Current title report, showing the legal owners at the time of submittal of the final or parcel map and showing any deeds of trust.

E. Plans, cross-sections, profiles and specifications of the street improvements, grading, drainage facilities, water, sanitary sewer improvements, stormwater management and erosion and sediment control measures or structures and related drawings and specifications as the City Engineer may require. The plans and drawings shall be drawn to a scale not to exceed one (1) inch equals forty (40) feet horizontal and one (1) inch equals four (4) feet vertical, unless prior approval is granted by the City Engineer. Plans and drawings shall be in the form specified by the City Engineer and shall be signed by a registered civil engineer.

F. The tracing of the map shall contain original signatures and shall be submitted for certification when notified by the City Engineer.

G. The submittal of a parcel map or final map for a common interest development within the meaning of Civil Code Sections 1350 *et seq.* shall include the proposed declaration of covenants, conditions and restrictions containing the provisions described in Civil Code Section 1353, and all other governing documents for the subdivision as are appropriate pursuant to Civil Code Section 1363. The submittal of a parcel map or final map for all subdivisions other than a common interest development shall include any proposed declaration of covenants, conditions and restrictions. All documents shall be subject to review and approval by the Community Development Director, City Engineer, and City Attorney.

H. Soils report prepared by a licensed geotechnical engineer or a registered civil engineer experienced in soils engineering.

I. Any additional data or material as required by the City Engineer.

16.24.070 Improvement Agreements

A. Agreement Required. Unless all required improvements have been completed and have been accepted by the city, prior to the approval of the final map by the City Engineer, the subdivider shall execute and file an agreement with the city to install all the required improvements, specifying the period within which subdivider shall complete improvements to the satisfaction of the city and providing that, if subdivider fails to complete the work within the specified period, the city may complete same and recover the full cost and expense thereof from the subdivider. The agreement shall also provide for inspections of improvements by the City Engineer . The agreement shall also provide the city with the right to modify plans and specifications at the subdivider’s expense.

B. Approval. The improvement agreement shall be reviewed and approved by the City Engineer provided all requirements and standards of this section are met. The City Engineer's action may be appealed to the City Council as provided in Government Code Section 66462(d). The City Council shall periodically review this delegation of authority to the City Engineer.

C. Security Required. The subdivider shall also file with the improvement agreement, to insure full and faithful performance thereof, a bond, instrument of credit or cash, or security in an amount and form deemed sufficient by the City Engineer to cover the cost of the improvements, engineering, inspections, and incidental expenses, consistent with the provisions of this section. Such bond shall be executed by a surety company authorized to transact a surety business in the state and must be approved by the City Attorney as to form. Any improvement agreement, contract or act required or authorized by the Subdivision Map Act or this title, for which security is required, shall be secured in accordance with Government Code Sections 66499 *et seq*. and as provided below. No final map shall be signed by the City Engineer or recorded until all improvement securities required by this section have been received and approved.

D. Form of Security. The form of security shall be one (1) or the combination of the following at the option of and subject to the approval of the city:

1. Bond or bonds by one (1) or more duly authorized corporate sureties. The form of the bond or bonds shall be in accordance with the Subdivision Map Act, specifically, Government Code Sections 66499.1, 66499.2, 66499.3 and 66499.4.

2. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the city, of money or negotiable bonds of the kind approved for securing deposits of public moneys.

3. An instrument of credit or letter of credit from one (1) or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment.

4. Any other form of security as provided in Government Code Section 66499.

E. Amount of Security. A performance bond or other security in the amount of one hundred percent (100%) of the total estimated construction cost to guarantee the construction or installation of all improvements shall be required of all subdivisions. An additional amount of one hundred percent (100%) of the estimated construction cost shall be required to guarantee payment to subdivider's contractor, subcontractors and to persons furnishing labor, materials or equipment for the construction or installation of improvements. As a part of the obligation guaranteed by the security and in addition to the full amount of the security, there shall be included costs and reasonable expenses and fees, including attorneys' fees, incurred by the city in enforcing the obligations secured. The estimate of improvements costs shall be as approved by the City Engineer and shall provide for:

1. Construction costs contingencies in an amount equal to ten percent (10%) of the estimated construction costs.

2. Engineering and design costs in an amount equal to eight percent (8%) of the estimated construction costs.

3. All utility installation costs or a certification acceptable to the City Engineer from the utility company that adequate security has been deposited to ensure installation.

F. Warranty Security. Upon acceptance of the subdivision improvements by the City Engineer, the subdivider shall provide security in the amount of twenty percent (20%) of the total original estimated construction cost to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the improvements throughout the warranty period which shall be the period of one (1) year following the completion and acceptance of the improvements.

G. The City Engineer may authorize in writing the release of the performance security, in whole or in part, in accordance with Government Code Section 66499.7. Release of improvement security shall be as follows:

1. The performance security shall be released only upon acceptance of the improvements by the City Engineer and when an approved warranty security has been filed with the City Engineer.

2. Security given to secure payment to the contractor, subcontractors and to persons furnishing labor, materials or equipment shall be reduced or released in accordance with Government Code Section 66499.7(h).

3. The warranty security shall be released upon satisfactory completion of the warranty period, provided: (a) all deficiencies appearing on the warranty deficiency list for the subdivision have been corrected; and (b) not less than twelve (12) months have elapsed since the acceptance of the improvements by the City Engineer. In the event the subdivider fails to complete all improvement work in accordance with this chapter, or, if the subdivider fails to reimburse the city for the cost of inspections, engineering, and incidental expenses, the city may call on the surety for reimbursement or shall appropriate from any cash deposit funds for reimbursement. In any such case, if the amount of surety bond, instrument of credit, or cash deposit exceeds all cost and expense incurred by the city, it shall release the remainder of such bond, instrument or credit, or cash deposit and, if the amount of the surety bond, instrument of credit or cash deposit is less than the cost and expense incurred by the city, the subdivider shall be liable to the city for such difference.

H. There shall be no extension of time, progress payments from cash deposit, or release of surety, instrument of credit or cash deposit except upon certification of the City Engineer that the work covered thereby has been satisfactorily completed.

I. Upon completion of the improvements and city acceptance of the improvements required by agreement, the subdivider shall provide improvement security for a period of one (1) year to guarantee the work against any defective work or labor done, or defective materials furnished. The City Engineer shall be the designated official for acceptance, release, and partial release of security pursuant to Government Code Sections 66499.7 and 66499.8. The City Council shall periodically review this delegation of authority to the City Engineer.

16.24.080 Action on Final Map

A. Upon receipt of the final map submittal, the City Engineer shall check the submittal for correctness of surveying data, the adequacy of certificates of dedication, compliance with conditions of approval of tentative map, and any other matters or features which require checking in order to ensure that the map complies with the provisions of this title and of the Subdivision Map Act.

B. The City Engineer shall notify the City Council at its next regular meeting after receipt of a final map submittal that the City Engineer is reviewing the map for final approval. The City Clerk shall provide notice of the City Engineer's pending decision on a final map by attaching and posting the notice with the City Council's regular agenda and mailing the notice to interested parties who request notice. The City Engineer shall approve or disapprove the final map within ten (10) days following the meeting of the City Council that was preceded by the Clerk's notice.

C. If the final map conforms to all the requirements of this title and the provisions of the Subdivision Map Act, is in substantial compliance with the tentative subdivision map approved or conditionally approved for the subdivision, and all conditions of the approved tentative subdivision map are met, the City Engineer shall endorse their certificate on the map in the form prescribed by the Subdivision Map Act and approve the map. The City Engineer, by written finding, may waive the requirements of this subsection when the failure to conform is the result of a technical or inadvertent error which in the determination of the City Engineer does not materially affect the validity of the map pursuant to the provisions of Government Code Section 66473.

D. The City Engineer shall accept, accept subject to improvement, or reject any offers of dedication of land for public use that are made by a statement on the final map, and the City Clerk shall thereupon transmit the final map to the County Clerk for submittal to the County Recorder; provided, that the City Engineer shall not endorse their certificate on or approve the map until the required improvements set forth in the approval of the tentative map have been installed or the subdivider has entered into an agreement to install such improvements as provided in Section 16.24.070.

E. If the final map does not conform with the requirements of this title or the provisions of the Subdivision Map Act, or is not in substantial compliance with the tentative subdivision map approved or conditionally approved for the subdivision, or all conditions of the approved tentative subdivision map are not met, the City Engineer shall disapprove the final map; provided, that a final map shall be disapproved only for failure to meet or perform requirements

or conditions which were applicable to the subdivision at the time of approval of the tentative subdivision map; and provided further, that such disapproval shall be accompanied by a finding identifying the requirements or conditions which have not been met or performed.

F. The City Council shall periodically review the delegation of final map authority to the City Engineer.

16.24.090 Action on Parcel Map

A. The City Engineer shall take final action on parcel maps.

B. The City Engineer shall approve the parcel map if it conforms to all the requirements of this title and the provisions of the Subdivision Map Act, is in substantial compliance with the tentative parcel map approved or conditionally approved for the subdivision, and all conditions of the approved tentative parcel map are met.

C. The City Engineer shall accept, accept subject to improvement, or reject any offers of dedication of land for public use that are made by a statement on the parcel map, and the City Engineer shall thereupon transmit the parcel map to the County Clerk for submittal to the County Recorder.

D. If the parcel map does not conform with the requirements of this title or the provisions of the Subdivision Map Act, or is not in substantial compliance with the tentative parcel map approved or conditionally approved for the subdivision, or all conditions of the approved tentative parcel map are not met, the City Engineer shall disapprove the parcel map; provided, that a parcel map shall be disapproved only for failure to meet or perform requirements or conditions which were applicable to the subdivision at the time of approval of the tentative parcel map; and provided further, that such disapproval shall be accompanied by a finding identifying the requirements or conditions which have not been met or performed.

E. Notwithstanding the foregoing, the City Engineer may approve a parcel map that is not in compliance with this title, the Subdivision Map Act or the approved or conditionally approved tentative parcel map, where the City Engineer finds that the failure of the parcel map is the result of a technical and inadvertent error that does not materially affect the validity of the map.

16.24.100 Appeal to City Council

The City Engineer’s decision to approve or disapprove the final map or parcel map may be appealed to the City Council in accordance with Government Code Section 66452.5.

16.24.110 Action on Final Map or Parcel Map Appeal by City Council

A. The City Council on appeal shall approve the final or parcel map if it complies in all respects with the tentative map as approved, if the subdivider has fulfilled all the conditions imposed in connection with the approval of the tentative map, and if the final or parcel map

complies with all the requirements of the Subdivision Map Act and this title applicable at the time of approval or conditional approval of the tentative map. The City Council, by resolution, may waive the requirements of this subsection when the failure to conform is the result of a technical or inadvertent error which in the determination of the City Council does not materially affect the validity of the map pursuant to the provisions of Government Code Section 66473.

B. If the final map or parcel map is approved on appeal, the City Council shall also accept, accept subject to improvement, or reject any offers of dedication of land for public use that are made by a statement on the final or parcel map.

C. The City Council may disapprove a final map or parcel map in accordance with Government Code Section 66473.

Chapter 16.28 Reserved

Chapter 16.32 Underground Utilities

16.32.010 Intent

The regulations of this chapter are intended to promote the safety and welfare for both the residents of subdivisions and the public in general, and to prolong the economic life of subdivisions, enhance views and scenic attributes, and enhance the general living environment.

16.32.020 Utility Distribution Facilities to be Placed Underground

All existing and proposed utility distribution facilities, including transformers, within the subdivision and along project streets, except those exempted by the regulations of the Public Utilities Commission, supplying electric, communication or similar or associated services, installed in and for the purpose of supplying such service to any subdivision requiring the filing of a parcel map or final map, shall be placed underground. Distribution facilities do not include metal poles used for street lighting, traffic signals, pedestals for police and fire system communications and alarms, pedestal-mounted meter cabinets, substations, and facilities used to carry voltages higher than thirty-five thousand (35,000) volts.

16.32.030 Duty of Subdivider

The subdivider is responsible for complying with all requirements of this chapter, and shall make the necessary arrangements with the utility or communication companies involved for the installation of the facilities required by Section 16.32.020.

16.32.040 Request for Exception

A. The subdivider may request an exception from the requirements of this chapter by submitting to the advisory agency a statement describing fully the nature and extent of the

exception at the time of the tentative tract map or tentative parcel map application, and the reasons for which it is requested.

B. The request for the exception shall be reviewed and considered by the City Engineer. The request shall present evidence that a balancing of the requirements of the public health, safety and general welfare with the feasibility of meeting such requirements does not warrant the strict application of the requirements of this chapter, by reason of economic feasibility, soil, topography, compatibility of surrounding area, and future potential number of building sites affected. If the City Engineer determines that an exception is warranted, a condition of approval shall be included for consideration by the advisory agency for the tentative tract map.

Chapter 16.40 Vesting Tentative Map

16.40.010 Authority and Purpose

The purpose of this chapter is to establish local procedures for the implementation of Government Code Sections 66452 and 66498.1 related to vesting tentative maps.

16.40.020 Consistency

No land shall be subdivided and developed pursuant to a vesting tentative map for any purpose which is inconsistent with the general plan and any applicable specific plan or that is not permitted by the zoning ordinance (Title 17) or other applicable provisions of this code.

16.40.030 Application

Whenever a provision of the Subdivision Map Act or this title requires that a tentative map be filed, a vesting tentative map may instead be filed.

16.40.040 Filing and Processing

A vesting tentative map shall be filed in the same form and have the same contents, accompanying data and reports and shall be processed in the same manner as set forth in this title for a tentative map, except as hereafter provided:

A. At the time a vesting tentative map is filed, it shall have printed conspicuously on its face the words “Vesting Tentative Map.” All other submittal requirements identified in the application submittal requirements for a tentative map shall be submitted.

B. To ensure that any vested development rights are granted in compliance with the ordinances, resolutions, policies and standards for the design and improvement of the subdivision, at the time a vesting tentative map is filed, the subdivider shall also supply a statement that site development review approval has been granted, or, a complete application for site development review approval and plans have been filed, in accordance with Chapter 17.12, which will be concurrently processed with the vesting tentative map within the limitations of Government Code Section 66498.8(d).

16.40.050 Vesting of Development Rights

In accordance with Government Code Section 66498.1, approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect when the vesting tentative map application was deemed complete.

A. Expiration of Vested Rights. The rights conferred by this title and Government Code Section 66498.1 shall expire if a final map or parcel map is not approved prior to the expiration of the vesting tentative map as provided in Section 16.08.130. If the final map or parcel map is timely approved, these rights shall last for an initial period of two (2) years beyond the recording of the final or parcel map.

B. Time Extensions. The initial period for vested rights may be extended as follows:

1. At any time prior to the expiration of the initial time period, the subdivider may apply for a one (1) year extension. The application shall be reviewed by the Planning Commission, who may approve, approve with conditions or deny the request. If the extension is denied by the Planning Commission, the subdivider may appeal that denial to the City Council within fifteen (15) days. A subdivider may only apply for one-year extension twice, for a total of two one-year extensions.

2. The initial time period shall be automatically extended by processing time for a complete application for a grading permit or design or architectural review, in accordance with Government Code Section 66498.5(c).

3. If the subdivider submits a complete application for a building permit during the time extension periods above, the rights conferred by this section shall continue until the expiration of that permit, or any extension of that permit.

C. Subsequent Approvals. An approved or conditionally approved vesting tentative map shall not limit the city from imposing reasonable conditions on subsequent required approvals or permits necessary for the development and authorized by the ordinances, policies, or standards in effect when the vesting tentative map application was deemed complete.

16.40.060 Development Inconsistent with Zoning – Conditional Approval

A. Whenever a subdivider files a vesting tentative map for a subdivision whose intended development is inconsistent with the zoning ordinance in existence at that time, that inconsistency shall be noted on the map. The city may deny such a vesting tentative map or approve it conditioned on the subdivider, or their designee, obtaining the necessary change in the zoning ordinance to eliminate the inconsistency. If the change in the zoning ordinance is obtained, the approved, or conditionally approved, vesting tentative map shall, notwithstanding Government Code Section 66498.1(b), confer the vested right to proceed with the development in substantial compliance with the change in the zoning ordinance and the map, as approved.

B. The rights conferred by this section shall be for the time periods set forth in Section 16.40.050.

16.40.070 Applications Inconsistent with Applicable Ordinances, Policies and Standards

Notwithstanding any provision of this title, a property owner or their designee may seek approvals or permits for development which depart from the ordinances, policies and standards described in Sections 16.40.050 and 16.40.060, and the city may grant these approvals or issue these permits to the extent that the departures are authorized under applicable law.

16.40.080 Amendment to Vesting Tentative Map

If the ordinances, policies or standards described in Section 16.40.060 are changed subsequent to the approval or conditional approval of a vesting tentative map, the subdivider, at any time prior to the expiration of the vesting tentative map pursuant to Section 16.08.130, may apply for an amendment to the vesting tentative map to secure a vested right to proceed with the changed ordinances, policies or standards. An application shall clearly specify the changed ordinances, policies or standard for which the amendment is sought. Any approval of the amended vesting tentative map under this section shall not extend the effective periods of the vesting tentative map approval established in Section 16.08.130.

16.40.090 Findings Required for Vesting Tentative Map Approval

The findings required to approve a vesting tentative map application shall be the same as those to approve a tentative map application with the addition of the finding that the vesting tentative map complies with the associated site development review application required by Section 16.40.040(B).

Chapter 16.44 Map Amendments and Certificates of Correction

16.44.010 Map Amendments and Certificates of Correction

A. Authority. A final or parcel map may be amended in conformance with the provisions of the Subdivision Map Act and this title by a certificate of correction or an amending map for any of the purposes set forth in Government Code Section 66469 and subject to approval and certification by the City Engineer.

B. Form. The amended map or certificate of correction shall be proposed consistent with Government Code Section 66470.

1. Amended maps shall be entitled “Amended [Final or Parcel] Map” and shall conform to the requirements of Government Code Section 66434 for a final map or Section 66445(a) through (d) and (f) through (i) for a parcel map.

2. All corrections or omissions shall be boxed or clouded and the errors removed from the final or parcel map with a certified statement by the surveyor providing, in general, a description of the correction or omission being made, a list of affected sheets, the recording information of the original map, and the name(s) of the fee owner(s) of the real property affected by the correction or omission on the date of the filing or recording of the original recorded map.

C. Certification. The City Engineer shall examine the amended map or certificate of correction and if the only changes made are those set forth in Government Code Section 66469 and the map or certificate complies with Government Code Section 66470, he or she shall certify to this fact on the amended map or certificate of correction in accordance with Government Code Section 66471. Certification by the City Engineer constitutes approval of the amended map or certificate of correction.

D. Recordation. The amending map or certificate of correction certified by the City Engineer shall be filed or recorded in the office of the Alameda County Recorder.

E. Dedications. The City Engineer may accept or reject dedications and offers of dedication that are made by statement on the amended final map or amended parcel map.

Chapter 16.48 Reversion to Acreage and Resubdivision

16.48.010 Reversion to Acreage

A. Authority. Subdivided real property may be reverted to acreage by motion of the City Council or by petition of landowners, pursuant to Government Code Section 66499.11 *et seq*.

B. Form. Petitions for reversions to acreage shall be entitled "Reversion to Acreage of _____," shall be in a form prescribed by the Community Development Director, and shall contain the information required in Government Code Section 66499.13.

C. Notice, Hearing, Approval. The City Council shall hold a public hearing on the proposed reversion to acreage, with notice per Government Code Sections 65090 and 65091. The City Council may approve the reversion to acreage upon making the findings in Government Code Section 66499.16 and with conditions pursuant to Section 66499.17.

D. Parcel Map for Reversion to Acreage. A parcel map may be filed and approved for a reversion to acreage pursuant to Government Code Section 66499.20.1. No tentative map shall be required. The City Engineer is the advisory agency for the purpose of this subsection.

16.48.020 Resubdivision

Subdivided lands may be merged and re-subdivided without reverting to acreage pursuant to Government Code Section 66499.20.2 by complying with all applicable provisions of the Subdivision Map Act and this title.

Chapter 16.52 Lot Line Adjustments

16.52.010 Lot Line Adjustments

A. Lot line adjustments shall comply with Section 66412(d) of the Subdivision Map Act.

B. Application. An application for a lot line adjustment shall be filed with the Community Development Director for their examination for conformance to the general plan, applicable specific plans, adopted zoning and building ordinances and the Subdivision Map Act.

C. Required Documents. The following data and material shall be provided with a completed lot line adjustment application:

1. Current title report for each lot involved in the lot line adjustment, showing the legal owners at the time of submittal of the lot line adjustment application and showing any deeds of trust.

2. Exhibit identifying the location of buildings, structures, utility service lines, parking lots and driveways; the location of existing and proposed lot lines; the location of adjacent streets; setback distance from buildings and structures to proposed lot lines.

3. Plat, legal description, and lot closure calculations, signed and stamped by a professional land surveyor or qualified registered civil engineer, for each new lot and the areas to be transferred.

4. Any additional information required by the Community Development Director or City Engineer.

D. Approval. If the Community Development Director finds that the proposed lot line adjustment is in conformance with the general plan, applicable specific plans, the zoning ordinance and building ordinances, the Community Development Director may approve the lot line adjustment and issue a certificate of compliance which shall be recorded by the County. The approved lot line adjustment shall be reflected in a deed, which shall be recorded. A copy of the recorded deed shall be filed with the Community Development Director. Failure to record the lot line adjustment shall be cause for the denial of any project dependent on the lot line adjustment.

Chapter 16.56 Enforcement

16.56.010 Enforcement

A. Prohibition. The prohibitions in Government Code Section 66499.30 shall apply to the sale, lease, financing, construction or occupancy of any parcel or parcels of real property in the city until and unless all applicable requirements of this title and the Subdivision Map Act have been complied with.

B. Penalty. Penalties for violation of this title or the Subdivision Map Act shall be as provided in Government Code Section 66499.31.

C. Remedies, Violations. Remedies and procedures for violations shall be as set forth in Government Code Sections 66499.32, 66499.33, 66499.34 and 66499.36.

D. Certificate of Compliance. Any person owning real property or a vendee of that person pursuant to a contract of sale of the real property may submit an application to determine whether the real property complies with the provisions of this title and the Subdivision Map Act. The Community Development Director and the City Engineer shall review the application. The City Engineer shall review and respond to the application in accordance with the provisions of Government Code Section 66499.35.

E. Judicial Action. Challenges to actions taken pursuant to this title shall be governed by Government Code Sections 66499.37 and 66499.38.

16.56.020 Effect of Approval or Conditional Approval of Map

Neither the approval nor conditional approval of any map shall constitute or waive compliance with any other applicable provision of the code, including the zoning ordinance, nor shall any such approval authorize or be deemed to authorize a violation or failure to comply with any other applicable provisions of the code.

5006042.4

STAFF REPORT

Item D. 4.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Adopt resolutions establishing the City Council meeting calendar for 2024 and authorizing the City Manager to take administrative actions during the August Recess

Newark Municipal Code Section 2.08.010 requires the City Council to set the day and time of regular City Council meetings via resolution. A resolution with the proposed meeting dates and times for calendar year 2024 has been drafted for City Council consideration. If approved, meetings will continue to be held on the second and fourth Thursday of each month beginning at 7 pm. The resolution authorizes the August Meeting Recess and cancels the second meeting in the months of November and December.

City staff also seeks authorization for the City Manager, or designee, to approve administrative matters that might occur during the August Meeting Recess that cannot be deferred until the September 12, 2024, City Council meeting. The general types of administrative matters that might require action are:

Acceptance of completion of work on City Projects
Approval of agreements as needed for budgeted projects and services
Approval of plans and specifications
Award of contracts for budgeted projects
Denial of claims

The City Manager or designee will provide a staff report on all actions taken during the August Recess at the September 12, 2024, City Council meeting.

Staff recommends that the City Council adopt resolutions to establish the dates and times for regular City Council meetings for the calendar year 2024 and authorizing the City Manager, or designee, to act upon certain administrative matters on behalf of the City of Newark during the City Council Summer Meeting Recess August 2024.

Attachments

Resolution August Recess
Resolution Meeting Dates

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACT UPON CERTAIN ADMINISTRATIVE MATTERS ON BEHALF OF THE CITY OF NEWARK DURING THE CITY COUNCIL SUMMER MEETING RECESS AUGUST 2024

WHEREAS, the City Council of the City of Newark will be in recess during the month of August 2024; and

WHEREAS, during said City Council recess, certain administrative matters require action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager, or his authorized designee, to act upon the following certain administrative matters during the City Council's meeting recess August 2024, which should not be deferred until the next regularly scheduled meeting of the City Council on September 12, 2024:

Acceptance of completion of work on City projects
Approval of agreements as needed for budgeted projects and services
Approval of plans and specifications
Award of contracts for budgeted projects
Denial of claims

BE IT FURTHER RESOLVED that all actions taken by the City Manager, or his authorized designee, pursuant to this resolution, shall be reported to the City Council after the recess.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING THE DATES AND TIMES FOR REGULAR CITY COUNCIL MEETINGS FOR THE CALENDAR YEAR 2024

WHEREAS, the City Council of the City of Newark adopted Ordinance No. 523 amending the Newark Municipal Code to provide that the City Council shall establish dates and times for regular City Council Meetings by resolution; and

WHEREAS, the City Council desires to adopt a resolution establishing dates and times for regular City Council Meetings for Calendar Year 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the regular City Council Meetings for Calendar Year 2024 shall be on the dates and times specified in this Resolution.

2024 Regular meeting dates, start time 7:00 p.m. from January to December:

January 11, 2024
January 25, 2024
February 8, 2024
February 22, 2024
March 14, 2024
March 28, 2024
April 11, 2024
April 25, 2024
May 9, 2024
May 23, 2024
June 13, 2024
June 27, 2024
July 11, 2024
July 25, 2024
September 12, 2024
September 26, 2024
October 10, 2024
October 24, 2024
November 14, 2024
December 12, 2024

2024 meetings canceled

August Recess August 8 and 22, 2024
Thanksgiving Holiday November 28, 2024
Winter Furlough December 26, 2024

STAFF REPORT

Item D. 5.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Adopt a resolution reappointing William Fitts to the Planning Commission

The terms of Planning Commissioners William Fitts and Patricia Pitpitan expire on December 31, 2023. Commissioner Fitts has served on the Planning Commission since 1986 and has requested a four-year reappointment. Commissioner Pitpitan is not seeking reappointment and will step down when her term expires on December 31, 2023. Staff will begin the recruitment process to fill Commissioner Pitpitan's seat.

It is recommended that the City Council, by resolution, approve the reappointment of William Fitts to the Planning Commission, for a term to expire on December 31, 2027.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE REAPPOINTMENT OF WILLIAM FITTS TO THE PLANNING COMMISSION

WHEREAS, William Fitts, hereto appointed member of the Planning Commission, has a term expiring December 31, 2023; and

WHEREAS, the Mayor of the City of Newark has reappointed William Fitts to said position on the Planning Commission for a term expiring December 31, 2027;

NOW, THEREFORE, BE IT RESOLVED that said appointment is hereby approved by the City Council of the City of Newark.

STAFF REPORT

Item D. 6.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution approving a Contractual Equipment and Services Agreement with RJMS Corporation dba Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper

SUMMARY AND RECOMMENDATION

The Maintenance Division of the Public Works Department has identified a need to purchase a sub-compact sweeper and transport trailer to maintain the Class IV separated bike lanes equipped with K71 posts on Cherry Street and Newark Boulevard. The Capital Improvement Plan contains sufficient funding for these necessary purchases.

Staff recommends that the City Council approve Contractual Equipment and Services Agreements with RJMS Corporation dba Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper.

BACKGROUND

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes funding for the purchase of a sub-compact sweeper and transport trailer for the Maintenance Division of the Public Works Department as part of the Capital Improvement Plan, Project 1319. The City of Newark would utilize the sub-compact sweeper for maintenance of the new Class IV separated bike lanes equipped K71 posts located on Cherry Street and Newark Boulevard.

Purchase of a Madvac LS175 sub-compact sweeper would help streamline debris removal for the newly installed bike lanes to ensure long-term usability and safety. By investing in a sub-compact sweeper, the City further demonstrates its commitment to the well-being and safety of its citizens and promotes the use of bicycles as a viable mode of transportation that will help carbon emissions and encourage environmental stewardship. Clean bike lanes will also enhance the overall appearance of the City, creating a more inviting environment and biking experience for residents and visitors.

DISCUSSION/ANALYSIS

City staff utilized cooperative purchasing through Sourcewell to identify the vendor for the sub-compact sweeper. The City's purchasing ordinance authorizes cooperating purchase as an alternative option to Newark's formal bidding process. This allows the City to save the cost and time associated with an additional formal bid process but also ensures competitive set prices established by another agency's formal bidding process. Sourcewell received bids for street sweepers and specialty sweepers with related equipment, accessories and supplies. RJMS Corporation dba Toyota Material Handling of Northern California was selected by Sourcewell through a competitive bidding process and was issued Contract No. 093021. RJMS Corporation dba Toyota Material Handling of Northern California was selected because it met the specifications issued by Sourcewell and submitted the lowest bid with the cost of the Madvac LS175 sub-compact sweeper set at $165,000. RJMS Corporation dba Toyota Material Handling of Northern California is the local distributor of Madvac LS175 sub-compact sweepers.

The sub-compact sweeper cost of $165,000 does not include a transport trailer and City logos which are estimated collectively not to exceed an additional $20,000. Those purchases are within the City Manager's authority and already budgeted. Thus, the total budget for the purchase of a new sub-compact sweeper, including the trailer and outfitting, is $185,000.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes sufficient funding in the Capital Improvement Plan for the purchase of a sub-compact sweeper from RJMS Corporation dba Toyota Material Handling of Northern California.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
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

Sub Compact Sweeper Resolution

Agreement - Sub-Compact Sweeper

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONTRACTUAL EQUIPMENT AND SERVICES AGREEMENT WITH RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF NORTHERN CALIFORNIA FOR THE PURCHASE OF A SUB-COMPACT SWEEPER

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan includes funding in Fiscal Year 2024 for the purchase of a sub-compact sweeper and a trailer through the City's Capital Improvement Plan for the Maintenance Division of the Public Works Department, Project 1319; and

WHEREAS, Sourcewell, a service cooperative that provides cooperative purchasing for governmental agencies, issued Contract No. 093021 for the MadVac LS175 sub-compact sweeper to RJMS Corporation dba Toyota Material Handling of Northern California; and

WHERAS, RJMS Corporation dba Toyota Material Handling of Northern California is the local distributor for this sub-compact sweeper; and

WHEREAS, the City of Newark is a participating agency with Sourcewell and can purchase a MadVac LS175 sub-compact sweeper at a cost of $165,000 from RJMS Corporation dba Toyota Material Handling of Northern California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to enter into an agreement, in a form approved by the City Attorney, for the purchase of a MadVac LS175 sub-compact sweeper from RJMS Corporation dba Toyota Material Handling of California in the amount not to exceed $165,000.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution.

CONTRACTUAL EQUIPMENT AND SERVICES AGREEMENT

SUB-COMPACT SWEEPER

This Service Agreement (hereinafter "Agreement") is made and entered into on , 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF NORTHERN CALIFORNIA**, a California Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: LS175 sub-compact sweeper 58.5 HP Tier4 HATZ Engine including heating and air-conditioning, rear-view camera with color monitor, gutter broom speed and down pressure in-cab control, audible engine warning system, and emergency stop button unit.

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, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. 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. Time is of the essence in the performance of Services under this Agreement and 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.

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.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Sixty-Three Thousand Three Hundred Twenty-One and No/100 Dollars ($163,321.00) 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.

B. 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 Agreement to the satisfaction of City.

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 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 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, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "C", 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 the same 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 agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. 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 sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately 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.

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 City's 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

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 required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with 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.

C. <u>Minimum Limits of Insurance</u>.

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. <u>Deductibles and Self-Insured Retentions</u>.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. <u>Claims Made Policies</u>.

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.

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. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. 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

3. 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 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. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of 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. <u>INDEMNIFICATION/SAVE HARMLESS</u>. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or 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 sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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 duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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 upon the date first hereinabove written and shall expire June 30, 2024.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice 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 **TONYA CONNOLLY** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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:

RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF N. CA	**CITY OF NEWARK**
STEVE BURNETT	TONYA CONNOLLY
Consultant	**Administrator**
Address: TMH of N. California Attn: Steve Burnett 6999 Southfront Road Livermore, CA 94551	City of Newark Attn: Tonya Connolly 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.

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

By _____
David J. Benoun, City of Newark

Date _____

RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF N. CA
a California corporation

By _____
Steve Burnett, Commercial Equipment Consultant

Date _____

Attest:

_____
Sheila Harrington, City Clerk

Date _____

Approved as to form:

_____
Kristopher J. Kokotaylo, City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following within 16 weeks of the date of receipt of the Purchase Order for the designated equipment:

	Qty:	Description			Extended Price
Base Model					
LS175		LS175 Sub-Compact Sweeper 58.5 HP Tier4 Hatz Engine Includes the following standard features: * Heating & air conditioning * Rear-view camera - color monitor * Gutter broom speed and down pressure in-cab control * Audible engine warning system * Emergency stop button * Fully street legal lighting package including SMV emblem	$ 140,535	1	$ 140,535
***Must order either Bag or Cartridge System, Cartridge preferred unless height is an issue**					
K202618		*Cartridge filtration system - overall machine height 88"	$ 2,598	1	$ 2,598
Available Options					
K200640		Pressure washer gun 1800 psi with 20' hose	$ 4,370	1	$ 4,370
K200636		Electric windshield defrost	$ 1,017	1	$ 1,017
K200637		Heated mirrors	$ 523	1	$ 523
K202506		Fire extinguisher 2.2 lb (1 kg. dry powder)	$ 187	1	$ 187
K200641		Tire flatproofing - liquid sealant (all wheels)	$ 523	1	$ 523
Extended Warranty Options					
WS175-3		Extended warranty coverage: 2 additional years (3-year / 3000 hours)	$ 7,975	1	$ 7,975
Sourcewell Spare Part pricing only with a machine order! Parts@exprolink.com for dealer Price quotes for non-Sourcewell part prices					
200775-ET		PRE FUEL FILTER (HATZ)	$ 180	2	$ 360
200776-ET		FUEL FILTER (HATZ)	$ 354	2	$ 707
MV200778		OIL FILTER (HATZ)	$ 58	2	$ 116
MV200779		AIR FILTER PRIMARY (HATZ)	$ 109	2	$ 217
MV200780		AIR FILTER SECONDARY (HATZ)	$ 87	2	$ 174
200003-ET		HYDRAULIC FILTRATION ELEMENT	$ 87	2	$ 174
200067-ET		BRUSH GB Poly (LS175) (2-half)	$ 130	3	$ 391
203157-UT		Skate Buse RH	$ 42	1	$ 42
203158-UT		Skate Buse LH	$ 42	1	$ 42
201668-DT		Rubber Flap Buse	$ 109	1	$ 109
203159-UT		Skate Buse Center	$ 92	1	$ 92
201228-DT		Plate Front Rubber Flap	$ 15	1	$ 15
MV11850		KEY, IGNITION, SPARE, Set of 2	$ 29	1	$ 29
MV201968		KEY, SIDE DOORS	$ 29	1	$ 29
LED Directional Strobe arrow at the back Unit, 2 LED Strobe Lights on Right and Left sides front and Back				$	2,595.00



Madvac®

Dealer Prep and Delivery	$	500.00
Freight:Sourcewell Membership		Included
TOTAL INVESTMENT (Before Tax):	$	163,321.00

EXHIBIT B

PAYMENT

Payment within 30 days of receipt of invoice after delivery of sub-compact sweeper model LS175.

EXHIBIT C

QUALIFICATIONS

RJMS Corporation DBA Toyota Material Handling of Northern California is family owned and founded in 1997 with locations currently in Livermore, Fresno, West Sacramento and Salinas. Toyota Material Handling is Northern and Central California's leading provider of material handling products including forklifts, aerial equipment, sweepers, and order pickers.

STAFF REPORT

Item D. 7.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Michael Carmen, Assistant Engineer
SUBJECT	Adopt a resolution accepting the work with American Asphalt Repair and Resurfacing Co., Inc. for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297

SUMMARY AND RECOMMENDATION

The City Council previously awarded a contract to American Asphalt Repair and Resurfacing Co., Inc. for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297. The scope of work included rehabilitating damaged park pathways, seal coating and patch paving other designated park pathways, rehabilitating outdoor basketball court surfaces and accessories, and upgrading designated curb ramps to comply with current ADA standards.

Staff recommends that the City Council, by resolution, accept the work with American Asphalt Repair and Resurfacing Co., Inc., authorize the filing of a Notice of Completion with the County Recorder of Alameda County, and authorize the release of bonds and retention for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297.

BACKGROUND

Pursuant to Resolution No. 11,473, adopted March 23, 2023, the City Council awarded a contract to American Asphalt Repair and Resurfacing Co., Inc. for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297. The overall project scope of work included rehabilitating damaged park pathways at Jerry Raber Ash Street Park, Birch Grove Park, and Lakeshore Park; rehabilitating outdoor basketball court surfaces and accessories at Jerry Raber Ash Street Park, Community Center Park, Birch Grove Park, and Byington Park; seal coating pathways at Civic Center Park and Lakeshore Park; patch paving pathways at Lakeshore Park; and upgrading curb ramps at Birch Grove Park to comply with current ADA standards.

DISCUSSION/ANALYSIS

Staff has reviewed and inspected the entire scope of work which has now been satisfactorily completed in accordance with the approved project plans and specifications and all applicable standards. Pursuant to the State of California Public Contract Code, formal acceptance of the work by the City Council is now recommended. Project photos are attached to this report.

FISCAL IMPACT

On March 23, 2023, the City Council awarded a contract in the amount of $365,649.00 to American Asphalt Repair and Resurfacing Co., Inc. Staff also recommended including a construction contingency in the amount of $34,351.00 which brought the recommended allocation for the project to $400,000.00.

The project was completed within original budget using Community Development Block Grant (CDBG) funding provided by the U.S. Department of Housing and Urban Development (HUD).

REVIEW AND APPROVAL

Prepared by – Michael Carmen, Assistant 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
Project Photos

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE WORK WITH AMERICAN ASPHALT REPAIR AND RESURFACING CO., INC. FOR FY 2021-2022 CITYWIDE PARK PATHWAYS RESURFACING FOR ADA ACCESS, PROJECT 1297

WHEREAS, the City of Newark entered into a contract with American Asphalt Repair and Resurfacing Co., Inc. pursuant to Resolution No. 11,473, adopted March 23, 2023, for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297 in the City of Newark; and

WHEREAS, American Asphalt Repair and Resurfacing Co., Inc. has successfully completed the improvements for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297 in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed to the satisfaction of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby accept the improvements for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the release of bonds guaranteeing completion of the work.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the filing of a Notice of Completion with the Office of the County Recorder of Alameda County, California.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City to issue payment including the release of a final retention payment to American Asphalt Repair and Resurfacing Co. for the completion of FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297, pursuant to the contract.



Figure 1: Jerry Raber Ash Street Park Basketball Court (Before)



Figure 2: Jerry Raber Ash Street Park Basketball Court After 2-Inch Grind and AC Overlay, Resurfacing, and Restriping



Figure 3: Jerry Raber Ash Street Park Softball Field (Before)



Figure 4: Jerry Raber Ash Street Park Softball Field After Construction of New 5-foot Wide Concrete Sidewalk That Now Connects Enterprise Drive and Elm Street



Figure 5: Existing Caltrans Case A Curb Ramp at Birch Grove Park (Before)



Figure 6: New Caltrans Case A Curb Ramp Reconstructed to Current ADA Standards



Figure 7: Basketball Court at Birch Grove Park (Before)



Figure 8: Basketball Cout at Birch Grove Park After Conform Grind, AC Overlay, Restriping, and Installation of New Basketball Hoops



Figure 9: Basketball Court at Byington Park (Before)



Figure 10: Basketball Cout at Byington Park After Resurfacing and Restriping



Figure 11: Lakeshore Park Pathway (Before)



Figure 12: Lakeshore Park Pathway After Patch Paving and Seal Coat Application



Figure 13: Lakeshore Park Parking Lot (Before)



Figure 14: Lakeshore Park Parking Lot After Seal Coat and Restriping



Figure 15: Community Center Park Basketball Court and Handball Wall (Before)



Figure 16: Community Center Park Basketball Court and Handball Wall After Conform Grinding and AC Overlay, Restriping, Installation of New Basketball Hoops, and Handball Wall Repainting



Figure 17: Community Center Park Handball Wall (Before)

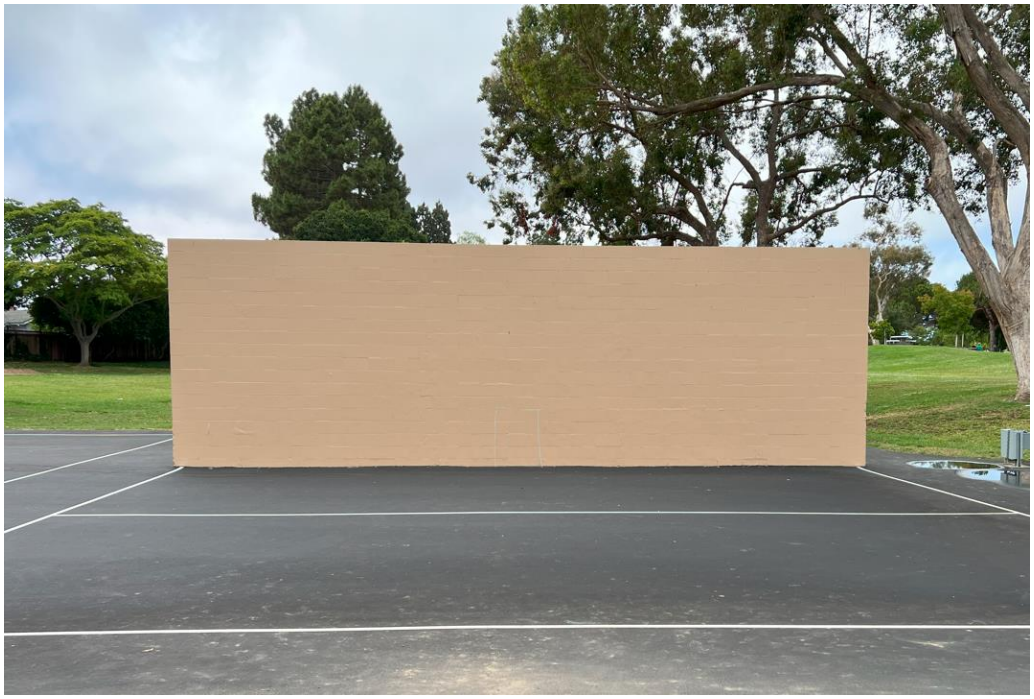


Figure 18: Community Center Park Handball Wall After Conform Grinding, AC Overlay, Restriping, and Handball Wall Repainting.

STAFF REPORT

Item D. 8.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	James Scanlin, Environmental Services Manager
SUBJECT	Adopt a resolution approving an agreement with Applied Landscape Materials, Inc. to apply composted mulch to landscaped areas in City parks and to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to reappropriate the remaining $44,813 of CalRecycle Local Assistance Grant funding to Fiscal Year 2024

SUMMARY AND RECOMMENDATION

Pursuant to SB 1383, the City is required to procure a significant quantity of compost or mulch annually. Under the proposed agreement with Applied Landscape Materials, Inc. (ALM), ALM will apply composted mulch to approximately six acres of landscaped areas in City parks. This project will enhance the landscaped areas in City parks and assist the City in meeting its requirements under SB 1383. This contract is funded through an existing grant with CalRecycle and Measure D funding.

Staff recommends that the City Council adopt a resolution approving an agreement with Applied Landscape Materials, Inc. to apply composted mulch to landscaped areas in City parks and to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to reappropriate the remaining $44,813 of CalRecycle Local Assistance Grant funding to Fiscal Year 2024.

BACKGROUND

The purpose of SB 1383 is to reduce the release of greenhouse gases from landfills by diverting organic material and using that material to create compost and composted mulch. SB 1383 requires the City to both increase the diversion of organic material from landfills and purchase significant quantities of compost or composted mulch. The purpose of the requirement is to create a market for the increased quantity of compost and mulch. This agreement with ALM will assist the City in meeting its procurement targets for both 2023 and 2024.

The application of mulch can provide numerous benefits. In addition to improving the aesthetics of the City's parks, the application of mulch conserves water by slowing evaporation, improves soil structure as it decomposes, and protects tree roots from extreme temperatures.

The City received a $69,886 Local Assistance Grant from CalRecycle in fiscal year 2023 for the purchase of a compost top spreader and SB 1383-compliant compost and composted much. $25,073 was used to purchase a compost top spreader. The remaining $44,813 would be allocated to help pay for this agreement. The remaining funds will come from the City's Measure D fund balance in the amount of $150,187.

DISCUSSION/ANALYSIS

Staff released an RFP for the aeration and topdressing with compost to turf and applying composted mulch to landscaped areas in City parks. There were no proposals for the aeration and topdressing with compost and only ALM submitted a proposal for the application of composted mulch. ALM is very well qualified to conduct this scope of work. ALM has an existing contract with the City to apply engineered wood fiber product to City playgrounds.

Approval of the contract will allow ALM to begin applying the composted mulch prior to the end of 2023. This will assist the City with meeting the SB 1383 procurement target for 2023. The remaining mulch will be applied in 2024, which will assist the City with meeting the 2024 procurement target.

FISCAL IMPACT

The remaining $44,813 of CalRecycle Local Assistance Grant funding (Fund 492), along with up to $150,187 of budgeted Measure D Funds (Fund 215) would be used for this contract.

Staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan to reappropriate the remaining $44,813 of CalRecycle Local Assistance Grant funding to Fiscal Year 2024.

REVIEW AND APPROVAL

Prepared by - James Scanlin, Environmental Services Manager
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

ALM Resolution

Contractual Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONTRACTUAL SERVICES AGREEMENT WITH APPLIED LANDSCAPE MATERIALS, INC. TO APPLY COMPOSTED MULCH TO LANDSCAPED AREAS IN CITY PARKS AND AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN TO REAPPROPRIRATE THE REMAINING $44,813 OF CALRECYCLE LOCAL ASSISTANCE GRANT FUNDING TO FISCAL YEAR 2024

WHEREAS, SB 1383 requires the City of Newark to procure a significant quantity of compost or composted mulch annually; and

WHEREAS, applying mulch to landscaped areas in City parks will assist the City in meeting its procurement requirements under SB1383 for 2023 and 2024; and

WHEREAS, applying mulch to landscaped areas in City parks will improve aesthetics, conserve water, suppress weeds, and protect trees from excessive heat; and

WHEREAS, the City released a request for proposals to apply mulch to landscaped areas in City parks, and Applied Landscape Materials, Inc. was the only firm to submit a proposal; and

WHEREAS, Applied Landscape Materials, Inc. is well qualified to provide the service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the Contractual Services Agreement with Applied Landscape Materials, Inc., in a form approved by the City Attorney, in an amount not to exceed $195,000 to apply SB 1383-Compliant composted mulch to landscaped areas in City parks.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves amending the 2022-2024 Biennial Budget and Capital Improvement Plan to reappropriate the remaining $44,813 of CalRecycle Local Assistance Grant funding to Fiscal Year 2024.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution.

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of , 20 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and Applied Landscape Materials, 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: **THE APPLICATION OF SB 1383-COMPLIANT COMPOSTED MULCH TO CITY PARKS**.

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, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. 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. Time is of the essence in the performance of Services under this Agreement and 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.

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.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Ninety-Five Thousand and No/100 Dollars ($195,000,000.00) 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.

B. 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 Agreement to the satisfaction of City.

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 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 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, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "C", 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 the same 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 agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. 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 sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately 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.

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 City's 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. PUBLIC WORKS REQUIREMENTS. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public

works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

13. PUBLIC WORKS CONTRACTOR REGISTRATION. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with 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.

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. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

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.

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. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. 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

3. 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 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. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of 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) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or 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 sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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 duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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 upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice 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 **ENVIRONMENTAL SERVICES MANAGER** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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:

	CITY OF NEWARK
APPLIED LANDSCAPE MATERIALS INC.	ENVIRONMENTAL SERVICES
Consultant	**Administrator**
Address: 4500 Pacific Street	City of Newark
Suite D	Attn: James Scanlin
Rocklin, CA	37101 Newark Boulevard
95677	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.

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

By _____
City of Newark

Date _____

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

APPLIED LANDSCAPE MATERIALS INC.

By _____
Consultant

Date _____

_____
Printed Name

EXHIBIT A

SCOPE OF SERVICES

Scope of Work:

Applied Landscape Materials, Inc (ALM) will procure, deliver and install SB1383 compliant mulch, utilizing our state-of-the-art mulch blower trucks, to an average depth of 3 inches in the locations and quantities listed below as requested by the city of Newark.

Birch Grove: 524 cubic yards

Bridgepoint: 161 cubic yards

Byington: 121 cubic yards

Civic Center: 726 cubic yards

Mayhews Landing: 968 cubic yards

Mulch may be applied to other areas at the direction of Maintenance staff.

ALM will also clean-up mulch over spray from walkways, streets and paths.

Prior to installation, ALM will submit a sample of SB1383 compliant mulch, along with certification, for the city to approve.

ALM will work with the city to identify priority areas and determine a schedule that meets the city's needs and expectations. ALM will provide a proposed schedule for application to the City at least 10 days prior to the start date and work with the Assistant Maintenance Superintendent to determine exact schedule of application.

Each blower truck crew installs 2-3 loads in a typical work day. This equates to 80-180 cubic yards of material based on the truck size required for access. To minimize impact to Newark residents, we propose running one crew and prioritize the locations based on city needs. This approach will provide time for at least 30% of the mulch installation to be completed prior to the end of 2023, pending material availability. If there is an instance that requires a more aggressive schedule, ALM has the resources to mobilize additional crews and will work with the city on any specific scheduling requirements.

EXHIBIT B

PAYMENT

Payment Schedule:

The prices listed below are inclusive of delivery, set-up time, staging and travel time to and from the job site. Prices are also based on a minimum of one full truck load (40-65 cubic yards).

SB1383 Compliant mulch per cubic yard: $27.00
Prevailing Wage Labor to Install per cubic yard: $29.00

Charge for distances greater than 275 feet from truck: For distances beyond 275 feet from where the truck can be parked, a fee of $300 per day will be added.

Suggestions to minimize distance from the truck are noted in Exhibit C Section **II**. ALM will work with the City to determine the most cost-effective, acceptable solution. Pricing does not include traffic control.

Applied Landscape Materials will invoice the city of Newark on a per-location basis, once installation at that location is completed. Invoices will specify the cost of the compost and the certification of the compost as SB 1383 Compliant.

ALM will provide photos of the installed areas, certification of the material installed along with the name, location and contact of the production facility,

No pre-payment or deposit is required.

Payment Terms are Net30 upon receipt of each invoice.

Remit Address:

Applied Landscape Materials, Inc.

4500 Pacific St. Suite O

Rocklin, CA 95677

EXHIBIT C

QUALIFICATIONS

B. I: Staffing / Team Experience / Equipment:

ALM employs a dedicated crew of Installation Specialists who range in years of experience from 1 to 17 years, we do not utilize subcontractors. Our Installation Specialists are trained in Quality and Customer Service as well as Time Management. Our team is cross-trained in all aspects of the bark installation process as well as working with multiple team members. This provides a level of service and culture that is unmatched in the industry.

ALM owns and operates a fleet of eleven state-of-the-art mulch blowing trucks of varying sizes which provides us the ability to access areas that aren't suitable for a tractor trailer and are powerful enough to extend the installation area as far as 500 feet from the truck location.

While based in the Sacramento area, ALM has a satellite location in the Sunol / Pleasanton area and has been servicing the south and east bay as well as the peninsula since 2017. This location is equipped with both large and small blower trucks which allows for the capability to perform large and small projects as well as projects with difficult access. Our team members in the Sacramento area often assist and are readily available if a particular project or schedule requires additional resources.

C. II: Understanding of Requested Service:

ALM is the largest bark installation company in northern California. In the past 12 months, we have supplied and installed more than 100,000 cubic yards of landscape bark, mulch and playground surface material. Installation projects range from 30-yard residential landscapes to 3000-yard streetscape projects.

In 2022, prior to the procurement requirements for SB1383 which began earlier this year, we worked with CalRecycle, certified material generators and municipalities to understand the regulations, manufacturing and needs of all parties involved. In 2023 we have been actively procuring and installing SB1383 compliant material throughout the Sacramento region. We work with SB1383 compliant facilities throughout northern California to find the best solution for our customers based on the project location.

Our team has personally inspected each location in the RFP that is designated to receive SB1383 mulch. Below is our assessment of the access and installation plan:

- Birch Grove: Parking lot access good. Long pull area 1000ft can access 300ft from street rest would have to run small truck on walk path if customer approves.
- Bridgepointe: Access good.

- Byington: Access good.
- Civic Center: Access good will have to back big truck in by train tracks, 400ft pull.
- Mayhews Landing: Access good 500ft pull. If approved by customer, possibly run small truck on trail for what can't be reached.

Our approach to projects of this scale is to stage material at our yard. This is the most cost effective and minimally invasive process so as not to disturb the residents in Newark. There is no need to take up valuable street, parking or park space for piles of material or large material loaders for days at a time. This method will also require the absolute minimum of clean-up and disruption to those residents enjoying the park space during the installation process.

D. III: Experience Providing Similar Services:

Applied Landscape Materials, Inc. (ALM) has been in the business of providing natural and recycled wood mulch materials in the greater Sacramento area for 17 years. During that time, we have installed more than 1.3 million cubic yards of landscape bark, mulch and playground surface material using our state-of-the-art blower trucks and trailers. That is enough material to cover 1 square acre 80 stories tall. No other service provider in northern California comes close to our throughput and experience.

We work with a cross-section of customers: municipalities, school districts, landscape contractors, property managers and home owners. Project sizes vary from 30 to several thousand cubic yards. We have the resources to install as much as 1,200 cubic yards of material per day.

IV: References:

Elk Grove CSD:

- Installed over 15,000 cubic yards of Engineered Wood Fiber and Decorative Mulch in playgrounds, parks and streetscapes.
- Submitted detailed traffic plan and managed traffic control as needed.
- Hal Smith: 916-869-3515 ; HalSmith@cosumnescsd.gov

City of Rocklin:

- Installed over 12,000 cubic yards of Decorative Mulch in park landscapes and playgrounds as required.
- Shawn Darling: 916-625-5282 ; shawn.darling@rocklin.ca.us

City of San Jose:

- Installed over 10,000 cubic yards of Engineered Wood Fiber in park playgrounds as required.
- Joshua Saavedra: 408-829-8766 ; Joshua.Saavedra@sanjoseca.gov

E. V: Resumes:

- **Brendan Immers, Owner:** Mr. Immers started ALM in the city of Rocklin in 2006 out of a pick-up truck with a tow behind, 5-yard blower unit. Since then, Mr. Immers and his team have grown ALM into a fleet of eleven state-of-the-art mulch blowing trucks operating all over northern California. In the last 12 months, ALM has supplied and installed enough mulch to cover a football field nine stories tall. Mr. Immers oversees the entire organization and has put in place an expert management team responsible for each business unit.

- **Aaron Pombo, Field Operations Manager:** Mr. Pombo joined ALM in 2011 as an Installation Specialist. Mr. Pombo earned his Class A license in 2013 and has worked his way up to Project Lead in 2015. In early 2022 Mr. Pombo was promoted to manager of field operations. In this role, Mr. Pombo oversees the entire fleet of 11 blower trucks and crew, as many as 25 team members. Mr. Pombo works closely with our inside sales, finance and scheduling team members to make sure information is communicated across all business units. Mr. Pombo also works closely with our on-staff mechanic to assure all equipment and vehicles are operating at peak performance.

- **Taylor Gragg, Bay Area Crew Lead:** Mr. Gragg has been with ALM since mid-2018. Mr. Gragg began as a mulch installation specialist. Mr. Gragg aspired to be a mulch operator and took the initiative to earn his Class A drivers license in the fall of 2021. At that time, Mr. Gragg was promoted to operator / driver and responsible for running his own team to perform mulch installation services utilizing our blower trucks. At the beginning of 2023, Mr. Gragg again showed initiative and requested to run our operations in the Bay Area. In the past 9 months, Mr. Gragg has demonstrated his ability to perform, manage and operate this division efficiently and with superior performance and customer service.

F. VI: Schedule:

Each blower truck crew typically runs two loads in a normal 8 hour work day. This equates to 80-120 cubic yards of material depending on the truck size required for access. To minimize impact to Newark residents, we would propose running one crew and prioritize the locations based on city needs. This approach will provide time for the mulch installation to be completed prior to the end of 2023, pending material availability. If there is an instance that requires a more aggressive schedule, ALM has the resources to work with the city on any specific scheduling request.

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3331575.1

STAFF REPORT
Item D. 9.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution approving a lease agreement with Viola Blythe Community Service Center of Newark, Inc.

SUMMARY AND RECOMMENDATION

Viola Blythe Community Service Center of Newark, Inc. (Viola Blythe) is a nonprofit organization dedicated to promoting, supporting, and advocating for social and human services for individuals in need. Viola Blythe wishes to enter into a new three-year lease agreement for the continued use of Jerry Raber Ash Street Park Building No. 1 located at 37365 Ash Street. The City prepared a new lease agreement that is acceptable to Viola Blythe.

Staff recommends that the City Council approve the lease agreement with Viola Blythe.

BACKGROUND

Since 1989, the City of Newark has leased Building No. 1 of Jerry Raber Ash Street Park, located at 37365 Ash Street, to Viola Blythe. Viola Blythe is a nonprofit organization dedicated to promoting, supporting, and advocating for social and human services for individuals in need. The center provides a range of programs, including emergency food and clothing distribution, referrals to other agencies, and specialized programs that address specific community needs.

The prior lease agreement for the use of the Jerry Raber Ash Street Park Building No. 1 by Viola Blythe has expired. The City and Viola Blythe now seek to enter into a new three-year lease agreement.

DISCUSSION/ANALYSIS

The proposed lease agreement would begin on November 15, 2023, and expire on November 15, 2026. Under the terms of the agreement, Viola Blythe would lease Building No. 1 of the Jerry Raber Ash Street Park for a rental fee of $1 per year for the three-year lease period. This lease is appropriate as Viola Blythe provides a public purpose including emergency food and clothing distribution, referrals to other agencies, and specialized programs that address specific community needs. The lease agreement has been updated to include a number of appropriate provisions and includes modifications for an increase from a maximum of $110 per month to a

maximum of $150 per month for Viola Blythe's share of electrical utility costs. Viola Blythe has agreed to the proposed lease agreement.

FISCAL IMPACT

There is no fiscal impact associated with this action. Utility and maintenance costs associated with operation of the Viola Blythe Community Service Center are included in the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024. Funding for future utility and maintenance needs would be proposed with the next Biennial Budget and Capital Improvement Plan process. The current average annual cost to the City to maintain this facility is approximately $12,000.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
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

Viola Blythe Resolution
Viola Blythe Lease

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A LEASE AGREEMENT WITH VIOLA BLYTHE COMMUNITY SERVICE CENTER OF NEWARK, INC. FOR THE JERRY RABER ASH STREET PARK BUILDING NO. 1 LOCATED AT 37365 ASH STREET TO PROVIDE A VARIETY OF COMMUNITY PROGRAMS

WHEREAS, the current lease agreement for the Viola Blythe Community Service Center of Newark ("Viola Blythe") for use of the Jerry Raber Ash Street Park Building located at 37365 Ash Street (the "Premises") has expired; and

WHEREAS, the City has leased the Premises to Viola Blythe since 1989; and

WHEREAS, Viola Blythe promotes, supports and advocates for social and human services to any person who is in immediate need. This mission is accomplished by a variety of programs, including emergency food and clothing distribution, referrals to other agencies, special programs that address current community needs and holiday programs; and

WHEREAS, the City Council desires to approve a lease agreement with Viola Blythe for the Jerry Raber Ash Street Park Building No. 1 located at 37365 Ash Street, Newark, for a three-year period from November 15, 2023 through November 15, 2026, for a rental fee of $1 per year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark approves a lease agreement with Viola Blythe to provide a variety of community programs at the Jerry Raber Ash Street Park Building No. 1 located at 37365 Ash Street, Newark (the "Agreement").

BE IT FURTHER RESOLVED that the City Manager is authorized to take any actions necessary to effectuate the intent of this Resolution and execute the Agreement, including any necessary modifications, in a form approved by the City Attorney.

(dbr1)

LEASE AGREEMENT

THIS LEASE AGREEMENT made an entered into this 1st day of _____, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation, hereinafter referred to as "City" or "Lessor", and the VIOLA BLYTHE COMMUNITY SERVICE CENTER OF NEWARK, Inc., a California not for profit Corporation, hereinafter referred to as Lessee (this "Agreement").

RECITALS

A. Lessor is the owner in fee title to real property known as Alameda County Assessor's Parcel Number: 092-0148-014-01, located at 37365 Ash Street, Newark, California (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Lessee currently occupies a portion of the Property, located at 37365 Ash Street, Building No. 1, Newark, California (the "**Premises**") as more particularly described in Exhibit B attached hereto and incorporated herein by this reference.

C. Lessee promotes, supports and advocates for social and human services to any person who is in immediate need. This mission is accomplished by a variety of programs, including emergency food and clothing distribution, referrals to other agencies, special programs that address current community needs and holiday programs at Thanksgiving and Christmas (the "Services").

D. Lessee desires to lease the Premises from the City and the City desires to lease the Premises to the Lessee subject to the terms and conditions of this Agreement.

E. The City has determined that the execution of this Agreement is in the best interests of the health and welfare of the citizens of the Newark and it is a benefit to the residents of Newark to have the Lessee provide the Services at the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee hereby agree as of the Effective Date as follows.

1. INCORPORATION OF RECITALS

The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

2. CREATION OF LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises for the Term, as defined in section 3, subject to the terms and conditions and for the purposes set forth in this Agreement. The Lessee will lease the Premises in its "AS IS" condition as such condition exists as of the Commencements Date.

3. TERMS

The term of this Agreement (the "**Term**") shall commence on November 15, 2023 (the "**Commencement Date**"), and unless terminated earlier pursuant to the provisions hereof, shall expire on the 3rd anniversary of the Commencement Date (the "**Expiration Date**"). The expiration of the Term or the sooner termination of this Agreement shall be referred to as "**Lease**

Termination." Lessor or Lessee may obtain Lease Termination prior to the Expiration Date upon 60 days written request.

4. RENT

The rent is One Dollar ($1.00) ("**Rent**") per year payable on the Commencement Date and annually on the anniversary of the Commencement Date.

5. TAXES ASSESSMENTS AND OTHER CHARGES

Throughout the Term, the Lessess shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof, or (b) any use or occupancy of the Premises or part thereof. All of the foregoing are hereinafter referred to as "**Impositions**."

Upon request by the Landlord, the Tenant shall furnish, in form satisfactory to the Landlord, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

6. USE

The premises are hereby leased to the Lessee for the purpose of providing a Community Service Center to provide the Services. Agreement to this use in this Agreement shall not be deemed a waiver of compliance with any ordinance of the City of Newark now in force or hereafter enforced.

The Lessor reserves the right to locate and construct its own utilities and to grant nonexclusive easements across the Property for utility and other purposes including the installation, maintenance, repair and replacement of utilities; provided that the exercise of such rights do not unreasonably interfere with the Lessee's use of the Premises for the purposes set forth herein.

7. MAINTENANCE; DAMAGE AND DESTRUCTION

Except as otherwise provided in this Agreement, Lessor shall maintain the Premises including all landscaping and improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. Lessee shall notify Lessor of any conditions on the Premises that require maintenance.

In the event of any damage to or destruction of the Premises during the Term, except for damage caused by ordinary wear and tear, the Lessee shall elect by written notice delivered to Lessor within thirty (30) days following the date of the occurrence of the damage to either remove the Improvements or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any applicable law. If the Lessee elects to restore the Premises, the Lessee shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the

date of occurrence of the damage or the date upon which insurance proceeds are made available for such work.

8. NO REPRESENTATIONS AND LESSEE'S COVENANTS

The Lessee acknowledges that except as expressly set forth herein, the Lessor makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the Lessee's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the Lessee or the Lessor hereunder. The Lessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Premises. The Lessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Lessee deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Premises in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Lessee further acknowledges that the Lessor has made available all data and information on the Property available to the Lessor, but without warranty or representation by the Lessor as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

The Lessee hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Lessee shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws (as defined on Exhibit A, attached hereto).

(b) The Lessee shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials (as defined on Exhibit C, attached hereto) nor shall the Lessee permit the presence or release of Hazardous Materials in, on, under, about or from the Premises.

9. WASTE, QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant.

10. ALTERATIONS, MECHANICS' LIENS

Lessee shall not make or suffer to be made, any alterations of the Premises ("**Improvements**"), or any part thereof without the written consent of Lessor, any additions to, or alterations of, the Premises, except movable furniture and trade fixtures, shall become at once a part of the Premises and belong to Lessor. Lessee shall keep the Premises and the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

Lessee further grants Lessor to the right to inspect the Premises to assure compliance with the provisions of this Section and all other provisions of this Agreement.

11. UTILITIES

a. Lessee shall obtain and pay for all telephone service and shall pay the City of Newark 25% of the City's total Ash Street Park electrical bills not to exceed $150 per month. Payment shall be made by Lessee on the following dates after receipt of invoices from the City of Newark:

January 31, 2024, for electric services for the months of November 2023 through December 2023,

July 31, 2024, for electric services for the months of January 2024 through June 2024,

and every six months thereafter through the lease period.

b. Lessor shall provide water service at no additional charge to Lessee.

12. JANITORIAL

Lessee shall, at its own cost, provide janitorial services as needed to keep the interior of the premises in good and sanitary order.

13. ACCEPTANCE OF PREMISES AS IS, SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, Act of God or by the elements accepted, and to remove all of Lessee's signs from the premises.

14. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expenses, comply with all the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all applicable Municipal ordinances, local law, and State and Federal statues now in force or which may hereafter be in force. The judgement of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee.

No narcotics or drugs as defined by the Health and Safety Code as being illegal, an no alcoholic beverages of any kind, shall be permitted on the premises.

Lessee shall not use the premises in any manner which constitutes a public or private nuisance by the statute or common law.

Lessee further grants the Police Department the right to inspect the premises and surrounding areas at any time to assure compliance with law.

15. INDEMNIFICATION; NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS

The Lessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the Lessor, its officers, officials, employees, agents and volunteers ("**Indemnitees**") harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the

following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Lessee on the Premises, (iv) any breach by the Lessee in the performance of any covenant or agreement to be performed by the Lessee pursuant to the terms of this Agreement, (v) any negligence of the Lessee, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Lessee or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the Lessor by reason of any such Claim, the Lessee, upon notice from the Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Lessor. If an insurer under insurance required to be maintained by the Lessee hereunder shall undertake to defend the Lessor under a reservation of rights with respect to ultimate coverage and the Lessor shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Lessee shall pay the reasonable fees of such counsel. The obligations of the Lessee under this Section shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

16. INSURANCE

Lessee shall acquire and maintain Workers' Compensation, employer's liability, and commercial general liability insurance coverage relating to the activities of Lessee, its agents, representatives, or employees in, on, upon, or relating to the Premises.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the occupancy of the premises.

Minimum Scope of Insurance

Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage (occurrence Form CG00 01).
Worker's Compensation insurance as required by the State of California, including Employer's Liability Coverage.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability (GCL): (including operations, products and completed operations, as applicable.)	**$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Employer's Liability:** **$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers' or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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.

Verification of Coverage

Lessee shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to requirement complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Other Insurance Provisions

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

Additional Insureds. The City, it officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Lessee.

Primary Insurance. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not be contribute with it.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be canceled by either party, except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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 Civil Code.

Qualifications. All insurance companies providing coverage to Lessee 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.

Waiver of Subrogation. With respect to Workers' Compensation, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed on the premises by Lessee.

17. ASSIGNMENT OR SUBLETTING

The Lessee shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the Lessor's prior written consent. No voluntary or involuntary assignee, subtenant, or successor in interest of the Lessee shall acquire any rights or powers under this Agreement absent such consent.

Nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the Lessor to sell, transfer, assign or convey all or any portion of the right, title and estate of the Lessor in the Property and in this Agreement. At such time as the Lessor shall sell, transfer, assign or convey the entire right, title and estate of the Lessor in the Property and in this Agreement, all obligations and liability on the part of the Lessor arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the Lessor, and thereupon all such liabilities and obligations shall be binding upon the transferee.

18. NO THIRD-PARTY BENEFICIARIES; DISCLAIMER OF PARTNERSHIP

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Lessor does not as a result of this Agreement in any way nor for any purpose become a partner of the Lessee or a joint venturer with the Lessee in the conduct of the Lessee's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the Lessor and the Lessee.

19. 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 to:

Lessor:

City Manager	and	City Attorney
City of Newark		City of Newark
37101 Newark Boulevard		37101 Newark Boulevard
Newark, CA 94560		Newark, CA 94560

Lessee:
President of the Board
Viola Blythe Community Service Center of Newark, Inc.
37365 Ash Street, Building #1
Newark, CA 94560

20. HOLDING OVER

Any holding over after the expiration of the term or notice of termination shall be at a monthly rental of $1.00 and shall otherwise be on the terms and conditions herein specified, so far as applicable.

21. GOVERNING LAW; ATTORNEY'S FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Alameda County, California.

If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

22. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

The Lessee herein covenants by and for the himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this Agreement is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

The Lessee, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq*., California Government Code Section 4450, *et seq*., California Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, California Civil Code Section 51, *et seq*. pertaining to the use, operation, and management of the Premises and all City ordinances and regulations relating to the conduct of construction, including without limitation, all City ordinances and regulations relating to noise and maintenance of the Premises.

The Lessee shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law. The Lessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law.

23. WAIVER; AMENDMENTS

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance

of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

This Agreement shall be amended only by written agreement of the parties hereto.

24. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Parties relative to the Premises and this Agreement and may be altered only by an instrument in writing signed by the Parties. The Parties agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

25. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of the lease shall be valid and be enforceable to the fullest extent permitted by law.

26. HEADINGS

The headings used in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VIOLA BLYTHE COMMUNITY SERVICE CENTER OF NEWARK, INC

By_____
Debra Rodriguez, Executive Director

CITY OF NEWARK

By_____
David J. Benoun, City Manager

Attest_____
Sheila Harrington, City Clerk

Approved as to form:

_____
Kristopher J. Kokotaylo, City Attorney

Exhibit A

PROPERTY

That Real Property located at 37365 Ash Street, Newark, California.

(Assessor's Parcel No. 092-0148-014-01)

Exhibit B

THE PREMISES



Exhibit C

DEFINITIONS

Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, Landlord or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the definition of Hazardous Materials, as any of the foregoing may be amended from time to time.

STAFF REPORT

Item D. 10.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Esther Jung, Associate Civil Engineer
SUBJECT	Adopt a resolution approving an amendment to the Contractual Services Agreement with Cal West Lighting & Signal Maintenance for additional traffic signal and street light maintenance services

SUMMARY AND RECOMMENDATION

The City previously awarded an on-call contractual services agreements to Cal West Lighting & Signal Maintenance (Cal West) and another consultant, Bear Electrical Solutions, Inc. (Bear Electrical), for traffic signal and street light maintenance services. The volume of required traffic signal and street light maintenance has remained high and steady over the past year. Staff amended the agreement with Cal West to extend the duration of the agreement while the agreement with Bear Electrical has expired. To continue meeting the growing need for this vital service, an amendment to the agreement with Cal West is required to increase their annual not-to-exceed amount to provide for the additional service.

Staff recommends amending the Contractual Services Agreement with Cal West to increase the not-to-exceed amount for Fiscal Year 2024 from $100,000 to $250,000.

BACKGROUND

In June 2020, the City Council awarded on-call contractual services agreements to Bear Electrical and Cal West for a two-year term to provide traffic signal and street light maintenance services. Each agreement had an annual not-to-exceed amount of $100,000, based on the Public Works Maintenance Division's Operating Budget for Equipment Repair and Maintenance.

In June 2022, pursuant to the terms of the Agreements, the City extended the Agreements with both Bear Electrical and Cal West for an additional one-year term through June 30, 2023, each with a not-to-exceed amount of $100,000. These not-to-exceed amounts were again based on Public Works Maintenance Division's Operating Budget for Equipment Repair and Maintenance in the 2022-2024 Biennial Budget for Fiscal Year 2023.

In May 2023, the City Council approved Amendment No. 1 to the agreements with Bear Electrical to increase their not-to-exceed amount for Fiscal Year 2023 to $107,072 and

with Cal West to increase the not-to-exceed amount for Fiscal Year 2023 to $220,350. The new not-to-exceed amount for Fiscal Year 2023 for Cal West included $50,424 for the installation of 88 street name signs at the City's signalized intersections as part of the second and final phase of Citywide Traffic Signal Street Name Signs, Project 1201.

In July 2023, the City elected to allow the City's agreement with Bear Electrical to expire and extended the agreement with Cal West. Cal West's agreement will be in effect for an additional one-year term through June 30, 2024, with a current not-to-exceed amount of $100,000.

DISCUSSION/ANALYSIS

The demand for traffic signal and street light maintenance remains consistently high. This situation necessitates continued and reliable maintenance services to ensure public safety and functionality.

With the conclusion of the agreement with Bear Electrical Solutions, Cal West is now responsible for providing all traffic signal and street light maintenance services while utilizing only half of the Public Works Department's Operating Budget for Equipment Repair and Maintenance. This presents a challenge in maintaining the high standards of service required to meet the City's needs.

Furthermore, Cal West's work on the second phase of Citywide Traffic Signal Street Name Signs, Project 1201, approved for Fiscal Year 2023 under Amendment No. 1 to Cal West's agreement faced delays due to scheduling issues with contractors and was ultimately completed in Fiscal Year 2024.

To address these changes, staff recommends adding the annual not-to-exceed amount of $100,000 from Bear Electrical's previous agreement to the not-to-exceed amount of Cal West's agreement in addition to the approved Fiscal Year 2023 budget of $50,000 for the second phase of Citywide Traffic Signal Street Name Signs, Project 1201. This adjustment would provide the budget necessary to amend the agreement with Cal West to increase the not-to-exceed amount for Fiscal Year 2024 from $100,000 to $250,000.

FISCAL IMPACT

Public Works Maintenance Division's Operating Budget for Equipment Repair and Maintenance (Fund 140) has sufficient funds to support an additional $100,000 of annual traffic signal and streetlight maintenance services for Cal West's agreement, for a total amount of $200,000. The remaining $50,000 increase to Cal West's agreement will be funded from a previously approved Capital Improvement Plan project, Citywide Traffic Signal Street Name Signs, Project 1201. No budget amendments are necessary for Amendment No. 2 to the Contractual Services Agreement with Cal West.

REVIEW AND APPROVAL

Prepared by - Esther Jung, Associate 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

Cal West Resolution
Amendment No. 2 Cal West
Resoluton No. 11504
Contractual Services Agreement - Cal West
Amendment No. 1 Cal West

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT WITH CAL WEST LIGHTING & SIGNAL MAINTENANCE FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Cal West Lighting & Signal Maintenance for on-call traffic signal and street light maintenance services; and

WHEREAS, pursuant to Section 18 of the Agreements entitled, "Term/Termination" the City elected to extend the Agreement with Cal West Lighting & Signal Maintenance for an additional one (1) year term from July 1, 2023 through June 30, 2024, with a not-to-exceed amount of $100,000; and

WHEREAS, staff has identified a need to amend the Contractual Services Agreement to increase the not-to-exceed amount.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves Amendment No. 2 to the Contractual Services Agreements with Cal West Lighting & Signal Maintenance to increase the not-to-exceed amount of the Contractual Services Agreement for Fiscal Year 2024 to Two Hundred Fifty Thousand Dollars ($250,000.00).

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the above Contractual Services Agreement amendment, in a form approved by the City Attorney.

SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.

This Second Amendment to the Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Cal-West Lighting & Signal Maintenance, Inc., a California corporation ("Consultant") (sometimes referred to as "Parties") dated June 25, 2020 (the "Agreement"), is entered into as of November 9, 2023 for the provision of on-call traffic signal and street light maintenance services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform on-call traffic signal and street light maintenance services; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, on March 16, 2023, the Parities executed Amendment No. 1 to the Agreement to increase the "Not to Exceed" compensation amount per fiscal year to Two Hundred Twenty Thousand Three Hundred Fifty Dollars ($220,350.00) per fiscal year; and

WHEREAS, the Agreement is for two fiscal year terms and the City has an option to extend the Agreement for two additional fiscal years; and

WHEREAS, on June 28, 2023 per the terms of the Agreement, the City elected to extend the Agreement for an additional one (1) year with a not-to-exceed amount of One Hundred Thousand Dollars ($100,000.00) per fiscal year; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount during certain fiscal years; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not-to-exceed compensation for fiscal year 23-24 by $150,000 for a total not-to-exceed amount of $250,000.

2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

CITY OF NEWARK

_____
David J. Benoun
City Manager

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.

By: _____

_____
Printed Name

Dated: _____

RESOLUTION NO. 11504

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENTS WITH BEAR ELECTRICAL SOLUTIONS, INC. AND CAL WEST LIGHTING & SIGNAL MAINTENANCE FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES

WHEREAS, the City of Newark awarded Contractual Services Agreements to Bear Electrical Solutions Inc. and Cal West Lighting & Signal Maintenance for on-call traffic signal and street light maintenance services; and

WHEREAS, pursuant to Section 18 of the Agreements entitled, "Term/Termination" the City elected to extend each Agreement for an additional one (1) year term from July 1, 2022 through June 30, 2023, each with a not-to-exceed amount of $100,000; and

WHEREAS, staff has identified a need to amend the Contractual Services Agreement to increase the not-to exceed amount.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 1 to the Contractual Services Agreements with Bear Electrical Solutions Inc. to increase the not-to-exceed amount of the Contractual Services Agreement for Fiscal Year 2023 to one hundred seven thousand seventy-two dollars ($107,072) and to increase the not-to-exceed amount of the Contractual Services Agreement for Fiscal Year 2021 to one hundred thirteen thousand six hundred forty-five and 83/100 ($113,645.83) as previously budgeted.

BE IT FURTHER RESOLVED that the City Council does hereby approve Amendment No. 1 to the Contractual Services Agreements with Cal West Lighting & Signal Maintenance to increase the not-to-exceed amount of the Contractual Services Agreement for Fiscal Year 2023 to two hundred twenty thousand three hundred fifty dollars ($220,350) and to increase in the not-to-exceed amount of the Contractual Services Agreement to one hundred forty-three thousand eight hundred twenty-nine and 51/100 dollars ($143,829.51) for Fiscal Year 2021 as previously budgeted.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the above Contractual Services Agreement amendments, on file with the City Clerk, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council does hereby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for the fiscal year 2023 as follows:

To:	140.60.064.612.6261	$75,000.00
From:	140.3000	$75,000.00

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 25, 2023, by Vice Mayor Collazo who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Bucci, Freitas, Jorgens, Vice Mayor Collazo and Mayor Hannon
NOES:	None
ABSENT:	None
SECONDED:	Council Member Freitas

APPROVED:

s/MICHAEL K. HANNON
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

C20041
R11089

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 25th day of June, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.**, a California Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: on-call traffic signal and street light maintenance services.

WHEREAS, in response to City's request, Consultant submitted a Statement of Qualifications (hereinafter "SOQ"), a copy of which is on file at the office of the City Engineer 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 at the rates as set forth in Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in the SOQ , City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** 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.** Time is of the essence in the performance of Services under this Agreement and 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.**

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.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) per fiscal year (July 1st – June 30th) 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.

B. **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 Agreement to the satisfaction of City.

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 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 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, identified in the SOQ. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in the SOQ, 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 the same 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 agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. 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 sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately 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.

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 City's 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. **PUBLIC WORKS REQUIREMENTS.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit C.

13. **PUBLIC WORKS CONTRACTOR REGISTRATION.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with 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.

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. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

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.

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. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. 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

3. 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 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. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of 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) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or 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 sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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 duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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 upon the date first hereinabove written and shall expire on June 30, 2022. At the end of the term, the City may renew this Agreement for two on-year terms as authorized by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice 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 Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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:

CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.	**CITY OF NEWARK**
CRAIG GEIS	PUBLIC WORKS DIRECTOR
PRESIDENT	**Administrator**
Address: Cal-West Lighting & Signal Maintenance 530 N. Marburg Way San Jose, CA 95133	City of Newark Attn: Public Works Director 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.

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

By _____
City of Newark

Date 7-7-20

Attest:

_____
City Clerk

Date 7/7/2020

Approved as to form:

_____
City Attorney

Date 7/7/2020

CAL-WEST LIGHTING &
SIGNAL MAINTENANCE, INC.
a California corporation

By _____
Consultant

Date June 24, 2020

Craig H. Geis Jr.
Printed Name

EXHIBIT A

SCOPE OF SERVICES

Consultant services shall include, but not be limited to the following tasks:

- **Preventative and Routine Maintenance:** Periodic inspection, testing, record keeping, cleaning, repair and replacement of all traffic signal equipment in order to prevent or reduce the occurrence of potential malfunctions and extend the useful life of the equipment. Preventative and routine maintenance of the City's traffic signal systems shall include, but may not be limited to, the following:

  Preventative Service of Traffic Signals

  - Clean all signal lenses and Emergency Vehicle Pre-Emption (EVP) units
  - Strobe test EVP system with an emitter for all approaches
  - Check all vehicular detector units for tuning and operation
  - Check all pedestrian push buttons for functional operation
  - Test battery back-up system
  - Check cabinet ventilation fan for thermal control and operation
  - Vacuum cabinet and replace filter

- **Responsive Maintenance & Emergency Repair:** Responsive maintenance and emergency repairs to damaged or malfunctioning equipment shall be performed by the selected firm(s) at the direction of the Engineer and shall constitute work made necessary due to damage due to collision, Acts of Nature, malicious mischief or replacement of obsolete or malfunctioning equipment.

  Responsive Maintenance

  - Traffic signal and street light repairs may be provided at the City's request or in response to a condition noted by the Contractor, with authorization from the City
  - Vehicle and pedestrian signal indications to be re-lamped on an as-needed bases rather than all at once. Location list to be provided by the City
  - Street lights and safety lighting at traffic signals to be re-lamped as burnouts occur, when spotted by the Contractor and confirmed by the City, or when reported to the Contractor by the City

  Emergency Repair

  - 24-hour callout service for pole knockdowns, accident damage or other situations that may create a safety concern.
  - Accident damage repair includes cleanup of equipment debris, erection of barricades or signs, hookup of a temporary signal controller, temporary poles and signals if necessary, traffic control, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the traveling public
  - Replacement of burned-out signal indications shall be performed immediately when requested by the City

EXHIBIT B

RATE SCHEDULE

F. RATE SCHEDULE:

Hourly labor and equipment rates for various personnel, equipment, vehicles:

General Service Ladder Truck and Man	(1-3 day response)	*$150.00 per hour*
General Service Ladder Truck and Man	(4 hours response)	*$150.00 per hour*
Crane & Man Pole Knockdown Service	(1-3 day response)	*$150.00 per hour*
Crane & Man Pole Knockdown Service	(4 hours response)	*$150.00 per hour*
Second Man for Knockdown Service		*$150.00 per hour*

Hourly labor and equipment rates for various personnel, equipment, vehicles (overtime):

General Service Ladder Truck and Man	(4 hours response)	*$220.00 per hour*
Crane & Man Pole Knockdown Service	(4 hours response)	*$220.00 per hour*
Second Man for Knockdown Service		*$220.00 per hour*

Repair Parts (each):

70 watt HPSV	*$13.00 each*	100 watt HPSV	*$13.00 each*
150 watt HPSV	*$13.00 each*	200 watt HPSV	*$15.00 each*
250 watt HPSV	*$15.00 each*	Photocell	*$8.00*
Ignitor	*$25.00*	Starter	*$25.00*

Traffic Signal Preventative Maintenance (per intersection)

1. Routine Traffic Signal Maintenance rates are set under the assumption of Routine services being performed within one (1) hour or less per-intersection.

2. **Traffic Signals & Signalized Intersections:** Routine Maintenance of Traffic Signals and Signalized Intersections shall cost the rate of *Seventy dollars ($70.00)* per-intersection per-monthly inspection.

Material Rates

MATERIALS: All material rates shall be set at invoice cost plus an overhead mark-up of: **10%**

Labor and Equipment Billing

A. Normal Straight-Time rates apply between the day-time hours of: 0700hrs to 1600hrs
   Over-time rates apply between the Evening hours of: 1600hrs to 0700hrs
B. Normal Straight-Time rates apply during normal business hours Monday-thru-Friday
   Over-Time rates apply after normal business hours, Weekends, and Holidays
C. There shall be **no half hour or hour minimum charge** on day-time calls
   Labor and Equipment charges for Day-Time calls shall be billed in fifteen (**15**) minute increments
D. There shall be a two (2) hour minimum charge for Emergency calls in the Evening hours
   Evening calls, after the two (2) hour minimum, shall be billed in fifteen (**15**) minute increments

Labor:

	Straight-Time	Over-Time
Traffic Signal Technician:	$ 120.00 / hr	$ 190.00 / hr
General Laborer:	$ 75.00 / hr	$ 125.00 / hr

Equipment:

	Straight-Time	Over-Time
Service (Bucket) Truck:	$ 30.00 / hr	$ 30.00 / hr
Crane (Boom) Truck:	$ 30.00 / hr	$ 30.00 / hr
Dump Truck:	$ 25.00 / hr	$ 25.00 / hr

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3331575.1

CALWEST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Commercial Lines - (628) 201-9001 USI Insurance Services LLC - CA Lic#: 0D08408 201 Mission St, 11th Floor San Francisco, CA 94105	PHONE (A/C, No, Ext):	FAX (A/C, No): 610.537.2393
	E-MAIL ADDRESS: CertRequests@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cal-West Lighting & Signal Maintenance PO Box 612035 San Jose CA 95161	INSURER A: Zurich American Insurance Co	16535
	INSURER B: Allied World National Assurance Co.	10690
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14671643 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		GLA931895808	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY	X		GLA931895808	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC931895908	10/1/2019	10/1/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			03104146	11/01/2019	11/01/2020	$2,000,000 Each Act, Error, or Omission $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

U-GL-1175-F CW (04/13),U-CA-424-F CW (04-14),WC040306 (Ed. 4-84) City of Newark, its officers, officials, directors, employees and volunteers is named as additional insured as respects general liability and automobile liability per endorsements attached.

CERTIFICATE HOLDER

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA931895808	10/1/19	10/1/20	10/1/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CAL-WEST LIGHTING & SIGNAL MAINTENANCE
Address (including ZIP Code):
PO BOX 612035
SAN JOSE CA 95161
This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA931895808	10/1/19	10/1/20	10/1/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. **Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. **Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. **Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. **Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. **Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. **Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. **Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. **Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. **Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. **Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. **Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. **Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. **Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. **Coverage Extensions**

   a. **Transportation Expenses**

   We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. **Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. **Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: WC931895908

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	ALL CA OPERATIONS

C20041
R11089

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 25th day of June, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.**, a California Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: on-call traffic signal and street light maintenance services.

WHEREAS, in response to City's request, Consultant submitted a Statement of Qualifications (hereinafter "SOQ"), a copy of which is on file at the office of the City Engineer 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 at the rates as set forth in Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in the SOQ , City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** 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.** Time is of the essence in the performance of Services under this Agreement and 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.**

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.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) per fiscal year (July 1st – June 30th) 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.

B. **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 Agreement to the satisfaction of City.

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 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 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, identified in the SOQ. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in the SOQ, 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 the same 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 agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. 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 sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately 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.

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 City's 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. **PUBLIC WORKS REQUIREMENTS.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit C.

13. **PUBLIC WORKS CONTRACTOR REGISTRATION.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with 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.

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. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

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.

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. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. 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

3. 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 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. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of 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) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or 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 sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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 duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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 upon the date first hereinabove written and shall expire on June 30, 2022. At the end of the term, the City may renew this Agreement for two on-year terms as authorized by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice 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 Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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:

CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.	**CITY OF NEWARK**
CRAIG GEIS	PUBLIC WORKS DIRECTOR
PRESIDENT	**Administrator**
Address: Cal-West Lighting & Signal Maintenance 530 N. Marburg Way San Jose, CA 95133	City of Newark Attn: Public Works Director 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.

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

By _____
City of Newark

Date 7-7-20

Attest:

_____
City Clerk

Date 7/7/2020

Approved as to form:

_____
City Attorney

Date 7/7/2020

CAL-WEST LIGHTING &
SIGNAL MAINTENANCE, INC.
a California corporation

By _____
Consultant

Date June 24, 2020

Craig H. Geis Jr.
Printed Name

EXHIBIT A

SCOPE OF SERVICES

Consultant services shall include, but not be limited to the following tasks:

- **Preventative and Routine Maintenance:** Periodic inspection, testing, record keeping, cleaning, repair and replacement of all traffic signal equipment in order to prevent or reduce the occurrence of potential malfunctions and extend the useful life of the equipment. Preventative and routine maintenance of the City's traffic signal systems shall include, but may not be limited to, the following:

  Preventative Service of Traffic Signals

  - Clean all signal lenses and Emergency Vehicle Pre-Emption (EVP) units
  - Strobe test EVP system with an emitter for all approaches
  - Check all vehicular detector units for tuning and operation
  - Check all pedestrian push buttons for functional operation
  - Test battery back-up system
  - Check cabinet ventilation fan for thermal control and operation
  - Vacuum cabinet and replace filter

- **Responsive Maintenance & Emergency Repair:** Responsive maintenance and emergency repairs to damaged or malfunctioning equipment shall be performed by the selected firm(s) at the direction of the Engineer and shall constitute work made necessary due to damage due to collision, Acts of Nature, malicious mischief or replacement of obsolete or malfunctioning equipment.

  Responsive Maintenance

  - Traffic signal and street light repairs may be provided at the City's request or in response to a condition noted by the Contractor, with authorization from the City
  - Vehicle and pedestrian signal indications to be re-lamped on an as-needed bases rather than all at once. Location list to be provided by the City
  - Street lights and safety lighting at traffic signals to be re-lamped as burnouts occur, when spotted by the Contractor and confirmed by the City, or when reported to the Contractor by the City

  Emergency Repair

  - 24-hour callout service for pole knockdowns, accident damage or other situations that may create a safety concern.
  - Accident damage repair includes cleanup of equipment debris, erection of barricades or signs, hookup of a temporary signal controller, temporary poles and signals if necessary, traffic control, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the traveling public
  - Replacement of burned-out signal indications shall be performed immediately when requested by the City

EXHIBIT B

RATE SCHEDULE

F. RATE SCHEDULE:

Hourly labor and equipment rates for various personnel, equipment, vehicles:

General Service Ladder Truck and Man	(1-3 day response)	*$150.00 per hour*
General Service Ladder Truck and Man	(4 hours response)	*$150.00 per hour*
Crane & Man Pole Knockdown Service	(1-3 day response)	*$150.00 per hour*
Crane & Man Pole Knockdown Service	(4 hours response)	*$150.00 per hour*
Second Man for Knockdown Service		*$150.00 per hour*

Hourly labor and equipment rates for various personnel, equipment, vehicles (overtime):

General Service Ladder Truck and Man	(4 hours response)	*$220.00 per hour*
Crane & Man Pole Knockdown Service	(4 hours response)	*$220.00 per hour*
Second Man for Knockdown Service		*$220.00 per hour*

Repair Parts (each):

70 watt HPSV	*$13.00 each*	100 watt HPSV	*$13.00 each*
150 watt HPSV	*$13.00 each*	200 watt HPSV	*$15.00 each*
250 watt HPSV	*$15.00 each*	Photocell	*$8.00*
Ignitor	*$25.00*	Starter	*$25.00*

Traffic Signal Preventative Maintenance (per intersection)

1. Routine Traffic Signal Maintenance rates are set under the assumption of Routine services being performed within one (1) hour or less per-intersection.

2. **Traffic Signals & Signalized Intersections:** Routine Maintenance of Traffic Signals and Signalized Intersections shall cost the rate of *Seventy dollars ($70.00)* per-intersection per-monthly inspection.

Material Rates

MATERIALS: All material rates shall be set at invoice cost plus an overhead mark-up of: **10%**

Labor and Equipment Billing

A. Normal Straight-Time rates apply between the day-time hours of: 0700hrs to 1600hrs
   Over-time rates apply between the Evening hours of: 1600hrs to 0700hrs
B. Normal Straight-Time rates apply during normal business hours Monday-thru-Friday
   Over-Time rates apply after normal business hours, Weekends, and Holidays
C. There shall be **no half hour or hour minimum charge** on day-time calls
   Labor and Equipment charges for Day-Time calls shall be billed in fifteen (**15**) minute increments
D. There shall be a two (2) hour minimum charge for Emergency calls in the Evening hours
   Evening calls, after the two (2) hour minimum, shall be billed in fifteen (**15**) minute increments

Labor:

	Straight-Time	Over-Time
Traffic Signal Technician:	$ 120.00 / hr	$ 190.00 / hr
General Laborer:	$ 75.00 / hr	$ 125.00 / hr

Equipment:

	Straight-Time	Over-Time
Service (Bucket) Truck:	$ 30.00 / hr	$ 30.00 / hr
Crane (Boom) Truck:	$ 30.00 / hr	$ 30.00 / hr
Dump Truck:	$ 25.00 / hr	$ 25.00 / hr

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3331575.1

CALWELIGT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Commercial Lines - (628) 201-9001 USI Insurance Services LLC - CA Lic#: 0D08408 201 Mission St, 11th Floor San Francisco, CA 94105	PHONE (A/C, No, Ext):	FAX (A/C, No): 610.537.2393
	E-MAIL ADDRESS: CertRequests@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cal-West Lighting & Signal Maintenance PO Box 612035 San Jose CA 95161	INSURER A: Zurich American Insurance Co	16535
	INSURER B: Allied World National Assurance Co.	10690
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14671643 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X		GLA931895808	10/1/2019	10/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		GLA931895808	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC931895908	10/1/2019	10/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			03104146	11/01/2019	11/01/2020	$2,000,000 Each Act, Error, or Omission $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

U-GL-1175-F CW (04/13),U-CA-424-F CW (04-14),WC040306 (Ed. 4-84) City of Newark, its officers, officials, directors, employees and volunteers is named as additional insured as respects general liability and automobile liability per endorsements attached.

CERTIFICATE HOLDER

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA931895808	10/1/19	10/1/20	10/1/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CAL-WEST LIGHTING & SIGNAL MAINTENANCE
Address (including ZIP Code):
PO BOX 612035
SAN JOSE CA 95161
This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA931895808	10/1/19	10/1/20	10/1/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. **Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. **Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. **Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. **Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. **Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. **Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. **Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. **Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. **Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. **Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. **Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. **Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. **Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. **Coverage Extensions**

   a. **Transportation Expenses**

   We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. **Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. **Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: WC931895908

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	ALL CA OPERATIONS

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FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Cal-West Lighting & Signal Maintenance, Inc., a California corporation ("Consultant") (sometimes referred to as "Parties") dated June 25, 2020 (the "Agreement"), is entered into as of March 16, 2023 for the provision of on-call traffic signal and street light maintenance services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform on-call traffic signal and street light maintenance services; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Agreement is for two fiscal year terms and the City has to option to extend the Agreement for two additional fiscal years; and

WHEREAS, the Agreement is for a not to exceed amount of One Hundred Thousand Dollars ($100,000.00) per fiscal year; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount during certain fiscal years; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation for fiscal year 20-21 by $15,000, for a total not to exceed amount of $115,000 and to increase the not to exceed compensation for fiscal year 22-23 by $120,350 for a total not to exceed amount of $220,350.

2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

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CITY OF NEWARK

DocuSigned by:
075767B2C2304C4...

David J. Benoun
City Manager

Dated: 6/3/2023

CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.

By: DocuSigned by:
08A7240B9D5E46C...

Craig Geis
Printed Name

Dated: 5/31/2023

Attest:

DocuSigned by:
AD90989DBABE45E...

Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
ABFC8AFEC9714E4...

Kristopher J. Kokotaylo
City Attorney

STAFF REPORT

Item D. 11.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution approving a lease agreement with Second Chance, Inc.

SUMMARY AND RECOMMENDATION

Second Chance, Inc. serves as a multipurpose emergency shelter catering to families or individuals facing challenging circumstances and in need of assistance. The emergency shelter owned by the City at 6519 Central Avenue provides safe housing and referrals to other agencies. Second Chance, Inc. wishes to enter into a new three-year lease agreement. A new lease agreement that is agreeable to Second Chance, Inc has been prepared for City Council's consideration.

Staff recommends that the City Council adopt a resolution approving a lease agreement with Second Chance, Inc.

BACKGROUND

Since September 1971, the City of Newark has leased the building located at 6519 Central Avenue to Second Chance, Inc. Second Chance, Inc. serves as a multipurpose emergency shelter catering to families or individuals facing challenging circumstances and in need of assistance. The emergency shelter provides safe housing and referrals to other agencies.

The prior lease agreement for the use of 6519 Central Avenue by Second Chance, Inc. has expired and the City and Second Chance, Inc. now seek to enter into a new three-year lease agreement.

DISCUSSION/ANALYSIS

The City prepared a new lease agreement that is acceptable to Second Chance, Inc. The updated lease includes standard terms and provisions. Additionally, certain provisions of the lease have been modified to reflect shared cost for any subfloor plumbing repairs and that the City will assume all maintenance, including eventual replacement of the roof. The lease agreement would begin on November 15, 2023, and expire on November 15, 2026. Under the terms of the agreement, Second Chance, Inc. would lease 6519 Central Avenue for a rental fee of $1 per year as Second Chance, Inc. provides the public purpose of providing a multipurpose

emergency shelter catering to families or individuals facing challenging circumstances and in need of assistance.

FISCAL IMPACT

There is no fiscal impact associated with this action, as the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes sufficient funding for repairs under the proposed Lease Agreement. Recommendations for funding beyond Fiscal Year 2024 would be included in the next Biennial Budget and Capital Improvement Plan process for City Council consideration. An average cost per year for ongoing maintenance is approximately $10,000.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
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

Second Chance Lease Resolution

Second Chance Lease Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A LEASE AGREEMENT WITH SECOND CHANCE, INC. TO OPERATE A MUTLI-PURPOSE SHELTER AT 6519 CENTRAL AVENUE

WHEREAS, the current lease agreement for the Second Chance, Inc., multi-purpose shelter located at 6519 Central Avenue, Newark, has expired; and

WHEREAS, the City has leased the building at 6519 Central Avenue to Second Chance, Inc. since 1971; and

WHEREAS, Second Chance, Inc. provides the public purpose of providing a multipurpose emergency shelter catering to families or individuals facing challenging circumstances and in need of assistance; and

WHEREAS, the City Council desires to approve a lease agreement with Second Chance, Inc. for the building located at 6519 Central Avenue, Newark, for a three-year period from November 15, 2023 through November 15, 2026, for a rental fee of $1 per year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark approves a lease agreement with Second Chance, Inc. for the operation of multi-purpose shelter at 6519 Central Avenue, in substantive form attached hereto and incorporated herein by reference (the "Agreement").

BE IT FURTHER RESOLVED that the City Manager is authorized to take any actions necessary to effectuate the intent of this Resolution and execute the Agreement, including any necessary modifications, in a form approved by the City Attorney.

LEASE AGREEMENT

THIS LEASE AGREEMENT made an entered into this _____ day of _____, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "City" or "Lessor", and the SECOND CHANCE, INC., hereinafter referred to as Lessee, (this "Agreement").

RECITALS

A. Lessor is the owner in fee title to real property known as Alameda County Assessor's Parcel Number: 092-0075-001-27, located at 6519 Central Avenue, Newark, California (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Lessee currently occupies the Property, located at 6519 Central Avenue, Newark, California (the "**Premises**") as more particularly described in Exhibit B attached hereto and incorporated herein by this reference.

C. Lessee provides a short-term emergency housing shelter as more particularly described in Exhibit D attached hereto and incorporated herein by this reference (the "Services").

D. Lessee desires to lease the Premises from the City and the City desires to lease the Premises to the Lessee subject to the terms and conditions of this Agreement.

E. The City has determined that the execution of this Agreement is in the best interests of the health and welfare of the citizens of the Newark and it is a benefit to the residents of Newark to have the Lessee provide the Services at the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee hereby agree as of the Effective Date as follows.

1. INCORPORATION OF RECITALS

The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

2. CREATION OF LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises for the Term, as defined in section 3, subject to the terms and conditions and for the purposes set forth in this Agreement. The Lessee will lease the Premises in its "AS IS" condition as such condition exists as of the Commencements Date.

3. TERMS

The term of this Agreement (the "**Term**") shall commence on November 15, 2023 (the "**Commencement Date**"), and unless terminated earlier pursuant to the provisions hereof, shall expire on the 3rd anniversary of the Commencement Date (the "**Expiration Date**"). The expiration of the Term or the sooner termination of this Agreement shall be referred to as "**Lease Termination**." Lessor or Lessee may obtain Lease Termination prior to the Expiration Date upon 60 days written request.

4. RENT

The rent is One Dollar ($1.00) ("**Rent**") per year payable on the Commencement Date and annually on the anniversary of the Commencement Date.

5. TAXES ASSESSMENTS AND OTHER CHARGES

Throughout the Term, the Lessees shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof, or (b) any use or occupancy of the Premises or part thereof. All of the foregoing are hereinafter referred to as "**Impositions**."

Upon request by the Landlord, the Tenant shall furnish, in form satisfactory to the Landlord, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

6. USE

The premises are hereby leased to the Lessee for the purpose of providing the Services as set forth in Exhibit "D" attached hereto and incorporated herein by this reference and made a part hereof as though set forth at length. Agreement to use in this Agreement shall not be deemed a waiver of compliance with any ordinance of the City of Newark now in force or hereafter enforced.

The Lessor reserves the right to locate and construct its own utilities and to grant nonexclusive easements across the Property for utility and other purposes including the installation, maintenance, repair and replacement of utilities; provided that the exercise of such rights do not unreasonably interfere with the Lessee's use of the Premises for the purposes set forth herein.

7. MAINTENANCE; DAMAGE AND DESTRUCTION

Except as otherwise provided in this Agreement, Lessor shall maintain the Premises including all landscaping and improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. Lessee shall notify Lessor of any conditions on the Premises that require maintenance.

In the event of any damage to or destruction of the Premises during the Term, except for damage caused by ordinary wear and tear, the Lessee shall elect by written notice delivered to Lessor within thirty (30) days following the date of the occurrence of the damage to either remove the Improvements or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any applicable law. If the Lessee elects to restore the Premises, the Lessee shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work.

8. NO REPRESENTATIONS AND LESSEE'S COVENANTS

The Lessee acknowledges that except as expressly set forth herein, the Lessor makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof

for the Lessee's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the Lessee or the Lessor hereunder. The Lessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Premises. The Lessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Lessee deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Premises in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Lessee further acknowledges that the Lessor has made available all data and information on the Property available to the Lessor, but without warranty or representation by the Lessor as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

The Lessee hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Lessee shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws (as defined on Exhibit A, attached hereto).

(b) The Lessee shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials (as defined on Exhibit C, attached hereto) nor shall the Lessee permit the presence or release of Hazardous Materials in, on, under, about or from the Premises.

9. WASTE, QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant.

10. ALTERATIONS, MECHANICS' LIENS

Lessee shall not make or suffer to be made, any alterations of the Premises ("**Improvements**"), or any part thereof without the written consent of Lessor, any additions to, or alterations of, the Premises, except movable furniture and trade fixtures, shall become at once a part of the Premises and belong to Lessor. Lessee shall keep the Premises and the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

Lessee further grants Lessor to the right to inspect the Premises to assure compliance with the provisions of this Section and all other provisions of this Agreement.

11. UTILITIES

a. Lessee shall obtain and pay for all water, gas, heat, light, power, sewer, telephone service and all other service supplied to the said premises.

12. REPAIRS AND MAINTENANCE

Except for those items indicated in Exhibit E, attached hereto and incorporated herein by reference, Lessee shall, at its sole cost, keep and maintain the Premises and appurtenances and every part thereof including sidewalks adjacent to the Premises, and the interior and exterior of the Premises, in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of Lessor as provided for in Section 1942 of the Civil Code of the State of California and all rights provided for by Section 1941 of said Civil Code. An Operation and Maintenance Program will determine the manner in which the shelter will be maintained, as set forth in Exhibit D.

13. ACCEPTANCE OF PREMISES AS IS, SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, Act of God or by the elements accepted, and to remove all of Lessee's signs from the Premises.

14. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expenses, comply with all the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all applicable Municipal ordinances, local law, and State and Federal statues now in force or which may hereafter be in force. The judgement of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee.

No narcotics or drugs as defined by the Health and Safety Code as being illegal, an no alcoholic beverages of any kind, shall be permitted on the premises.

Lessee shall not use the premises in any manner which constitutes a public or private nuisance by the statute or common law.

Lessee further grants the Police Department the right to inspect the premises and surrounding areas at any time to assure compliance with law.

15. INDEMNIFICATION; NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS

The Lessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the Lessor, its officers, officials, employees, agents and volunteers ("**Indemnitees**") harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Lessee on the Premises, (iv) any breach by the Lessee in the performance of any covenant or agreement to be performed by the Lessee pursuant to the terms of this Agreement, (v) any negligence of the Lessee, or any of its agents, contractors, subcontractors,

employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Lessee or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the Lessor by reason of any such Claim, the Lessee, upon notice from the Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Lessor. If an insurer under insurance required to be maintained by the Lessee hereunder shall undertake to defend the Lessor under a reservation of rights with respect to ultimate coverage and the Lessor shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Lessee shall pay the reasonable fees of such counsel. The obligations of the Lessee under this Section shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

16. INSURANCE

Lessee shall acquire and maintain Workers' Compensation, employer's liability, and commercial general liability insurance coverage relating to the activities of Lessee, its agents, representatives, or employees in, on, upon, or relating to the Premises.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence Form CG00 01).

Worker's Compensation insurance as required by the State of California, including Employer's Liability Coverage.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability (GCL): (including operations, products and completed operations, as applicable.)	**$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers' or Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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.

Verification of Coverage

Lessee shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to requirement complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Other Insurance Provisions

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

Additional Insureds. The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Lessee; or automobiles owned, leased, hired, or borrowed by the Lessee.

Primary Insurance. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not be contribute with it.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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 Civil Code.

Qualifications. All insurance companies providing coverage to Lessee 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.

Sublessee. Lessee shall include all sublessees as insured under its policies or shall furnish separate certificates and endorsements for each sublessee. All coverages for sublessee shall be subject to all the requirements stated herein.

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

17. ASSIGNMENT OR SUBLETTING

The Lessee shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the Lessor's prior written consent. No voluntary or involuntary assignee, subtenant, or successor in interest of the Lessee shall acquire any rights or powers under this Agreement absent such consent.

Nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the Lessor to sell, transfer, assign or convey all or any portion of the right, title and estate of the Lessor in the Property and in this Agreement. At such time as the Lessor shall sell, transfer, assign or convey the entire right, title and estate of the Lessor in the Property and in this Agreement, all obligations and liability on the part of the Lessor arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the Lessor, and thereupon all such liabilities and obligations shall be binding upon the transferee.

18. NO THIRD-PARTY BENEFICIARIES; DISCLAIMER OF PARTNERSHIP

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Lessor does not as a result of this Agreement in any way nor for any purpose become a partner of the Lessee or a joint venturer with the Lessee in the conduct of the Lessee's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the Lessor and the Lessee.

19. 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 to:

Lessor:

City Manager and City Attorney
City of Newark City of Newark
37101 Newark Boulevard 37101 Newark Boulevard
Newark, CA 94560 Newark, CA 94560

Lessee:
Executive Director
Second Chance Inc.
6519 Central Avenue
Newark, CA 94560

20. HOLDING OVER

Any holding over after the expiration of the term or notice of termination shall be at a monthly rental of $1.00 and shall otherwise be on the terms and conditions herein specified, so far as applicable.

21. GOVERNING LAW; ATTORNEY'S FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Alameda County, California.

If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

22. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

The Lessee herein covenants by and for the himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this Agreement is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

The Lessee, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq*., California Government Code Section 4450, *et seq*., California Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, California Civil Code Section 51, *et seq*. pertaining to the use, operation, and management of the Premises and all City ordinances and regulations relating to the conduct of construction, including without limitation, all City ordinances and regulations relating to noise and maintenance of the Premises.

The Lessee shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law. The Lessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law.

23. WAIVER; AMENDMENTS

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

This Agreement shall be amended only by written agreement of the parties hereto.

24. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Parties relative to the Premises and this Agreement and may be altered only by an instrument in writing signed by the Parties. The Parties agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

25. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of the lease shall be valid and be enforceable to the fullest extent permitted by law.

26. HEADINGS

The headings used in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SECOND CHANCE, INC.

By_____

John Balentine, Executive Director

CITY OF NEWARK, a municipal corportation

By_____

David J. Benoun, City Manager

Attest_____

Sheila Harrington, City Clerk

Approved as to form:

_____

Kristopher J. Kokotaylo, City Attorney

Exhibit A

PROPERTY

That Real Property located at 6519 Central Avenue, Newark, California.

Assessor's Parcel No. 092-0075-001-27

Exhibit B

THE PREMISES



Exhibit C

DEFINITIONS

Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, Landlord or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the definition of Hazardous Materials, as any of the foregoing may be amended from time to time.

Exhibit D

Second Chance Emergency Shelter Use

IT IS AGREED between the parties hereto as follows:

1. Description of Project: Second Chance hereby agrees to operate a short-term multi-purpose emergency housing shelter located at 6519 Central Avenue, Newark, California under the terms and conditions hereinafter set forth.

2. Operation: The facility will be used as a short-term emergency housing shelter for persons in crisis who do not have alternative lodging. Residents will be assessed for their suitability for referral to longer-term shelters, treatment programs, or permanent housing and every attempt will be made to give departing residents and appropriate referral. However, residents will be allowed to stay the minimum time necessary to either effect such a placement or determine that one cannot be made. The main services will be the provision of meals, a place to stay during the day, and a bed at night. During the stay, residents will be acquainted with and urged to avail themselves of support services through other agencies.

   Shelter residents may be of either sex, and they may be either children or adults. The maximum shelter population at any given time should not exceed thirty-two (32) people. However, the total number of residents may vary due to the make up of the clientele. For instance, an uneven mixture of men and women might decrease the total number, or the presence of several small children not needing "full spaces" (i.e., separate beds) might cause the number to increase. But under no circumstances shall the number of persons exceed the building's maximum occupancy load as determined by the Fire Marshall. Three meals a day will be provided and prepared by the residents when possible with the aide of shelter staff. The target area to be served will be primarily the Tri-City area with Newark referrals being given priority. However, in the event of space being available, the shelter will cooperate with other cities and agencies in Alameda County.

   The administrative and supportive work will be done by the staff of the parent program. Second Chance Inc.

   There will be at least one staff person on duty at the shelter at all times.

   Training and supervision of the shelter staff will be through Second Chance. The staff of Second Chance will be available by phone at all items for emergencies or other situations judged by shelter staff to require assistance. The shelter staff will be hired, however, with a view toward being "on their own" for most of their shifts. In the event of emergencies require police or medical assistance, shelter staff will contact those appropriate agencies in addition to a supervisor from Second Chance.

   The shelter will coordinate with other service providers. Assistance through Alameda County Social Services will be arranged to provide help with food stamps, medical needs, and other county paperwork. Normal channels will be used when dealing with the police departments in Newark, Fremont, and Union City.

   Unemancipated minors without parental consent cannot be housed except as part of a family unit that includes a parent or guardian.

Persons severely intoxicated or otherwise in need of medical attention will not be housed but rather referred to appropriate alternative facilities.

Violent or abusive persons will not be admitted or will be ejected from the shelter at the option of the staff.

“Repeat” clients will be closely re-screened before re-admission. Generally, “new emergencies” will allow re-admission but attempts to use the shelter for long-term housing will not.

Exhibit E

Second Chance Emergency Shelter

Operation and Maintenance Program

Task	City Maintains	Notes	Frequency
Category A - Restraints			
No Animals		Except seeing eye dogs	
No Drugs/Alcohol		Post notice	
No Smoking		Post "No Smoking" signs	
Parking Controls		Designated parking only	
Category B - Services			
Electrical			
Fire Alarm	x		
Garbage Service			2x/week
Gas			
Grease Trap and Disposal			**2x/year**
Insurance, Fire			Annual
Insurance, Liability		Building and land	Annual
Insurance, Worker's Comp.			Annual
Licenses			As needed
Parking Lot Lease	x	City Public Works Department	Annual
Pest Control		Notify City if Termites	
Program Operation			
Program Permits			As needed
Special Services			
Telephone			
Water			
Category C - Inspections			
Building		Maintenance and H&S	Quarterly
Fire Extinguisher – dining room, kitchen	x		Monthly
Fire Sprinkler System	x		Quarterly
Health Department			
Ansul (stove hood fire suppression)			**2x/year**
Roof			
Smoke Detectors		Notify City if problems	

Task	City Maintains	Notes	Frequency
Category D - Furnishings			
Appliances, Maintenance/Replacement			
Carpet, Shampoo			Quarterly
Cleaning, Parking Lot			
Fertilize, Spray, Prune, etc.			
Fire Extinguishers, Test	x		Annual
Floor Covering, Clean			Daily
Furnace, Filter Replacement			Bi-monthly
General Cleaning, Exterior			
General Cleaning, Interior			Daily
Gutter and Drain, Clean			2x/year
Hot Water Heater, Maintenance			
Kitchen Hood, Clean			Daily
Kitchen Range, Clean			Daily
Kitchen Range, Maintenance			
Landscape, irrigation and maintenance – front, rear, and parking lot			
Light Bulb/Tube, Replacement			
Locks and Padlock		No unauthorized padlocks	
Painting, Exterior			
Painting, Interior			
Painting, Touch Up		City supplies paint	
Rooftop Equipment, Maintenance	x		
Signage, Maintenance			
Skylight Washing	x		
Window Washing, Exterior			
Window Washing, Interior			
Category E - Repairs			
Bathroom Fixture Repairs			
Door and Lock Repairs			
Electrical Repairs		Coordinate with Maintenance	
Fence Repairs			
Floor Covering Repairs			
General Repairs, Major			
General Repairs. Minor			
Glass Repairs			
Lock Re-key			
Modifications			
Parking Lot Repairs			
Sub-floor Plumbing Repairs	50%	Shared expense with City/Lessee Maintenance will coordinate repairs	50%
Roof, Maintenance and Repairs	X		
Room Partitions			

Task	City Maintains	Notes	Frequency
Category E - Repairs (continued)			
Sewer, Drain Stoppage		Shelter Coordinator to post sign at toilets	
Emergency Repairs, Daytime		Contact Maintenance	
Emergency Repairs, Night		Contact Dispatch	
Emergency Repairs, Weekends/Holidays		Contact Dispatch	

City of Newark Contact Information

Maintenance Department
37440 Filbert Street
Newark, CA 94560
(510) 578-4806

Dispatch
37077 Newark Boulevard
Newark, CA 94560
(510) 578-4237 non-emergency
911 EMERGENCY

City Manager's Office
37101 Newark Blvd.
Newark, CA 94560
(510) 578-4278

STAFF REPORT

Item D. 12.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Esther Jung, Associate Civil Engineer
SUBJECT	Adopt a resolution amending the Biennial Budget and Capital Improvement Plan to consolidate the three Traffic Signal Interconnect Projects, Project 1307, 1308, and 1309 into newly identified Project 1361, and approving a Contractual Services Agreement with Iteris, Inc. for Professional Engineering Services for the Traffic Signal Interconnect Project

SUMMARY AND RECOMMENDATION

Traffic Signal Interconnect along Cherry Street, Newark Boulevard, and Thornton Avenue, currently distinguished by three separate projects by each corridor, will develop strategic plans for the implementation of adaptive signal communications technology (ASCT) along the three identified arterials to enable real-time adjustment to signal timing parameters. By doing so, the project aims to enhance traffic flow along these primary transportation corridors, promoting smoother and more efficient flow of traffic for all.

The City of Newark utilizes outside consultants to provide professional engineering services to assist the City with a variety of projects. To meet current demands, a competitive Request for Proposals (RFP) for Professional Engineering Services was released. Based on the analysis of six (6) qualified RFP responses received and in-person interviews with three (3) firms, Iteris, Inc. was determined to be the firm who would provide the best overall service to the City.

Staff recommends that the City Council, by resolution, approve an amendment to the Biennial Budget and Capital Improvement Plan to consolidate the three Traffic Signal Interconnect Projects, Project 1307, 1308, and 1309 into newly identified Project 1361, and approve a Contractual Services Agreement with Iteris, Inc. for Professional Engineering Services for the Traffic Signal Interconnect Project in an amount not to exceed $237,538 for Professional Engineering Services with an additional design contingency of $32,462, bringing the total project allocation to $270,000.

BACKGROUND

Cherry Street, Newark Boulevard, and Thornton Avenue serve as crucial transportation corridors through the City of Newark, facilitating efficient travel within the City and offering essential connections to nearby Fremont, Union City, and regional destinations. Newark Boulevard and Cherry Street function as vital north-south arterials, while Thornton Avenue serves as a key east-west arterial, spanning the City from State Route 84 to Interstate 880.

The primary objective of Traffic Signal Interconnect along Cherry Street, Newark Boulevard, and Thornton Avenue (Traffic Signal Interconnect Project) is to implement a system that ensures traffic signal synchronization and optimization along three separate and distinct roadway corridors, comprised of nine (9) traffic signals on Cherry Street, seven (7) traffic signals on Newark Boulevard, and five (5) traffic signals on Thornton Avenue. An adaptive signal communications technology (ASCT) system responds to real-time traffic demands and patterns to provide more efficient and safer operation at signalized intersections. The proposed system would enhance traffic flow and optimize signal timing along these primary arterials, leading to increased travel efficiency and reduced congestion for the Newark community.

In the 2022-2024 Biennial Budget and Capital Improvement Plan, the Traffic Signal Interconnect Project was approved as three separate projects, one for each corridor, identified as Projects 1307, 1308, and 1309, with a total budget of $475,000.

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 engineering services for the Traffic Signal Interconnect Project. The RFP 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 six (6) proposals and assessed and ranked them based on their completeness and responsiveness to the RFP. Following the initial review of the proposals, staff invited three (3) firms to be interviewed by the City's project team, consisting of the City Engineer and Associate Civil Engineer overseeing Transportation and Traffic Projects, and the City's contracted consultant, Pakpour Consulting Group. The three firms invited to the interviews were:

- Iteris, Inc.
- Kimley-Horn
- Advanced Mobility Group

After evaluating the interviews, staff selected Iteris, Inc. based on their experience with projects of similar scope, demonstrated ability to develop and deliver adaptive signal systems in line with the project budget, and satisfaction of previous public municipality clients. Iteris' rates and schedule were also comparable to those presented in other proposals and their total fee for the project was the lowest of the three fee proposals

evaluated.

Staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan to consolidate the three projects into one, as a single consultant can efficiently design for all three corridors, given their similarity in scope. Furthermore, two (2) traffic signals on Thornton Avenue intersect with Cherry Street and Newark Boulevard, making it logical for a single consultant to develop a plan for the entire network.

Once an agreement is executed with Iteris, the consultant team will conduct a comprehensive assessment of the existing traffic signal systems and identify the necessary improvements to the City's traffic signal infrastructure. Based on the preliminary system requirements, staff will again issue a competitive RFP for a system vendor. Staff anticipates presenting the preferred system vendor to the City Council for consideration and approval during the Summer of 2024.

Following the design of the system, the consultant will also assist in preparing the application for the Transportation Fund for Clean Air (TFCA) grant with the Alameda County Transportation Commission (ACTC). The successful acquisition of this grant will contribute to the funding of the project's construction phase. Remaining funding for construction of the Traffic Signal Interconnect Project will be evaluated and identified during the upcoming 2024-2026 Biennial Budget and Capital Improvement Plan process.

The construction of the Traffic Signal Interconnect Project is anticipated to commence in Fall 2024.

FISCAL IMPACT

Staff recommends the approval of a Contractual Services Agreement with Iteris, Inc. for the design of the Traffic Signal Interconnect Project for a not-to-exceed amount of $237,538 with an additional design contingency of $32,462, totaling $270,000.

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2023 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.CIP001361	$475,000
Fr:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001307	$150,000
Fr:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001308	$175,000
Fr:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001309	$150,000

REVIEW AND APPROVAL

Prepared by - Esther Jung, Associate 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 for Traffic Signal Interconnect

Contractual Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN TO CONSOLIDATE THE THREE TRAFFIC SIGNAL INTERCONNECT PROJECTS, PROJECT 1307, 1308, AND 1309 INTO NEWLY IDENTIFIED PROJECT 1361, AND APPROVING A CONTRACTUAL SERVICES AGREEMENT WITH ITERIS, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE TRAFFIC SIGNAL INTERCONNECT PROJECT

WHEREAS, Traffic Signal Interconnect along Cherry Street, Newark Boulevard, and Thronton Avenue, currently distinguished by three separate projects for each corridor, (hereinafter Traffic Signal Interconnect Project), aims to implement adaptive signal communication technology to enable real-time adjustment to signal timing paraments along segments of Cherry Street, Newark Boulevard, and Thornton Avenue; and

WHEREAS, the Public Works Department issued a Request for Proposals for professional engineering services for the Traffic Signal Interconnect Project, in accordance with the City's Purchasing Rules and Regulations; and

WHEREAS, a total of six proposals were received for the Traffic Signal Interconnect 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, based on staff's evaluation, Iteris, Inc. was determined to be the most qualified firm to provide the requested services for the Traffic Signal Interconnect Project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and authorizes the City Manager to execute a Contractual Services Agreement, in a form approved by the City Attorney, with Iteris, Inc. in an amount not-to-exceed $237,538 for professional engineering services with an additional design contingency of $32,462, for a total allocation of $270,000 for the Traffic Signal Interconnect Project.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to consolidate the three Traffic Signal Interconnect Projects, Project 1307, 1308, and 1309, into a single combined project denoted as Project 1361.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to reallocate previously approved Capital Improvement Funds to project account 1361 as follows:

Description	Expenditure	Amount

To:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001361	$475,000
Fr:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001307	$150,000
Fr:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001308	$175,000
Fr:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001309	$150,000

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of , 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and ITERIS, INC., a Texas Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including professional engineering services for Traffic Signal Interconnect Project, Project 1361.

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, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. 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. Time is of the essence in the performance of Services under this Agreement and 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.

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.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Two-Hundred Thirty-Seven Thousand Five Hundred Thirty Eight and No/100 Dollars ($237,538.00) 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.

B. 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 Agreement to the satisfaction of City.

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 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 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, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "C", 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 the same 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 agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. 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 sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately 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.

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 City's 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. PUBLIC WORKS REQUIREMENTS. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

13. PUBLIC WORKS CONTRACTOR REGISTRATION. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with 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.

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. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

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.

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. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. 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

3. 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 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. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of 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) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or 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 sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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 duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful

misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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 upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice 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 Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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:

Iteris, Inc.	**CITY OF NEWARK**
Consultant	**Administrator**
Address: _____	City of Newark
_____	Attn: _____
_____	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.

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

By _____
City of Newark

Date _____

Iteris, Inc.
a Texas Corporation

By _____
Consultant

Date _____

_____
Printed Name

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Key Component 3. Appropriately Configured Detection
All adaptive systems require accurate and extensive vehicle detection to make the appropriate timing adjustments. When vehicle detection fails, the system may either make assumptions based on the remaining functioning detectors or rely on historical data to predict actual traffic pattern, but neither of these solutions are ideal. In addition, every system has its own requirements on detection needed to optimize the systems functionality. Given that detection is extremely critical to the success of any adaptive deployment, the evaluation of existing detection will be performed by experienced staff who have expertise not only in adaptive systems but also in detection technologies. Iteris is the only team that is highly skilled in ATCS deployment, neutral to all system vendors, and offers in-house expertise on advanced detection technologies.

We will conduct a comprehensive detection assessment to have detection information upfront to determine the capability and deficiency of the existing system to then recommend and design appropriate upgrades or reconfiguration to meet the requirements for optimal operation of the adaptive system selected by this project. Most, if not all, adaptive systems on the market require independent lane-by-lane detection to be provided both at the stop-bar and in advance of the stop-bar for the mainline approaches. This typically translates to both the traffic signal controller and the traffic signal cabinet being able to support a large number of independent detection channels. For example, the intersection of Newark Blvd./Thornton Ave. would likely require at least 20 channels of detection.

Based on our understanding of the City's existing signal infrastructure, there are a number of NEMA TS-1 Type P-cabinets along the project corridors. NEMA TS1 cabinets are typically limited to eight (8) channels of detection and cannot meet the detection requirements of most adaptive systems. There are a number of solutions to address this. One option would be to upgrade the cabinets to NEMA TS-2 that can support up to 64 channels of detection. If replacing every NEMA TS-1 cabinet becomes prohibitive, another option would be to keep the existing cabinet and install a video detection system to get the needed detection channels. The video detection system can be directly connected to the signal controller through an SDLC port. We've implemented this solution for an adaptive system that we helped deploy on Fremont Blvd. in the City of Fremont.

Similarly, for intersections with in-pavement loops, we will assess if these need to be modified. We will check if loops on multi-lane approaches are all tied back to a single DLC that runs back to the cabinet (i.e., all those loops are on one (1) channel), and thus will need to be separated out. Options include installing additional DLC's (one for each loop) in order to provide the independent channels of detection or installing a video detection system.

Based on our understanding, the City is open to considering various detection technologies (i.e., in-pavement loops, video detection, etc.) and cabinet upgrades. All of the above options will be discussed with the City during the preliminary design to understand the City's priorities for system improvements, preferences, budget constraints, and also to be strategic in what improvements are made and where depending on other projects that could benefit from this project's improvements.

2.4 DETAILED SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Iteris strongly believes that excellent project management is essential in the successful completion of any project. Successful completion does not only mean finishing the project, but also completing the project to the client's satisfaction, within budget, and on schedule. Iteris' project manager, David Huynh, will be the principal contact with the City. He will be available to City staff for the duration of the project for coordination on all facets of the project. He will attend and facilitate regular meetings with City staff, manage quality control procedures, and prepare monthly invoices and status reports. Iteris will schedule the initial project kick-off meeting upon NTP. The purpose of this meeting will be to review the scope and schedule and discuss the City's goals and objectives for the project. Iteris will prepare agendas and minutes for this and all meetings for the project. Iteris will schedule and attend coordination and design review meetings with the City following each of the milestone submittals. We will prepare a detailed schedule for the project. This will guide the project stages through completion and act as a baseline throughout project development. The schedule will be provided at the kick-off meeting and regularly updated as the project progresses.

Deliverables: *Meeting Agendas and Minutes, Project Schedule, Monthly Progress Reports and Invoices*

TASK 2 – PRELIMINARY ENGINEERING

Subtask 2.1. Detailed Field Review and Existing Conditions Assessment
Assessing the City's existing traffic signal system and infrastructure is the first task of this project. A thorough and accurate assessment of the existing system is essential to understand existing operations, leverage the existing traffic signal system

and infrastructure to the extent possible, identify existing system deficiencies and establish a foundation for the recommendation of any potential future improvements. Iteris will work with the City to obtain as much on-hand information as possible, including current City standards and special provisions, an inventory of traffic signals, any fiber optic and copper interconnect details, network equipment and the system architecture and any central office hardware and software systems.

Iteris takes great pride in our thorough fieldwork activities conducted on all our projects. Iteris will perform a detailed field review of all the existing infrastructure along each project corridor, with a specific focus at each traffic signal along each corridor. Iteris staff are trained to open pull boxes, note condition of conduit and sweeps, assess the details of traffic signal cabinets, including controller types, model number and firmware version, detectors, wiring, and any other elements such as wireless radios, emergency vehicle preemption (EVP) equipment, and assessment of any existing central office hardware and software. Design plans are only as good as the fieldwork conducted, and Iteris takes great pride in providing detailed design plans to reduce, and in many cases eliminate, the Contractor's need for change orders.

Iteris will organize and summarize our findings from the field review to perform an assessment of the overall signal system infrastructure to identify project gaps and subsequent needs to be included in the design phase of the project. Photographs will be collected during the field review and provided to the City in digital format. We will document our findings in a report summarizing the system's gaps and needs as well as proposed approach and methodology for closing those gaps to serve as a basis for design.

Subtask 2.2. Develop System Concept
Based upon the findings of the existing conditions assessment (Subtask 2.1), Iteris will prepare a report that details the needs, opportunities, and solutions in support of the adaptive system implementation. The objective of the System Concept is to develop and outline the approach to identify and recommend the needed improvements to the City's traffic signal infrastructure, including traffic signal controllers, traffic signal cabinets, traffic signal communications, intersection detection, central office equipment, and any other ITS related items. A key element of this task will be to create a project based upon needs, project cost, and availability of existing infrastructure, project duration and schedule. The following items will be addressed as part of the System Concept:

- Communications System
    - *Communication Media*: Our initial recommendation is for the project to install fiber optic cable as the primary media. Where appropriate, select segments may utilize copper cable, or wireless may be used for last mile connections to signalized intersections that do not warrant new conduit and fiber.
    - *Communication Protocol*: We recommend the project to implement Ethernet-based communications.
    - *Network Topology*: Identify location of communication hubs and routing of backbone network, segments requiring high-bandwidth fiber, utilization of existing and need for new conduit/pull boxes, utilization of existing twisted pair cable where applicable, possible wireless connections, and other solutions.
    - *IP Schema*: We will recommend and develop an IP Schema for the proposed network. Recommendations will be provided on the current 32-bit IPV4 addressing scheme as well as possibly moving it to the 128-bit IPV6 addressing scheme. This will ensure the City never runs out of IP addresses to support the communications and ITS infrastructure and any future additions and expansion.
    - *NTCIP Compliance and Standards*: We have worked with AASHTO, ITE, NEMA and vendors involved in the development and maintenance of the NTCIP standards and are well versed in the application of these standards for development of system requirements. Adherence to common standards will be essential to ensure City deploys an open system and minimize proprietary solutions.
    - *Communication Hardware*: We have worked with and are in partnership with numerous IT vendors including Cisco, EtherWAN, Siemens, RuggedCom, Actelis, MOXA, and many others. Communication hardware requirements and selection will be important components of the communications network.
- Adaptive Traffic Signal System: We will document the City's needs for this system and identify how the proposed system (including traffic controller upgrades) will achieve the City's goals and objectives. Operational needs will be driven by the answers to the questions on the operational objectives and strategies, desired signal operational features, and type of operational concept the City plans to implement. User needs will be driven by the answers to the questions about user interface, reporting and monitoring and maintenance requirements, and any additional input from City staff and other project stakeholders.

- Traffic Signal Cabinet: Traffic signal cabinets that will need to be replaced/upgraded to support the adaptive system will be identified.
- Detection: An evaluation of the existing and planned detection, including the use of video detection and bringing back

the data and video to the City's office.
- Central Office Equipment: Identify the need for new hardware and software at the City's office such as new workstations, application and communications servers, communications equipment, equipment rack, etc. and the location for this equipment.

In addition, the development of the System Concept is a key step and provides a model of the activities the adaptive traffic signal system will ultimately support and what the new system will accomplish that the current condition is not able to accomplish. The System Concept will also serve as the implementation plan for the procurement of the adaptive traffic signal system and the needed field improvements to support the adaptive signal system.

Subtask 2.3. Prepare 30% Plans
Leveraging the field review completed in Task 2.1 and the approved System Concept, Iteris will establish and confirm the basis of design in this task. Iteris will prepare appropriate base mapping. Base mapping shall consist of digital plans including (but not limited to) existing roadway features, traffic signal equipment, right-of-way information, and existing utility facilities.

Utility Coordination: Utility mapping is an important element of an infrastructure project, especially one that will require the modification or installation of underground infrastructure like conduit and pull boxes. To that end, Iteris will directly contact the various agencies which may have facilities in the project area. Our inquiry will specifically define the project area and potential impact to underground facilities and will solicit records of utility infrastructure in the project area. This process generally happens ahead of beginning early stages of design such that a utility base can be prepared to attempt to minimize and identify potential utility conflicts by showing them on the design plans.

Right-of-Way: Iteris will gather and research right-of-way information and agreements along the project corridor to identify rights-of-way in the project area. It is anticipated this information will be collected from City plat and parcel maps, utility maps, and roadway record drawings. This information will be combined and drafted to create right-of-way delineations as part of the project base map.

A preliminary (30%) design submittal will be prepared that illustrates the design/layout for the project. All anticipated sheets to be included in the final plan set shall be listed, such as a listing of required details to be included in subsequent submittals.

Deliverables: *Field Review and Existing Conditions Assessment, Draft and Final System Concept Document, 30% Design Plans.*

TASK 3 – ADAPTIVE TRAFFIC SIGNAL SYSTEM PROCUREMENT

Subtask 3.1. Develop Preliminary System Requirements
Based on the outcome of the System Concept, functional requirements will be developed for the adaptive traffic signal system to be deployed. The system requirements will be developed for a new adaptive system based on the needs that have been identified. This will include a detailed list of traffic operational objectives and system goals for the adaptive system deployment that fulfills the vision that City staff have for this system. This list will define items such as:

- The types of operations desired for various use cases;
- What performance measures (i.e. travel time, vehicle delays, queuing, percent arrivals on green, etc.) and monitoring capabilities are needed;
- Prioritize system requirements so that if a system does not exist that meets all the requirements, objective evaluations of the existing systems can be made; and
- How City staff would like to interact and view the system.

Iteris will then identify specific system constraints including expandability and requirements for using any existing equipment. The goal of this task is to identify the technical and non-technical factors that may affect the decision-making process. With the identification of the system constraints and operator needs, specific system requirements will be defined including the system's ability to support functions such as emergency vehicle preemption, interface to any legacy systems, use of a particular detection technology, or the use of different coordination functionalities. It is important that vendors responding to the requirements capabilities of their system not only indicate being able to fulfill the requirements with a yes/no answer, but also explain how their system fulfills the requirements.

Subtask 3.2. Review of Available Systems
Based on the preliminary system requirements, Iteris will perform a review of available adaptive traffic signal systems on

the market. There are numerous adaptive systems on the market, however, their functionalities are constantly changing with the changing market. If needed, an RFI (Request for Information) can be utilized to obtain information from the adaptive system vendor community. Iteris will prepare an RFI for the City to send to potential system vendors. The RFI will be prepared in consultation with City staff and will include project background and a list of questions including a requested response by the vendor's proposed adaptive signal system's ability to meet the preliminary system requirements.

Subtask 3.3. Finalize System Requirements
Based on the activities undertaken in Task 3.2, and to ensure that there are viable adaptive traffic signal systems in the market that can meet system requirements, slight modifications to the preliminary requirements may be needed. Iteris will work with the City to determine what requirements are mandatory and others that are desirable and finalize the system requirements that will be incorporated into the procurement document.

Subtask 3.4. Develop Vendor RFP Document
Iteris will prepare the adaptive traffic signal system vendor Request for Proposal (RFP) for the procurement of the system. Iteris will rely on the City to provide any front-end boilerplate language that is typical of the City's RFP process. Iteris will incorporate the City's front-end language and will develop the technical portions for a complete RFP. In addition to the typical front-end components, the RFP will include a project background, a detailed scope of work for the system vendor to carry out, the final system requirements for which the proposer must respond, and a set of evaluation criteria and scoring methodology to help select the system. As part of the vendor work scope in the RFP, requirements for training, on-going support, and warranty will be included that must be performed and provided by the selected system vendor.

Subtask 3.5. Procurement Support
Iteris will support the City during the procurement phase of this task. This will include attending a pre-proposal meeting, providing clarification to vendor questions on the technical portions of the RFP, preparing addenda (if needed), reviewing and analyzing vendor submitted proposals, participating in vendor interviews, and assisting with the system selection recommendation.

Deliverables: *Adaptive System Requirements Document, Vendor RFP Document, Vendor Proposals Evaluation and Documentation*

TASK 4 – FINAL DESIGN

Subtask 4.1. Prepare 60%, 90%, and 100% Plans, Specifications, and Estimates (PS&E)
Iteris will prepare design plans, specifications, and estimates of probable construction costs (PS&E) at the 60%, 90%, and 100% design stages. The plans and specifications will be prepared in accordance with the planned improvements that were identified in the System Concept and the 30% conceptual design. The plans will conform to the requirements of the City, the latest Caltrans Standard Plans and Specifications, and the CA MUTCD.

The plans and specifications will include the traffic signal equipment placement, communications infrastructure, and associated communications equipment. At each progress level, Iteris will submit the PS&E package to the City for review and comments. Upon receiving comments at each progress level, Iteris will coordinate a design review meeting with City staff to discuss the review comments. A comments response matrix will be developed and submitted to the City with each response submittal. The 100% PS&E will include all necessary improvements to be performed by a contractor for a complete and operational system. Plans will be prepared on AutoCAD in English units. It is anticipated that detailed PS&E packages will be prepared for the following items:

- Traffic signal modification plans at 20-scale. Signal equipment and conductor schedule.
- Signal interconnect plans, including conduit, pull boxes, communications cable installation, etc. at 40-scale.
- Communications equipment at 40-scale as part of the interconnect plans.
- Details sheet for any signal and communication infrastructure details (i.e., equipment mounting, conduit, pull box, and splice vaults).
- Detailed communication block diagrams and fiber optic splice diagrams and assignments.

Subtask 4.2. TFCA Grant Application
Iteris will assist the City with preparing the application for the Transportation Fund for Clean Air (TFCA) grant with Alameda CTC. Typically each year, TFCA funding allocation is determined and allocated to Alameda County agencies on a formula basis by Alameda CTC as part of the Program Manager Fund. The City can apply to obtain its TFCA funding allocation for projects that qualify under the Program's guidelines. Based on our understanding, the City is projected to have an estimate of over $600,000 available as potential funding for this project by the next funding cycle, due to the City not having utilized

prior year allocations. Based on the program guidelines, this project will likely qualify for funding under the Arterial Management project type. Projects in this category tie the amount of funding eligible to the effectiveness of the project to improve air quality. We have experience applying for this grant, having applied for funding for this project type for over 10 cycles.

As part of the grant application support, Iteris will collect average daily traffic (ADT) for 7-days (we assume at 2 locations for each corridor) and collect existing average speed along each project corridor. To collect average speed along the corridor, we propose to use our ClearGuide platform which uses probe vehicle data which allows us to collect this data quickly and efficiently. Alternatively, we can also use INRIX data which is made available to all Bay Area public agencies through MTC. We will complete an initial draft of the grant application, along with all supporting documentation such as Forms G and G1 required as part of Arterial Management projects, for the City's review. Having incorporated the City's comments on the draft, we will prepare a final application package that the City can submit to Alameda CTC.

Deliverables: *60%, 90%, and 100% PS&E and Comment Resolution Matrices; Draft and Final TFCA Grant Application and Associated Supporting Documentation*

TASK 5 – BID AND CONSTRUCTION SUPPORT

Iteris will support the City during the bidding and contract award phase including: attend the pre-bid meeting; respond to bidder's questions and RFIs concerning the plans, specifications and estimates prior to bid opening; prepare design modifications; prepare bid addenda; and perform bid analysis to support City staff determination for award of the construction contract.

Iteris will assist the City in providing support during the construction phase of the project including: attend the pre-construction meeting; review contractor submittals for compliance to the project specifications; review fiber optic testing plan and OTDR test results for compliance to the project specifications; respond to contractor RFIs and, if necessary, revise and/or modify plans based on construction changes made in the field; assist the City in preparation of the "punch list;" and prepare "as-built" record drawings from construction manager and contractor's red-lined plans.

Deliverables*: Response to bidder's questions and design modifications (if needed), Bid addenda (if needed), Bid analysis to support City staff recommendation for award of the construction contract, Response to contractor submittals, Response to RFIs, Record drawings*

TASK 6 – SYSTEM INTEGRATION AND VERIFICATION

Based on past project experiences, systems integration is key to the overall success of a project. Services provided during this phase of a project are aimed at ensuring what is constructed and installed by the contractor actually function as intended to meet the project objectives. For example, this project will implement communications that will require device configuration, possibly preparing VLANS and IP addressing for all project equipment, and integration into the City's network. Iteris has developed IP and VLAN schemes for all IP-based equipment deployed as part of numerous ITS and communications projects. As part of this project, Iteris will ensure the proper configuration and setup of new devices that are deployed as part of this project will integrate into the City's existing network infrastructure.

Integration Support**:** Iteris has extensive experience with the expansion and upgrade of existing systems and will ensure the integration of Project devices does not affect operation of existing devices currently operating on any existing City systems. Iteris will be available during the integration phase to resolve problems encountered from the transition of the existing system to the new system. Prior to any integration activities, existing system conditions will be documented so that the current system operation is not impacted due to integration and testing.

Communications Network Configuration**:** Iteris will assist the City with configuration of the network to support the new equipment deployed as part of this project. The network configuration applies to the project field devices to ensure the elements are operational from the City's central office. This includes the development of VLAN and IP addressing schemes for all proposed traffic devices. Iteris will coordinate with the City's IT staff as needed as part of this effort.

Adaptive System Verification**:** Iteris will provide adaptive system deployment oversight support services, including attending pre-deployment meetings, reviewing vendor submittals, ensuring system detectors are properly configured at each intersection, and reviewing vendor's planned system installation and acceptance test procedures. Iteris will assist City staff in an oversight capacity to ensure that the hardware and software procured will be deployed in a manner that meets the system requirements. Iteris will assist City staff with any verification testing performed by the adaptive system vendor to ensure the system provided satisfies the City's RFP requirements.

Baseline Signal Coordination Plans**:** A number of adaptive systems require initial base coordination plans that the system

uses as a starting point for adaptive operations. Depending on the system selected, some may provide the base timing plans as part of their implementation, or may rely on existing base timing plans to be in place. As an optional task, Iteris can prepare base traffic signal coordination plans for each peak period, if needed.

Deliverables: *Support in integrating detection systems; Support in integrating the communications network; Support in configuring detection setup and verification of adaptive operation*

3 | EXPERIENCE PROVIDING SIMILAR SERVICES

Iteris brings to this project vast experience and resources in the planning, design, and deployment of all types of centralized and adaptive signal systems at both a national and local level. Iteris offers a depth of experience that cannot be matched by any other team. This includes expertise in utilizing the FHWA Model Systems Engineering Document for ASCT, FHWA-HOP-11-027 in the development and presentation of the NHI training program for Systems Engineering, as well as developing systems engineering documents for adaptive systems and deployment projects for multiple agencies in the Bay Area. The following highlights our local Bay Area experience with communications interconnect and adaptive signal system projects.

NEXT GENERATION ARTERIAL OPERATIONS PROGRAM (NEXTGEN AOP), METROPOLITAN TRANSPORTATION COMMISSION (MTC) – SAN FRANCISCO BAY AREA, CA

Reference Information	Linda Lee (recently retired), Principal Transportation Engineer, MTC, The Bay Area Metro Center, 375 Beale St., Ste. 800, San Francisco, CA, 94105, (415) 778-5225, llee@bayareametro.gov		
Staff	David Huynh (PM)		
Project Start & Date of Completion	10/2014 – 12/2017	Dollar Amount of the Contract	$406,353

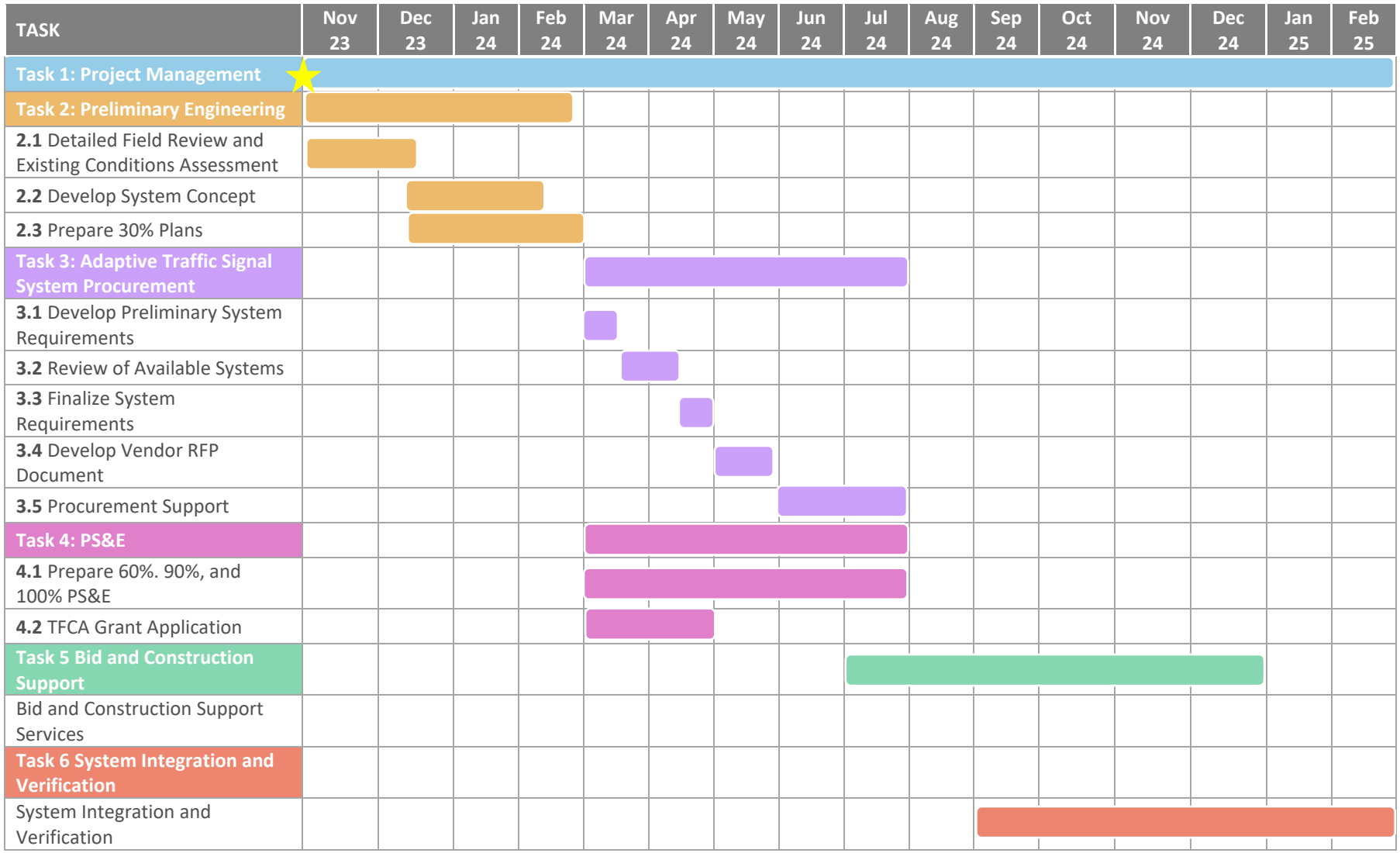
MTC's Next Generation Arterial Operations Program (NextGen AOP) was initiated to assist local agencies in implementing advanced technologies to better manage and operate their arterials. These technologies may include adaptive signal control systems, transit signal priority, real-time traffic monitoring, and other innovative operational strategies. Iteris was selected as the System Engineer responsible for leading the system engineering (SE) process for the three adaptive projects under this program as described in the table below. As part of the SE process, Iteris developed the Systems Engineering Management Plan (SEMP), the Concept of Operations (ConOps), the System Requirements (SysReq), and the Verification Plan for each project. Following the development of the SE documents, Iteris assisted in the preparation of procurement documents (RFP's) for each system, participated in the system selection process (evaluated vendor proposals, participated in vendor interviews, and provided technical support to the evaluation panel), and provided technical oversight and assistance to each agency during system deployment.

PROJECT/AGENCY	PROJECT DESCRIPTION
City of Fremont	**Adaptive signal control system** evaluation and implementation for nine signalized intersections along a 2.2-mile section of Fremont Boulevard between Decoto Road and Mowry Avenue. The project also includes deployment of Bluetooth readers to collect travel time and speeds for performance measurement.
City of Dublin/LAVTA	**Adaptive signal control system** evaluation and implementation for 16 signalized intersections along a 2.9-miles section of Dublin Boulevard. The new adaptive signal control worked with the existing transit signal priority system to improve arterial travel and TSP performance.
AC Transit Line 97 (in the cities of San Leandro, Hayward, Union City and Alameda County)	This multi-jurisdictional project included **adaptive signal control** and transit signal priority (TSP) system evaluation and implementation along AC Transit's Line 97 between the Bayfair BART station in San Leandro and the Union City BART station. The project stakeholders include the City of San Leandro, City of Hayward, Union City, Alameda County, and Caltrans. The project includes deployment of adaptive signal control at 34 signalized intersections along the Hesperian Blvd. portion of the corridor and deployment of TSP at all 61 signalized intersections along Hesperian Blvd., Union City Blvd., Alvarado Blvd., Alvarado-Niles Rd., and Decoto Rd.

TRAFFIC MANAGEMENT SYSTEM– CITY OF DALY CITY, CA

Reference Information	Shirley Chan, Traffic Engineer, City of Daly City – Engineering Division, 333 90th Street Daly City, CA 94015, (650) 991-8231, schan@dalycity.org

5 | SCHEDULE



Notice to Proceed
Schedule assumes a 2-week City review for deliverables.

EXHIBIT B

PAYMENT

6 | COST PROPOSAL

		TASK	ITERIS										TOTAL HOURS	TOTAL COST	ODC
			David Huynh, PE Project Manager	Steven Bradley, PE Principle-in-Charge	Matt Wages, PE Task Leader	Shruti Shrivastava Task Leader	Jason Xu, PE Project Engineer	Tuan Nguyen Project Engineer	Kassra Rafiee Project Engineer	Jose Castellanos, IMSA Project Engineer	Evan Shipley Project Engineer	Delbert Smith-Lavezzari Project Engineer			
		Hourly Rates	$335	$400	$270	$217	$265	$206	$140	$170	$163	$153			
DESIGN	Task 1	**Project Management**	**24**	**4**	**10**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**48**	**$ 14,510**	**$ -**
		Project Management	24	4	10	10							48	$ 14,510	
	Task 2	**Preliminary Engineering**	**40**	**0**	**72**	**28**	**10**	**0**	**76**	**20**	**60**	**60**	**366**	**$ 74,566**	**$ 1,600**
	2.1	Detailed Field Review and Existing Conditions Assessment	8		12	4			26	20	20	20	110	$ 20,148	$ 1,600
	2.2	Develop System Concept	20		24	24	10		10				88	$ 22,438	
	2.3	Prepare 30% Plans	12		36				40		40	40	168	$ 31,980	
	Task 3	**Adpative Traffic Signal System Procurement**	**49**	**0**	**0**	**49**	**28**	**0**	**0**	**0**	**0**	**0**	**126**	**$ 34,468**	**$ -**
	3.1	Develop Preliminary System Requirements	10			10	4						24	$ 6,580	
	3.2	Review of Available Systems	15			15	12						42	$ 11,460	
	3.3	Finalize System Requirements	4			4	4						12	$ 3,268	
	3.4	Develop Vendor RFP Document	8			8	4						20	$ 5,476	
	3.5	Procurement Support	12			12	4						28	$ 7,684	
	Task 4	**Final Design**	**28**	**0**	**80**	**20**	**0**	**0**	**100**	**0**	**70**	**70**	**368**	**$ 71,440**	**$ 2,700**
	4.1	Prepare 60%, 90%, and 100% PS&E	16		80				100		70	70	336	$ 63,080	
	4.2	TFCA Grant Application (includes data collection)	12			20							32	$ 8,360	$ 2,700
		SUB-TOTAL	**141**	**4**	**162**	**107**	**38**	**0**	**176**	**20**	**130**	**130**	**908**	**$ 194,984**	**$ 4,300**
													ODCs	**$ 4,300**	
													DESIGN SUB-TOTAL	***$ 199,284***	
POST-DESIGN	Task 5	**Bid and Construction Support**	**12**	**0**	**26**	**0**	**0**	**0**	**26**	**0**	**0**	**0**	**64**	**$ 14,680**	**$ 400**
		Bid and Construction Support	12		26				26				64	$ 14,680	$ 400
													0	$ -	
	Task 6	**System Integration and Verification**	**12**	**0**	**16**	**20**	**0**	**24**	**15**	**15**	**0**	**0**	**102**	**$ 22,274**	**$ 900**
		System Integration and Verification	12		16	20		24	15	15			102	$ 22,274	$ 900
													0	$ -	
		SUB-TOTAL	**24**	**0**	**42**	**20**	**0**	**24**	**41**	**15**	**0**	**0**	**166**	**$ 36,954**	**$ 1,300**
													ODCs	***$ 1,300***	
													POST-DESIGN SUB-TOTAL	***$ 38,254***	
													PROJECT TOTAL	**$ 237,538**	

EXHIBIT C

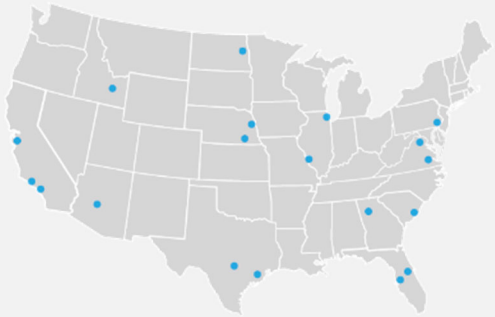
QUALIFICATIONS

Canyon Road and Dougherty Road. The project included detailed field inspection of existing infrastructure to leverage use of existing conduit and communications equipment to deploy a new 288-strand trunk line cable. The project is a key first step in executing the City's ITS Master Plan. Our team prepared all Plans, Specifications, and Estimates (PS&E) in coordination with an adjacent and concurrent project, assisted the City with bid preparation, and provided support during construction.

4 | STAFFING, TEAM EXPERIENCE

FIRM PROFILE

Iteris is the market leader in smart mobility infrastructure management since 1987. Iteris' has 16 offices with 460 staff members nationwide. Iteris team members are experts in the fields of transportation planning, traffic engineering, and ITS. Knowledge of these practice areas enables Iteris to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance measurement/monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience.



Our project team includes IDAX, as a subconsultant, for traffic data collection. IDAX was created in 2013 and is a data solutions company led by a team of accomplished industry experts. IDAX's goal is to apply efficient and creative solutions to cost-consciously collect data that can be utilized to help solve transportation challenges. They use the latest data acquisition technologies, and partner with technology leaders to acquire data and deliver it accurately, economically, and in customizable formats. Iteris and IDAX have a great working relationship having teamed together on multiple projects including MTC's Program for Arterial Signal Synchronization (PASS) projects and City of Emeryville On-Call.

ORGANIZATIONAL CHART

NEWARK california

Key Staff (*)
◆ *Technical Lead*

DAVID HUYNH, PE*
Project Manager

STEVEN BRADLEY, PE*
Principal-in-Charge

PS&E Preparation & Post Design Support	Adaptive Signal System Procurement & Deployment Support
Matt Wages, PE* ◆	***Shruti Shrivastava**** ◆
Kassra Rafiee *Evan Shipley* *Delbert Smith-Lavezzari* *IDAX*	*Jason Xu, PE, PTOE, PMP* *Jose Castellanos, IMSA* *Tuan Nguyen, CCDP, CCNP, CCNA*

KEY PERSONNEL

Full resumes are provided in the appendix.



David Huynh, PE
Project Manager

Mr. Huynh brings over 26 years of transportation experience having worked in both the public and private sectors with a focus on traffic engineering, design, Intelligent Transportation System (ITS), operations, signal systems, communications design, Transit Signal Priority (TSP) design and implementation, connected vehicle development and implementation, and systems engineering. Relevant project experience includes:

- Fremont Boulevard Adaptive System – Fremont, CA
- Hesperian Boulevard Adaptive System (Line 97 TPI) – Alameda County, CA
- Traffic Management System Upgrade –Daly City, CA
- Dublin Boulevard Adaptive System – Dublin, CA
- MTC IDEA Category 2 Projects System Engineer – San Francisco Bay Area, CA



Steven Bradley, PE
Principal-in-Charge

Mr. Bradley serves as a Vice President for Iteris' Mobility Consulting Solutions and has been with the firm since 2015. He has a broad background in transportation systems development and integration with experience in designing and deploying projects involving a variety of Intelligent Transportation Systems (ITS) technologies, including communications, traveler information and traffic management systems for application in the traffic and transit environments. Relevant project experience includes:

- Downtown Adaptive Traffic Signal Control System – Santa Ana, CA
- OCTA, I-405 Design-Build Improvement Project – Orange County, CA
- I-80 Integrated Corridor Mobility (ICM) Project – Alameda County, CA



Matt Wages, PE
Task Lead

Mr. Wages serves as a Lead Engineer for Iteris' Mobility Consulting Solutions division and has been with the firm since August 2019. He has more than 15 years of hands-on technical and project management experience in many areas of Intelligent Transportation Systems (ITS), traffic engineering and design, traffic signal timing and systems integration. Mr. Wages' main focus is in the areas of advanced technologies for ITS, including: transportation management systems, communications networks, Closed-Circuit Television (CCTV) systems, bus rapid transit (BRT) and transit signal priority (TSP), and railroad and emergency vehicle preemption systems. Relevant project experience includes:

- Smart Signals Field Improvements Design - Los Gatos, CA
- San Ramon Fiber Design –San Ramon, CA
- GAP and Tasman Drive Traffic Signal Interconnect - Santa Clara, CA



Shruti Shrivastava
Task Lead

Ms. Shrivastava serves as a Senior Engineer for Iteris' Mobility Consulting Systems division and has been with the firm since September 2022. She has over 9 years of experience working in the fields of traffic engineering and transportation planning. She has experience with traffic signal timing and coordination projects, corridor and freeway capacity and operational analysis, along with performing statistical analysis of performance metrics such as traffic volumes, accident data, and identifying trends and travel behaviors. Relevant project experience includes:

- MTC Program for Arterial Signal Synchronization (PASS) – San Francisco Bay Area, CA
- On-Call Traffic Signal & Central Signal System Operations – Emeryville, CA
- On-Call Signal Timing/ATMS.now & Traffic Operations – Concord, CA

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

STAFF REPORT
Item D. 13.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution approving a side letter with the Newark Police Management Association and approving an amendment to the salary schedule for the classification of Community Engagement Manager

SUMMARY AND RECOMMENDATION

A salary review was conducted for the vacant position of Community Engagement Manager prior to the release of a recruitment. Staff recommends City Council approve a resolution approving a side letter with the Newark Police Management Association and approving an amendment to the salary schedule for the classification of Community Engagement Manager.

BACKGROUND

It is customary to review duties, compensation, and organizational structure when positions become vacant, before a recruiting effort begins. The Community Engagement Manager position was vacated August 11, 2023. The City created this position in 2018 to conduct public education and outreach programs, and handle public relations and communications for the Police Department. The Community Engagement Manager job description does not include supervisory duties. Currently, supervision of volunteers and support staff, such as Community Service Officers, are the responsibility of sworn officers.

DISCUSSION/ANALYSIS

When the Community Engagement Manager (CEM) position was vacated in August 2023, staff evaluated the essential duties and responsibilities of the position, conducted a survey in our ten-City labor market to compare classification and compensation, and reviewed internal compensation relationships. The CEM works closely with Police Department volunteers and as a manager it is appropriate for the CEM to have supervisory duties. The City modified the job description to include further job duties including supervisory duties. To relieve a sworn position of supervisory duties related to volunteers and have the CEM supervise police department volunteers is a reasonable addition to the CEM class specification and expectations of the position. Additionally, Community Services Officers may be assigned to assist the CEM on a regular basis. Therefore, extending the CEM's supervisory duties to non-sworn police support staff

would also support police operations by sharing supervision with a sworn officer.

With the addition of these supervisory duties, the CEM's compensation was reviewed. The most recent labor market survey was updated, and internal compensation relationships within non-sworn police staff and other department managers and their direct reports were evaluated. These reviews supported a salary range change from 10 to 12 to bring the CEM total compensation up to the market average and assign an appropriate salary range based on job duties and scope of work in relation to other City positions.

FISCAL IMPACT

There is no fiscal impact in Fiscal Year 2024. Due to the current vacancy in the Community Engagement Manager position, the fiscal impact will be absorbed with salary budget savings. Future years' salary costs will be requested as part of 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

CEM Resolution

Side letter Community Engagement Manager

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWARK AND THE NEWARK POLICE MANAGEMENT ASSOCIATION; AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City conducted labor market and internal compensation relationships surveys for the classification of Community Engagement Manager in preparation for a recruitment; and

WHEREAS, the surveys justify an increase to the salary range of the Community Engagement Manager classification from range 10 to range 12; and

WHEREAS, the current Memorandum of Understanding between the City and NPMA, effective July 1, 2022 through June 30, 2025, is currently in effect (the "MOU"); and

WHEREAS, the City Manager or designee has met and conferred in good faith with the representatives of NPMA related to the above matter; and

WHEREAS, the City has considered and determined that the proposed side letter is proper and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves and adopts a side letter to the MOU, attached hereto and incorporated herein by reference, effective November 9, 2023 and authorizes the City Manager to execute the side letter and to take such further actions as may be necessary to implement the side letter to the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule, effective November 9, 2023 as follows:

	Minimum				Maximum		
Classification	Hourly	Biweekly	Annual		Hourly	Biweekly	Annual
Community Engagement Manager	~~54.27~~ 59.83	~~4,341.60~~ 4,786.40	~~112,881.60~~ 124,446.40	Range ~~10~~ 12	~~65.12~~ 71.80	~~5,209.60~~ 5,744.00	~~135,449.60~~ 149,344.00

City of Newark

City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Management Association Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: October 25, 2023

This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2022 - June 30, 2025 Memorandum of Understanding (MOU). The purpose of this side letter is to address salary of the classification of Community Engagement Manager. This side letter will become effective upon approval by the City Council.

The proposed change to the above referenced MOU is the following:

1. Repeal and replace Range "10" in Section IV. COMPENSATION with Range "12" for the classification of Community Engagement Manager.

Dated: _____

For the City of Newark:

_____
David J. Benoun, City Manager

For the Newark Police Management Association Employees:

_____
Jonathan Arguello, President

STAFF REPORT

Item D. 14.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution approving a compensation plan for certain positions in the exempt service employee group to amend the Temporary Classifications Schedule of Hourly Wage Rates, and revoking the previous resolution in conformance with California Code of Regulations, Title 2, Section 570.5

SUMMARY AND RECOMMENDATION

Staff annually reviews and recommends changes to the salary schedule for temporary employees. Staff recommends that the City Council, by resolution, adopt a compensation plan for certain positions in the exempt service employee group to amend the Temporary Classifications Schedule of Hourly Wage Rates in conformance with California Code of Regulations, Title 2, Section 570.5 effective January 1, 2024, and revoke Resolution 11,426.

BACKGROUND

The Temporary Classifications Schedule of Hourly Wage Rates provides a list of hourly wage rates for certain temporary classifications, including CalPERS Annuitants. City staff conducts an annual review of temporary classification wage rates in order to remain in compliance with minimum wage laws and maintain alignment across wage ranges. Following any adjustments required due to minimum wage laws, the remaining temporary classifications are reviewed to ensure that they maintain similar compensation relationships with other related temporary and regular full-time positions. Compensation surveys are also conducted at times to ensure the City remains competitive in the job market when recruiting for positions critical to providing City services.

DISCUSSION/ANALYSIS

Due to scheduled increases in the California minimum wage, the temporary classification minimum hourly ranges must be increased to the new minimum of $16.00 per hour, effective January 1, 2024. This impacts six classifications that require an increase to the minimum hourly range rate of fifty cents. This change does not guarantee a salary increase for all temporary employees, as many employees already earn an hourly rate of $16.00 or more.

To ensure that the City remains competitive in the job market, staff also recommends that the starting hourly rates for all recreation, office, and maintenance related positions be increased $2.00 - $6.50 per hour. Similar to the minimum wage increase, this will not impact all temporary employees, as some employees already earn an hourly rate above the proposed minimum rates. While staff recommends a minimum hourly rate increase for certain positions, staff recommends that the maximum pay rates for the following positions remain at their current levels: Activity Coordinator, Aquatics Instructor, Intern, Lifeguard, Office Assistant, Recreation Instructor, Recreation Leader, and Senior Lifeguard. Staff recommends the maximum hourly rate for the following classifications increase by $2.00: General Maintenance Worker, Customer Service Representative, Pool Service Technician, Preschool Instructor, and Senior Customer Service Representative.

In addition, staff recommends retitling the current classification of Aquatics Instructor to Aquatics Instructor I and adding a new classification of Aquatics Instructor II. The distinction between the two classifications would be the level of certification required: the Aquatics Instructor II classification will require American Red Cross' Water Safety Instructor certification while the first level Aquatics Instructor will receive staff provided training.

FISCAL IMPACT

Outside of the Recreation and Community Services Department, the costs are de minimus. The Recreation and Community Services Department will use FY2024 temporary personnel budget savings to absorb the estimated $9,400 cost.

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 - Temporary Classifications Salary Schedule

Exhibit A - Temporary Classifications Salary Schedule

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ADOPTING A COMPENSATION PLAN FOR CERTAIN POSITIONS IN THE EXEMPT SERVICE EMPLOYEE GROUP TO AMEND THE SCHEDULE OF HOURLY WAGE RATES FOR TEMPORARY CLASSIFICATIONS EFFECTIVE JANUARY 1, 2024 AND REVOKING RESOLUTION NO. 11,426.

WHEREAS, the Schedule of Temporary Classifications provides a list of hourly wage rates for temporary positions; and

WHEREAS, due to a scheduled increase in the state of California minimum wage effective January 1, 2024, the Schedule was reviewed to identify recommendations for minimum wage compliance; and

WHEREAS, the Schedule was also reviewed to ensure classifications remain in use and compensation relationships are maintained; and

WHEREAS, the Schedule was reviewed and adjustments made to ensure the City maintains competitiveness in the job market.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby adopts the Temporary Classifications Schedule for Hourly Rate Ranges effective January 1, 2024, as attached in Exhibit A, for certain positions in the Exempt Service.

BE IF FURTHER RESOLVED that Resolution Number 11,426 is hereby revoked effective January 1, 2024, and if any provisions contained herein are found to be in conflict with provisions of any other resolutions, the provisions herein shall prevail.

City of Newark, CA
TEMPORARY CLASSIFICATIONS
Schedule of Hourly Rate Ranges Effective January 1, 2024~~3~~

Position	**Hourly Rate Range**	
	Minimum	Maximum
Activity Coordinator	~~17.00~~19.00	25.00
Aquatics Instructor I	~~17.00~~19.00	25.00
Aquatics Instructor II	20.00	28.00
Customer Service Representative	~~15.50~~18.00	~~20.00~~22.00
Engineering Aide	24.50	34.00
General Maintenance Worker	~~15.50~~22.00	~~25.00~~27.00
Intern	~~15.50~~18.00	25.00
Lifeguard	~~17.00~~19.00	25.00
Office Assistant	~~15.50~~19.00	26.00
Planning Commissioner	75.00	per meeting
Police Services Aide *	15.50	26.00
Police Officer Trainee	50.00	
Pool Service Technician	~~18.00~~21.00	~~25.00~~27.00
Preschool Instructor	~~17.50~~20.00	25.00
Professional Services Specialist	50.00	125.00
Recreation Instructor	~~16.50~~20.00	35.00
Recreation Leader	~~15.50~~18.00	23.00
Senior Customer Service Representative	~~18.00~~22.00	~~25.00~~27.00
Senior Lifeguard	~~19.00~~22.00	30.00
Special Assistant	30.00	75.00

Temporary staff may be hired into any existing job classification within the City's classification plan, commensurate with the work being performed by the temporary position. The temporary hourly pay rate will remain the same as the hourly rate of the applicable job classification posted in the City's salary schedule, employee agreements or compensation plans.

**The Police Services Aide position is eligible to receive a uniform allowance, paid biweekly up to $100 per fiscal year.*

Resolution No. ~~11,426~~

STAFF REPORT
Item D. 15.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Michelle Villanueva, Senior Accountant
SUBJECT	Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with Lance, Soll & Lunghard, LLP (LSL), Certified Public Accountants, for professional auditing services

SUMMARY AND RECOMMENDATION

Lance, Soll & Lunghard, LLP (LSL) has served as the City of Newark's independent auditor for the past three fiscal years. The City's contract with the firm will expire in FY 2025. The agreement is for a term of four fiscal years with the option to renew on a year-by-year basis for two additional years, subject to satisfactory performance.

LSL is highly qualified to continue to provide both independent audit services to the City and to implement new GASB pronouncements due to their experience, qualifications, and demonstrated ability. The firm meets the independence standards of the U.S. General Accounting Office Government Auditing Standards.

If the past performance of LSL was unsatisfactory, staff would have undertaken a full-scale competitive process for a new selection of independent auditors. Given the firm's ability to deliver excellent auditing services for the past three fiscal years, staff is now seeking the contracting authority to exercise the two optional years. The additional two years were contemplated in the original agreement previously approved by the City Council in May 2019.

Staff further recommends that the City Council increase the not-to-exceed amount from $347,927 to $523,858.

BACKGROUND

The Government Finance Officers Association (GFOA) best practices recommend that local governmental entities obtain independent audits of their financial statements performed in accordance with Governmental Accounting Standards Board (GASB) standards. GFOA best practices also recommend Governmental entities undertake a competitive process for the selection of independent auditors to enter into multiyear agreements of at least five years in duration. Multiyear agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Properly performed audits play a vital role in helping to preserve the

integrity of the public finance functions.

While previous best practices suggested rotation of independent auditors at the end of each multiyear agreement, the frequent lack of competition among audit firms fully qualified to perform public-sector audits realistically makes the policy of mandatory audit firm rotation counterproductive.

In such cases, if the past performance of the current auditors has proven satisfactory, recent best practice now recommends that governmental entities may consider requesting that senior engagement staff, such as engagement partners and senior managers, be rotated to provide a fresh perspective instead of replacement of the audit firm.

DISCUSSION/ANALYSIS

In April 2019, the City issued a Request for Proposals (RFP) for professional auditing services. Six qualified firms responded to this RFP and were interviewed by a team of three staff members. Lance, Soll, & Lunghard, LLP (LSL) provided the most comprehensive proposal and interview presentation that satisfied the stated selection criteria. The City awarded a multi-year contractual services agreement with Lance, Soll & Lunghard, LLP (LSL) for professional auditing services with a not-to-exceed amount of $347,927.

LSL's value-based pricing strategy, experience, staff qualifications, audit plan approach to operating as an extension of our organization and demonstrated commitment to internal control established LSL as the most qualified proposer. If the past performance of LSL was unsatisfactory, staff would have undertaken a full-scale competitive process for a new selection of independent auditors. Given the firm's ability to deliver excellent auditing services for the past three fiscal years, staff is now seeking the contracting authority to exercise the two optional years. The additional two years were contemplated in the original agreement previously approved by the City Council in May of 2019.

FISCAL IMPACT

The not-to-exceed amount of $347,927 was based on the first four years of service with LSL. The agreement included two optional years, to continue service for FY 2024. Staff is now seeking Council authorization to increase the not-to-exceed amount by $175,931 to exercise the two options years to cover service for FY 2024. There is sufficient budget allocated in the 2022-2024 Biennial Budget and Capital Improvement Plan.

REVIEW AND APPROVAL

Prepared by - Michelle Villanueva, Senior Accountant
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Contract Amendment #1
868_Resolution_LSL Amend-1

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND LANCE, SOLL & LUNGHARD, LLP (LSL)

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Lance, Soll & Lunghard, LLP ("Consultant") (sometimes referred to as "Parties") dated May 23, 2019 (the "Agreement"), is entered into for professional auditing services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of professional auditing services; and

WHEREAS, Section 25, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $175,931, for a total not to exceed amount of $523,858 (from a previous not to exceed amount of $347,927.).

2. With the exception of the foregoing, all other terms and conditions in the Agreement, remain in force and effect.

City of Newark

_____

David J. Benoun
City Manager

Dated: _____

Consultant

_____

Brandon Young, Partner
Lance, Soll & Lunghard, LLP

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP (LSL), CERTIFIED PUBLIC ACCOUNTANTS

WHEREAS, the City of Newark awarded a Multi-Year Contractual Service Agreement (Agreement) to Lance, Soll & Lunghard, LLP (LSL) for professional auditing services; and

WHEREAS, the Agreement through June 30, 2022 had an original not-to-exceed amount of $347,927; and

WHEREAS, based on satisfactory performance, staff elected to continue service with LSL for the two optional years through June 30, 2024; and

WHEREAS, staff recommends increasing the not-to-exceed by $175,931.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves Amendment No. 1 with LSL to increase the existing not-to-exceed amount by $175,931 to a new total not-to-exceed amount of $523,858.

STAFF REPORT
Item D. 16.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Jayson Imai, Assistant City Engineer
SUBJECT	Adopt a resolution approving a Project Specific Funding Agreement with Alameda County Transportation Commission for the design and construction phases of Central Avenue Overpass, Project 1014

SUMMARY AND RECOMMENDATION

On December 12, 2013, the City Council approved a Project Specific Funding Agreement with Alameda County Transportation Commission (ACTC) for the preliminary engineering, environmental studies, and design phases of Central Avenue Overpass, Project 1014. Subsequently, on December 10, 2015, and April 27, 2017, the City Council approved Amendment No. 1 and Amendment No. 2 to the Project Specific Funding Agreement, respectively, each time extending the term of the Agreement to align with the updated project schedule.

ACTC is now requesting that the City enter into a new Project Specific Funding Agreement for the Central Avenue Overpass Project to reflect the updated project schedule and reallocated specific phased funding amounts.

Staff recommends that the City Council adopt a resolution approving the Project Specific Funding Agreement with ACTC for the preliminary engineering, environmental, final design, right-of-way, and construction phases of Central Avenue Overpass, Project 1014.

BACKGROUND

Central Avenue Overpass, Project 1014, will remove the existing at-grade Union Pacific Railroad (UPRR) crossing on Central Avenue between Sycamore Street and Morton Avenue and construct a new multi-span structure over the existing railroad which will include a four-lane roadway with bicycle and pedestrian sidewalk facilities. The City is under contract with Consor North America, Inc. (Consor), formerly Quincy Engineering, Inc., to provide professional engineering services for the design and right-of-way phases for the Central Avenue Overpass Project. Consor and its sub-consultants have completed a significant amount of work to date. This includes, but is not limited to, extensive geotechnical investigations; surveying; detailed utility locating; traffic studies; coordination with UPRR; coordination with all affected utility agencies, businesses, and property owners; overpass structure design; and

right-of-way services.

Central Avenue provides critical local east-west access through Newark and serves as a regional bypass route for State Route 84 and Interstate 880 traffic congestion in the Dumbarton Corridor. At-grade railroad tracks (two mainline tracks under the ownership of UPRR plus two spur tracks) currently cross Central Avenue causing frequent delays. The train tracks accommodate both freight and commuter train traffic and serve a nearby switching yard for UPRR. There are currently up to 39 train conflicts per day at this location based on historical counts. The Central Avenue Overpass Project will construct a grade separation structure at the railroad crossing resulting in relief of traffic congestion within the Dumbarton Corridor. This will provide enhanced vehicular, bicycle and pedestrian safety, improved emergency response times, and elimination of conflicts between rail traffic and the general public.

Professional services for the preliminary engineering/environmental, final design and right-of-way phases of the Project are funded through a Project Specific Funding Agreement with ACTC. The original Project Specific Funding Agreement was approved by City Council on December 12, 2013. This Agreement was required as a part of the Master Agreement for the City to receive Measure B funding for project development and design. Subsequently, on December 10, 2015, and April 27, 2017, the City Council approved Amendment No. 1 and Amendment 2 to the Project Specific Funding Agreement, respectively, each time extending the term of the Agreement to align with the updated project schedule.

DISCUSSION/ANALYSIS

Staff has been continuously working with ACTC to update the completion dates for the preliminary engineering and design phases of the Central Avenue Overpass Project. There have been many unexpected delays to the project schedule, including design complexities resulting from extremely poor soil conditions in the project area and most recently, difficulties coordinating utility relocation with multiple utility agencies. An updated Project Schedule is provided below.

Project Phase	Begin	End
Overpass & Roadway Design	--	Summer 2024
Utility Relocation Design	Fall 2022	Winter 2023
Right-of-Way Negotiations	Summer 2023	Spring 2024
UPRR Crossing Agreements	Fall 2023	Spring 2024
Fiber Utility Relocation	Fall 2023	Spring 2024
Joint Trench & Utility Undergrounding	Spring 2024	Winter 2024
Central Ave Overpass Construction	Spring 2025	Spring 2027

In December 2021, City Council approved Task Order No. 2 with Quincy Engineering (now Consor) for additional design services for the Central Avenue Project necessitated by the unforeseen design complexities. Subsequently, in April 2022, ACTC approved, with its 2022 Comprehensive Investment Plan Update, a redistribution of the funds allocated towards the Central Avenue Overpass Project. The restructuring of funds was required to reallocate specific phased funding amounts required to support Consor's additional design services but did not increase or decrease the total amount allocated to the project.

ACTC is now requesting that the City enter into a new Project Funding Agreement for the Central Avenue Overpass Project to reflect the updated project schedule and reallocated specific phased funding amounts.

Staff recommends that the City Council adopt a resolution to approve the Project Specific Funding Agreement with ACTC for the preliminary engineering, environmental, final design, right-of-way, and construction phases of Central Avenue Overpass, Project 1014.

FISCAL IMPACT

There is no fiscal impact at this time. The new Project Funding Agreement amount remains the same as the original Project Specific Agreement approved on December 13, 2013.

REVIEW AND APPROVAL

Prepared 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

Central Avenue Overpass Resolution

Project Specific Funding Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE PROJECT SPECIFIC FUNDING AGREEMENT WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR THE PRELIMINARY ENGINEERING/ENVIRONMENTAL, FINAL DESIGN, RIGHT OF WAY AND CONSTRUCTION PHASES OF CENTRAL AVENUE OVERPASS, PROJECT 1014

WHEREAS, pursuant to Resolution No. 10,147 the City Council approved a Project Specific Funding Agreement with the Alameda County Transportation Commission (ACTC) for Central Avenue Overpass, Project 1014 (the Project); and

WHEREAS, pursuant to Resolution No. 10,432 the City Council approved Amendment No. 1 to the Project Specific Funding Agreement with ACTC for the Project; and

WHEREAS, pursuant to Resolution No. 10,619 the City Council approved Amendment No. 2 to the Project Specific Funding Agreement with ACTC for the Project; and

WHEREAS, ACTC has requested the City to enter into a new Project Specific Funding Agreement for the Project to reflect the updated project schedule and reallocated specific phased funding amounts.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the Project Specific Funding Agreement with ACTC for the preliminary engineering/environmental, final design, right-of-way and construction phases of the Project (the Agreement) and authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution.

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF NEWARK
for the
DUMBARTON CORRIDOR IMPROVEMENTS – CENTRAL AVENUE OVERPASS PROJECT

This Project Funding Agreement ("AGREEMENT"), dated for reference purposes only as of April 27, 2017, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF NEWARK, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

☒ 2000 Measure B
☐ 2014 Measure BB
☐ Vehicle Registration Fee
☐ Transportation Fund for Clean Air
☒ CMA TIP

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax. The proceeds from the 1986 Measure B tax have been and continue to be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, capital projects funded wholly or in part by 1986 Measure B funds are still being delivered using these funds.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax to be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax.. The proceeds from the 2000 Measure B tax have been and continue to be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on

each annual motor-vehicle registration in Alameda County, starting with registrations effective July 2011 with collection beginning in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC receives these funds from the Bay Area Air Quality Management District ("BAAQMD"), and then distributes these funds on a reimbursement basis to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS". Requirements related to 2000 Measure B, VRF and 2014 Measure BB Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB Transportation Expenditure Plans are covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this AGREEMENT shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set

forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

   a. Appendix A: Project Control Information
   b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
   c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
   d. Appendix D: Local Business Contract Equity Program
   e. Appendix E: Deliverables and Due Dates
   f. Appendix F: Project Performance Measures
   g. Appendix G: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any change that requires an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended in writing or the parties execute a separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as identified in either Appendix A: Project Control Information or Appendix G: Transportation Fund for Clean Air Policies and Requirements, as applicable. The amount of sale proceeds required to be returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency which receives DLD funding shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT unless staff costs are specifically identified as eligible in Appendix A: Project Control Information. Staff costs included in Appendix A are limited to project implementation costs. Staff costs related to the administration of this AGREEMENT including preparation of requests for reimbursement or progress reports are ineligible for reimbursement. PROJECT SPONSOR staff costs funded by other sources can be included in the total cost for the purpose of meeting the cost and risk sharing provisions of this AGREEMENT.

9. PROJECT SPONSOR staff costs eligible for reimbursement may include the individual's actual hourly wage plus a fringe benefit rate, as approved by a cognizant agency or an independent auditor, of up to a maximum of 70% of the hourly wage. Staff costs also may include direct costs including contracted services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. PROJECT SPONSOR overhead, or "indirect," costs are not eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer all professional services contracts for PROJECT work not performed by PROJECT SPONSOR.

13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panel for the selection of all professional consultants, and furnish drafts of all professional services contracts, upon ALAMEDA CTC's request.

14. All locally funded contracts approved by PROJECT SPONSOR, funded wholly or in part with Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC, except for contracts that also include state and/or federal funds or contracts funding non-capital projects (e.g., transit operations), are required to comply with ALAMEDA CTC's Local Business Contract Equity (LBCE) Program as listed and described in Appendix D: Local Business Contract Equity Program Requirements. PROJECT SPONSOR shall comply with the reporting requirements set forth in the LBCE Program and provide the required information to ALAMEDA CTC in accordance with Appendix D for all contracts partially or wholly funded by ALAMEDA CTC, whether or not the specific contract is subject to the LBCE Program.

15. PROJECT SPONSOR shall require insurance coverage that names ALAMEDA CTC, its governing body, officers, employees and consultants as additional insureds of the PROJECT SPONSOR, professional services consultants and subconsultants, construction services contractors and subcontractors, volunteer service individuals, and any other contractors or subcontractors involved with the PROJECT on all insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall keep and maintain insurance certificates and policy endorsements evidencing the policies on file, and furnish the same to ALAMEDA CTC upon request. ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall also comply with the insurance requirements specified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports describing the current status of the PROJECT. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall include PROJECT status information such as the scope of work completed to date, total costs incurred, future actions, project performance, issues identification, changes to scope or schedule, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not

incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR requests reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract value of $50,000 or greater, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC prior to ALAMEDA CTC authorizing reimbursement of such costs. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right-of-way and/or the relocation or protection of utility facilities.

19. PROJECT SPONSOR shall keep all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements in one central location for a period of not less than five (5) years after the later of (i) ALAMEDA CTC's payment of the final invoice, (ii) the PROJECT SPONSOR'S submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT, and (iii) the end of the PROJECT'S established "Years of Effectiveness" period (as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements) if any TFCA funds are provided under this AGREEMENT.

a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report. The same access also shall be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publicly distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through

this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.

b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.

d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.

e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under this Section I.20 due to extraordinary circumstances.

21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regards to its receipt of ALAMEDA CTC ADMINISTERED FUNDS, compliance audit findings, and usage of ALAMEDA CTC ADMINISTERED FUNDS before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout, and at least until the conclusion of, its "Years of Effectiveness" as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC. The required content for the TFCA Final Report is identified in the TFCA Final Report Form referenced in Appendix G.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.

3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.

4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.

5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are compliant with this AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT or between activities in the same phase of the PROJECT, so long as each of the following occurs: 1) PROJECT SPONSOR submits a written amendment request that provides revised and updated Appendix A: Project Control Information forms documenting the requested funding obligation shift and demonstrating to ALAMEDA CTC's satisfaction that the phase or activity from which the funds were shifted remains fully funded, and 2) the parties execute an amendment to this AGREEMENT incorporating the revised and updated Appendix A forms as described above, which amendment shall be approved by ALAMEDA CTC pursuant to applicable ALAMEDA CTC policies.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs for staff dedicated directly to project implementation, management, oversight, and/or project development and may include direct costs including contracted services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Reimbursable costs will be limited to the costs shown in Appendix A: Project Control Information. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT are ineligible for reimbursement pursuant to this AGREEMENT. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

5. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

6. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

7. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix G: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

8. The laws of the State of California shall govern this AGREEMENT.

9. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

10. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

11. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Appendix A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage.

12. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

13. Request for Reimbursements submitted after the Agreement Expiration Date identified in Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will be ineligible for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC.

ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

14. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.15(a) through Section III.15(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which references the revised Policies.

15. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.15(a) and Section III.15(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within five (5) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such five (5) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.

b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property".

c. If the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (d) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.

f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

16. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. PROJECT SPONSOR shall submit documentation of the final order of condemnation settlement within ninety (90) days after the date of the court recording of the final order of condemnation. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account within one (1) year of the final order of condemnation.

17. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

18. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following (and net of any relocation payments provided by other sources):

a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.

b. The cost of damages to owners of the remainder of real property not actually taken but injuriously affected by PROJECT.

c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.

e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

19. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

20. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

21. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by

ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

22. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

23. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

24. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

25. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections I.7, I.19, III.20 and III.21 shall survive the termination or expiration of this AGREEMENT.

26. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

CITY OF NEWARK
(PROJECT SPONSOR)

By: _____

David J. Benoun Date
City Manager

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____

Tess Lengyel Date
Executive Director

Recommended

By: _____

Gary Huisingh Date
Deputy Executive Director of
Capital Projects

Reviewed as to Budget/Financial Controls:

By: _____

Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal Form:

By: _____

Kristopher Kokotaylo, Esq Date
Legal Counsel to the CITY OF NEWARK

Approved as to Legal Form:

By: _____

Fennemore Wendel Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

APPENDIX A: PROJECT CONTROL INFORMATION

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Note: Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
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APPENDIX A-1

PROJECT DESCRIPTION

Project Description:

The Project will construct a four-lane grade separation at the Central Avenue and Union Pacific Railroad Crossing between Sycamore Street and Morton Avenue.

This project is implemented as a portion of the overall Dumbarton Corridor Improvements Project, a Measure B capital project. Central Avenue provides a critical east-west route through the City of Newark and also serves as a bypass for regional traffic using Route 84 and Interstate 880 to traverse the Dumbarton Bridge corridor.

Improvements are designed to relieve traffic congestion within the Dumbarton Corridor, provide enhanced vehicle, bicycle and pedestrian safety, improve emergency response times and eliminate potential at-grade accidents. In addition, the overpass will enhance circulation and promote transit use to the City of Newark's planned transit-oriented center.

Project Limits

- Central Avenue and Union Pacific Railroad Crossing between Sycamore Street and Morton Avenue

APPENDIX A-2

PROJECT SCOPE DETAIL BY PHASE

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

FINAL DESIGN (PS&E)

- Activities leading to the development of final plans and specifications to facilitate the construction phase of the PROJECT. Activities eligible for reimbursement by the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT include consultant costs.

RIGHT-OF-WAY

- Right-of-way acquisition and certification activities associated with the implementation of the PROJECT. Activities eligible for reimbursement by the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT include right of way consultant costs and other direct costs related to right of way acquisition and certification.

CONSTRUCTION

- Construct a four- lane grade separation structure (bridge overpass including sidewalks and bicycle lanes) at the railroad crossing on Central Avenue between Sycamore Street and Morton Avenue in the City of Newark. Activities eligible for reimbursement by the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT include contractor and construction management consultant costs.

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
PE/Environmental	11/2013	11/2014
Final Design (Plans, Specifications and Estimate (PS&E))	01/2016	12/2018
65% PS&E		
Final PS&E		03/2024
Right of Way Acquisition	04/2017	06/2024
Right of Way Certification		07/2024
Construction	01/2025	03/2027
Release Request for Proposal / Advertisement		09/2024
Contract Award		12/2024
Construction Activities		12/2027
Project Closeout	03/2027	09/2027

Notes

1) Begin and End dates (Mo/Yr) should be provided for each phase. Project Closeout is shown as a separate phase at the end of the project. Begin dates are not applicable to milestones. Show milestone date under "End."
2) 65% PS&E represents the point at which the plans and specifications for a construction project are developed enough to cover the entire scope of the proposed construction contract and to develop an updated construction cost estimate.
3) Final PS&E represents the point at which the plans and specifications are ready for signature and to be incorporated into a set of construction contract documents suitable for use as the basis for soliciting bids.
4) Right of Way Certification represents the point at which access to the properties necessary for construction of the project has been secured by the implementing agency either by holding title to the property or through executed agreements with property owners for the required access.

APPENDIX A-4

PROJECT COST SUMMARY BY PHASE AND FUND SOURCE

This Project Cost Summary provides a project funding plan for all Project phases, regardless if funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

PHASE	Alameda CTC Administered Funds		Sponsor Funds	Total Funding
	2000 Measure B ACTIA-25	CMA-TIP	Various	
Preliminary Engineering / Environmental	$ -	$ -	$30,000	**$30,000**
Final Design (PS&E)	$3,253,000	$ -	$100,000	**$3,353,000**
Right-of-Way	$1,667,000	$ -	$ -	**$1,667,000**
Construction	$11,134,000	$630,000	$18,536,000	**$30,300,000**
Total Project Cost	**$16,054,000**	**$630,000**	**$18,666,000**	**$35,350,000**

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO

(Only Phases Funded with Alameda CTC Administered Funds)

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO					
PHASE	**Alameda CTC Administered Funds**		**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
	2000 Measure B ACTIA-25	**CMA-TIP**			
Final Design (PS&E)	$3,253,000	$ -	$100,000	**$3,353,000**	**97.02%**
Right-of-Way	$1,667,000	$ -	$ -	**$1,667,000**	**100.00%**
Construction	$11,134,000	$630,000	$18,536,000	**$30,300,000**	**38.83%**
Total Funding	**$16,054,000**	**$630,000**	**$18,666,000**	**$35,320,000**	

Notes:

- PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS divided by the Total Funding.
- Reimbursement Ratio Percentage for Construction phase is combined for 2000 MB and CMA-TIP shares.

APPENDIX A-6

PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PHASE COST DETAIL				
FINAL DESIGN (PS&E)	**2000 Measure B ACTIA-25**	**CMA-TIP**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ --	$ -
Contract(s)/Other Direct Cost	$3,253,000	$ -	$ - 100,000	$3,353,000
Total Phase Cost *(Staff + Contract Costs)*	**$ 3,253,000**	$ -	**$ 100,000**	**$3,353,000**

PHASE COST DETAIL				
RIGHT-OF-WAY	**2000 Measure B ACTIA-25**	**CMA-TIP**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ -	$ -
Contract(s)/Other Direct Cost	$ 1,667,000	$ -	$ -	**$ 1,667,000**
Total Phase Cost *(Staff + Contract Costs)*	**$ 1,667,000**	**$ -**	**$ -**	**$ 1,667,000**

PHASE COST DETAIL				
CONSTRUCTION	**2000 Measure B ACTIA-25**	**CMA-TIP**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ -	$ -
Contract(s)/Other Direct Cost	$11,134,000	$630,000	$18,536,000	**$30,300,000**
Total Phase Cost *(Staff + Contract Costs)*	**$11,134,000**	**$630,000**	**$18,536,000**	**$30,300,000**

Notes:

- Contracts funded with any combination of Measure B, Measure BB, Vehicle Registration Fee and local funds that do not contain State or federal funds are subject to Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1
FUNDS OBLIGATED BY THIS AGREEMENT
AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2000 MB	ACTIA-25	Design	03/22/12	03/22/12	*Agreement Expiration Date*	$ 2,765,000
2000 MB	ACTIA 25	Design	04/28/22	03/22/12		$ 488,000
2000 MB	ACTIA-25	Right-of-Way	04/28/22	07/01/22		$ 1,667,000
2000 MB	ACTIA-25	Construction	04/28/22	07/01/22		$ 11,134,000
CMA-TIP	CMA-TIP	Construction	03/22/12	07/01/22		$ 630,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$ 16,064,000**

Agreement Expiration Date:	**December 31, 2025**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date at which costs eligible for reimbursement by the fund source indicated may be incurred. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date is the last date by which eligible reimbursable costs may be incurred. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement, the Expenditure Deadline Date in the above table is two (2) years from the date when ALAMEDA CTC first received funds from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. An estimated deadline date is noted in the above table if at the time of this agreement the Alameda CTC has yet to receive funds from BAAQMD. Extended deadlines will be reflected in an amended Table B-1, once approved.
7. For TFCA funds obligated by this agreement, the Commission may approve up to two one-year extensions to the Expenditure Deadline Date. Any additional extensions require approval from both ALAMEDA CTC and BAAQMD.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below for each fund source indicated.

TABLE B-2
ALAMEDA CTC ADMINISTERED FUNDS
REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE

No.	Fiscal Year	Quarter	Fund Source	Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
2000 MB					
1	FY 23/24	1	2000 MB	$ 3,000,000	$ 3,000,000
2	FY 23/24	2	2000 MB	$ 1,000,000	$ 4,000,000
3	FY 23/24	3	2000 MB	$ 1,500,000	$ 4,500,000
4	FY 23/24	4	2000 MB	$ 1,500,000	$ 6,000,000
5	FY 24/25	1	2000 MB	$ 2,000,000	$ 8,000,000
6	FY 24/25	2	2000 MB	$ 2,000,000	$ 10,000,000
7	FY 24/25	3	2000 MB	$ 2,000,000	$ 12,000,000
8	FY 24/25	4	2000 MB	$ 2,000,000	$ 14,000,000
9	FY 25/26	1	2000 MB	$ 2,000,000	$ 16,000,000
10	FY 25/26	2	2000 MB	$ 54,000	$ 16,054,000
CMA-TIP					
1	FY 23/24	3	CMA-TIP	$ 150,000	$150,000
2	FY 23/24	4	CMA-TIP	$ 50,000	$ 200,000
3	FY 24/25	1	CMA-TIP	$ 65,000	$ 265,000
4	FY 24/25	2	CMA-TIP	$ 65,000	$ 330,000
5	FY 24/25	3	CMA-TIP	$ 100,000	$ 430,000
6	FY 24/25	4	CMA-TIP	$ 100,000	$ 530,000
7	FY 25/26	1	CMA-TIP	$ 100,000	$ 630,000

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following the receipt and approval of a complete Request for Reimbursement(s) submitted by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter or until sufficient capacity in the cumulative drawdown limitation amount is achieved.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required *(as checked)*	**Minimum Frequency**	**Period Covered**	**Due Dates**
☐	Monthly *(once every month)*	One month	By 30 days following the end of billed activity
☐	Quarterly *(once every 3 months)*	Quarter 1: 7/1– 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1– 3/31 Quarter 4: 4/1– 6/30	By October 31st By January 31st By April 30th By July 31st
☒	Semi-annually *(once every 6 months)*	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
☐	Annually *(TFCA Annual Report)*	Fiscal Year: 7/1 – 6/30	By July 31st
☐	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement is one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

REQUEST FOR REIMBURSEMENT AND REPORTING FORMS

Any PROJECT SPONSOR awarded ALAMEDA CTC Administered Funds shall use the following forms included in the link below for progress reporting, final reporting, request for reimbursements, and requests for amendments to this funding agreement. Note that the format and required content of these forms is subject to change.

List of Downloadable Forms: https://www.alamedactc.org/funding/reporting-and-grant-forms/

1. Request for Reimbursement (RFR) Form
2. Alameda CTC Progress Report Form
3. Alameda CTC Final Report Form
4. Transportation Fund for Clean Air Program Reporting Forms (Interim and Final Report)
5. Amendment Request Form

APPENDIX D

LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

As noted in Section I.14, PROJECT SPONSOR is obligated to comply with all applicable provisions of the Alameda CTC Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto.

LBCE Program Substitution: The LBCE Program allows substitution of Alameda CTC's program if a sponsor agency's local preference program has been approved in writing by the Alameda CTC's LBCE Liaison Officer. This approval letter from Alameda CTC shall be attached as part of Appendix D.

The following resources are available to guide Project Sponsors through the LBCE Program requirements for procurement and contracting processes:

- Sample template language for professional and construction services is available from ALAMEDA CTC's website: https://www.alamedactc.org/get-involved/contract-equity

- Prime and Subconsultant/Subcontractor Local Business Enterprise, Small Local Business Enterprise and Very Small Local Business Enterprise Utilization Form: https://www.alamedactc.org/get-involved/contracting-forms/

- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.

- Direct inquiries about the LBCE Program to ALAMEDA CTC's LBCE Liaison Officer:

  Seung Cho
  Director of Procurement and Information Technology
  Alameda County Transportation Commission
  Email: scho@alamedactc.org
  Phone: (510) 208-7472

APPENDIX E

DELIVERABLES AND DUE DATES

Project Deliverables and Due Dates: The Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Deliverables and Due Dates		
No.	**Description**	**Due Date to Alameda CTC**
1	Progress Reports	Per Appendix C
	Local Business Contract Equity Program Reporting	See Appendix D
	Copy of Final Plans and Specifications	June 30, 2024
	Copy of Right-of-Way Certification	July 31, 2024
	Copy of Request for Proposal/Construction Advertisement	October 31, 2024
	Final Invoice	By the Agreement Expiration Date
	Final Report	By the Agreement Expiration Date

Note:

- Per Section III.19 of AGREEMENT, Alameda CTC may withhold payment of reimbursement requests until past due deliverables are received and approved.

APPENDIX F

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Appendix F is Not Applicable.

APPENDIX G

TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

The contents of Appendix G are only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

Appendix G is Not Applicable.

STAFF REPORT
Item D. 17.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	James Scanlin, Environmental Services Manager
SUBJECT	Adopt a resolution authorizing a 5.0% increase to the solid waste collection, recycling and organics services maximum rates for Calendar Year 2024

SUMMARY AND RECOMMENDATION

Republic Services, Inc. provides the City of Newark's solid waste collection, recycling and organics collection services and BLT Enterprises of Fremont, LLC provides the City's waste transfer services. The City's agreements with Republic Services and BLT Enterprises include an annual rate adjustment provision based on a prescribed index-based methodology. Maximum rate limits are set annually by the City using this methodology, with final rates determined by Republic Services. The total proposed rate increase is 5.0% and would be effective January 1, 2024.

Staff recommends that the City Council, by resolution, authorize a 5.0% increase to the maximum limit for rates for solid waste collection, recycling and organics services for Calendar Year 2024.

BACKGROUND

The City of Newark has a contract with Republic Services, Inc. to provide the City's solid waste collection, recycling and organics collection services. This is a 10-year agreement that was executed in 2023. The City also has a contract with BLT Enterprises of Fremont, LLC to provide the City's waste transfer services. This is a 30-year contract that was executed in 2007. The City's agreements with Republic Services and BLT Enterprises include an annual rate adjustment provision. This annual adjustment is called the index-based adjustment and involves applying prescribed formulas to calculate rate adjustments due to changes in specific indices. These indices include: (1) A Consumer Price Index (CPI) for Water and Sewer and Trash Collection, which was 5.32% for the period between August 2022 and August 2023; (2) A Compressed Natural Gas Service Index which was 3.55% for the same period; and (3) An increase of the disposal costs at the Fremont Transfer Station (BLT), which is estimated at 4.95% for this rate period.

DISCUSSION/ANALYSIS

Maximum rate limits are set annually by the City using the index-based adjustment methodology, with the final rate determined by Republic Services. The total proposed rate increase, after applying the current rate indices listed above, is 5.20%. However, the contract limits the increase to no more than 5.0% per calendar year, while the remaining increase of 0.20% will be reflected ("carried forward") to the following rate period. The proposed rate will be effective on January 1, 2024. Last year's rate increase using the same methodology was 3.7%.

The attachment, "New Exhibit L," shows proposed rates for 2024. The majority of residential households (approximately 75%) subscribe to the 32-gallon cart size and will see an increase of $2.05 per month. Approximately 33% of commercial customers use a 3-yard bin. For once-a-week pick-up service, the proposed increase is $21.98 per month. Below is a sample of the difference between the 2023 and 2024 rates:

Service	2023 Rates	2024 Rates	Proposed Increase
Residential 32-Gallon Cart	$41.00	$43.05	$2.05
Residential 64-Gallon Cart	$72.62	$76.25	$3.63
Commercial 3 Yd/ 1 per week	$439.60	$461.58	$21.98
Commercial 2 Yd/ 2 per week	$634.29	$666.00	$31.71

The maximum limit for rates for solid waste collection, recycling and organics services for Calendar Year 2024 are based on the proposed rate increase of 5.0% over Calendar Year 2023.

For comparison purposes, Fremont's current rates are $42.23 per month for 32-gallon residential service and $258.79 per month for 3-yard commercial service. Fremont is anticipating a 5% to 8% increase in rates starting January 1, 2024. Union City's current rates are $42.00 per month for 35-gallon residential services and $457.23 per month for 3-yard commercial service. Union City's next rate adjustment will occur in July 2024.

FISCAL IMPACT

The maximum rate adjustment for Calendar Year 2024 has no direct fiscal impact on the City of Newark's budget.

REVIEW AND APPROVAL

Prepared by - Brett Oeverndiek, Management Analyst II
Submitted for - James Scanlin, Environmental Services Manager
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution
New Exhibit L - 2024 Maximum Rates

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING A 5.0% INCREASE TO THE MAXIMUM LIMIT FOR RATES FOR SOLID WASTE COLLECTION, RECYCLING AND ORGANICS SERVICES FOR CALENDAR YEAR 2024

WHEREAS, the Agreement between the City of Newark and Allied Waste Services of North America (Republic Services) for the collection of solid waste and recycling services dated June 1, 2023 provides for an annual rate adjustment effective January 1 of each year; and

WHEREAS, the Franchise Agreement with Republic Services includes an annual index-based adjustment that involves applying prescribed formulas to calculate rate adjustments due to changes in specific indices including Consumer Price Index for water and sewer and trash collection, a compressed natural gas service index, and an increase in disposal costs at the Fremont Transfer Station; and

WHEREAS, Staff, using the index-based adjustment methodology identified above, determined that the total proposed rate increase is 5.20%, with a contracted cap of 5.0%.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that, in accordance with the Franchise Agreement, dated June 1, 2023, between the City of Newark and Republic Services for solid waste collection, recycling and organics services, and pursuant to the Newark Municipal Code, fees and rates for solid waste collection, recycling and organics services shall not exceed that established in New Exhibit L attached hereto and incorporated herein by reference, which is made a part hereof as though set forth at length;

BE IT FURTHER RESOLVED that any portion of Resolution No. 11,492 setting maximum for fees and rates for solid waste collection, recycling and organics services is hereby rescinded and that if any provisions contained herein are found to be in conflict with provisions of Resolution No. 11,492 or any other previous resolution, the provisions herein shall prevail.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Two
(Effective January 1, 2024)

All references to Contractor and the Maximum Rates established herein are as a result of City's contract for collection of garbage, recyclables, and organic materials and shall be deemed Maximum Rates as established by City effective June 1, 2023.

A. SINGLE-FAMILY CART SERVICE

Single-Family Customers include single-family premises and each unit of a duplex, triplex, townhouse or condominium which receives individual Cart collection services.

CURBSIDE SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	$38.75	$43.05	$76.25	$109.44
(B) Lifeline/Senior Rate	$32.93	$36.61	$64.81	$93.00
(C) Extra Solid Waste Cart	n/a	$25.84	$45.73	$65.60
(D) Extra Yardwaste Cart	n/a	n/a	$10.76	n/a
(E) Extra Recyclables Cart	n/a	n/a	$6.47	n/a

*BACKYARD SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	$58.11	$64.58	$114.39	$164.15
(B) Lifeline/Senior Rate	$49.38	$54.87	$97.23	$139.51
(C) Extra Solid Waste Cart	n/a	$38.76	$68.60	$98.43
(D) Extra Yardwaste Cart	n/a	n/a	$38.76	n/a
(E) Extra Recyclables Cart	n/a	n/a	$38.76	n/a

(A) Basic Service

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection.

(B) Lifeline and Senior Rates

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection. These rates will be available for eligible, low-income customers demonstrating that they receive assistance under PG&E's Low Income Rate Payer Assistance program. These rates will also be available for senior citizens, age 65 and above.

(C,D,E) Additional Containers

Customers may subscribe to additional weekly refuse, yard waste or recycling service by requesting one or more extra Carts in the sizes listed above.

*Backyard services are available for an additional cost. Drivers cannot services containers behind locked gates or structures. Disabled residents may apply for an exemption from the additional fee.

NEW EXHIBIT L

Maximum Rates Approved by City for Rate Period Two

B. MULTI-FAMILY CART SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	$32.78	$66.87	$102.26	$138.96	$177.00	$216.32
64-Gallons	Refuse	$58.02	$118.36	$181.00	$245.99	$313.31	$382.89
96-Gallons	Refuse	$83.27	$169.84	$259.76	$353.00	$449.56	$549.47
32-Gallons	Recyclables	$16.38	$33.42	$51.16	$69.49	$88.50	$108.17
64-Gallons	Recyclables	$28.99	$59.17	$90.51	$122.99	$156.65	$191.47
96-Gallons	Recyclables	$41.64	$84.93	$129.90	$176.51	$224.77	$274.74
32-Gallons	Yardwaste	$24.59	$50.15	$76.70	$104.24	$132.74	n/a
64-Gallons	Yardwaste	$43.50	$88.78	$135.74	$184.50	$234.96	n/a
96-Gallons	Yardwaste	$62.45	$127.39	$194.81	$264.73	$337.20	n/a

C. MULTI-FAMILY FRONT-LOAD BIN AND COMPACTOR SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$174.47	$355.81	$544.35	$739.53	$942.11	$1,151.21
2 cubic yard container	$326.49	$666.00	$892.27	$1,384.27	$1,763.00	$2,154.76
3 cubic yard container	$461.58	$860.07	$1,258.76	$1,846.25	$2,307.82	$2,769.34
4 cubic yard container	$604.82	$1,136.28	$1,667.96	$2,419.27	$3,024.11	$3,628.89
6 cubic yard container	$903.81	$1,701.21	$2,498.46	$3,615.15	$4,518.96	$5,422.75
7 cubic yard container	$1,036.79	$1,967.03	$3,110.33	$4,147.10	$5,183.85	$6,220.65

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$69.79	$142.34	$217.74	$295.82	$376.85	$460.50
2 cubic yard container	$130.62	$266.41	$356.90	$553.71	$705.19	$861.89
3 cubic yard container	$184.61	$344.02	$503.51	$738.50	$923.11	$1,107.73
4 cubic yard container	$241.94	$454.52	$667.19	$967.72	$1,209.65	$1,451.55
6 cubic yard container	$361.52	$680.48	$999.38	$1,446.06	$1,807.60	$2,169.10
7 cubic yard container	$414.73	$786.80	$1,244.13	$1,658.84	$2,073.55	$2,488.26

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$130.84	$266.87	$408.24	$554.66	$706.58	$0.00
2 cubic yard container	$244.87	$499.51	$669.19	$1,038.20	$1,322.22	$0.00
3 cubic yard container	$346.17	$645.09	$944.07	$1,384.69	$1,730.84	$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.

**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Two

D. COMMERCIAL CART SERVICE

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	$32.78	$66.87	$102.26	$138.96	$177.00	$216.32
64-Gallons	Refuse	$58.02	$118.36	$181.00	$245.99	$313.31	$382.89
96-Gallons	Refuse	$83.27	$169.84	$259.76	$353.00	$449.56	$549.47
32-Gallons	Recyclables	$16.38	$33.42	$51.16	$69.49	$88.50	$108.17
64-Gallons	Recyclables	$28.99	$59.17	$90.51	$122.99	$156.65	$191.47
96-Gallons	Recyclables	$41.64	$84.93	$129.90	$176.51	$224.77	$274.74
32-Gallons	Yardwaste	$24.59	$50.15	$76.70	$104.24	$132.74	n/a
64-Gallons	Yardwaste	$43.50	$88.78	$135.74	$184.50	$234.96	n/a
96-Gallons	Yardwaste	$62.45	$127.39	$194.81	$264.73	$337.20	n/a

E. COMMERCIAL FRONT-LOAD BIN AND COMPACTOR SERVICE

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$174.47	$355.81	$544.35	$739.53	$942.11	$1,151.21
2 cubic yard container	$326.49	$666.00	$892.27	$1,384.27	$1,763.00	$2,154.76
3 cubic yard container	$461.58	$860.07	$1,258.76	$1,846.25	$2,307.82	$2,769.34
4 cubic yard container	$604.82	$1,136.28	$1,667.96	$2,419.27	$3,024.11	$3,628.89
6 cubic yard container	$903.81	$1,701.21	$2,498.46	$3,615.15	$4,518.96	$5,422.75
7 cubic yard container	$1,036.79	$1,967.03	$3,110.33	$4,147.10	$5,183.85	$6,220.65

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$69.79	$142.34	$217.74	$295.82	$376.85	$460.50
2 cubic yard container	$130.60	$266.41	$356.90	$553.71	$705.19	$861.89
3 cubic yard container	$184.61	$344.02	$503.51	$738.50	$923.11	$1,107.73
4 cubic yard container	$241.94	$417.27	$667.19	$967.72	$1,209.65	$1,451.55
6 cubic yard container	$361.52	$680.48	$999.38	$1,446.06	$1,807.60	$2,169.10
7 cubic yard container	$414.73	$786.80	$1,244.13	$1,658.84	$2,073.55	$2,488.26

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$130.84	$266.87	$408.24	$554.66	$706.58	$0.00
2 cubic yard container	$244.87	$499.51	$669.19	$1,038.20	$1,322.22	$0.00
3 cubic yard container	$346.17	$645.09	$944.07	$1,384.69	$1,730.84	$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.
**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L

Maximum Rates Approved by City for Rate Period Two

F. COMMERCIAL ORGANIC SERVICES & RATES

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$167.96	$342.52	$524.01	$711.90	$906.90	$1,108.19
2 cubic yard container	$314.29	$641.13	$858.92	$1,332.57	$1,697.14	$2,074.29
32 or 64 Gallon Commercial	$55.85	$113.93	$174.24	$236.81	$301.58	$368.58

G. DROP BOX CONTAINERS AND COMPACTOR SERVICES

DROP BOX SIZES	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Drop Box	2.0	$613.53	n/a	n/a
14 cubic yard Drop Box	2.0	$613.53	$306.75	$460.11
20 cubic yard Drop Box	3.0	$775.46	$387.74	$581.61
30 cubic yard Drop Box	5.0	$1,099.39	$549.71	$824.54
40 cubic yard Drop Box	6.0	$1,261.34	$630.69	$946.03
Excess Tonnage Rate	n.a.	$161.99	$97.09	$97.09

CUSTOMER-OWNED COMPACTORS	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Compactor	1.2	$534.14	$267.08	$400.59
15 cubic yard Compactor	3.0	$1,068.28	$534.14	$801.21
20 cubic yard Compactor	4.0	$1,424.36	$712.16	$1,068.28
25 cubic yard Compactor	5.0	$1,780.43	$890.23	$1,335.34
30 cubic yard Compactor	6.0	$2,136.53	$1,068.28	$1,602.41
35 cubic yard Compactor	7.0	$2,492.64	$1,246.34	$1,869.47
40 cubic yard Compactor	8.0	$2,848.72	$1,424.36	$2,136.53
Excess Tonnage Rate	n.a.	$161.99	$97.09	$97.09

If tonnage collected is greater than the tonnage limit listed in the above table, contractor may charge for tonnage in excess of the tonnage limit at the per-ton rate specified.

H. CONSTRUCTION AND DEMOLITION DEBRIS BOX SERVICE

DROP BOX SIZES	MATERIAL	BASE RATE PER PICK-UP	PER TON RATE*
6 cubic yard Drop Box	Dirt	$381.62	$63.45
6 cubic yard Drop Box	Concrete	$381.62	$63.45
14 cubic yard Drop Box	Wood	$381.62	$90.63
20 cubic yard Drop Box	Wood	$381.62	$90.63
30 cubic yard Drop Box	Wood	$381.62	$90.63
40 cubic yard Drop Box	Wood	$381.62	$90.63
14 cubic yard Drop Box	Recyclable C&D	$381.62	$118.43
20 cubic yard Drop Box	Recyclable C&D	$381.62	$118.43
30 cubic yard Drop Box	Recyclable C&D	$381.62	$118.43
40 cubic yard Drop Box	Recyclable C&D	$381.62	$118.43

*Contractor will charge customer for actual tonnage collected at the per-ton rate listed in the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Two

I. ADDITIONAL SERVICES & RATES

ADDITIONAL SERVICES	RATE
Cost of pre-paid solid waste overage bags	$15.51
Cost of pre-paid yardwaste overage bags	$15.51
Extra On-Call Bulky Cleanup (more than three per year)	$116.52
Cart replacement cost (more than once per year)	$116.52
Cart delivery/pick-up (more than once per year)	$77.66
Lost lock per container, per occurrence	$46.58
Steam cleaning Bin/Cart (charge per visit)	$194.19
Hourly Trip Charge (if driver must return due to Customer/Generator error, such as failure to place Container at point of Collection before Collection time, overfilled Container, incorrect Container placement, contaminated materials)	$132.05
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	$31.07
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	$9.00
Extra refuse bin collection (per cubic yard rate per pick-up)	$38.68
Extra recycling bin collections (per cubic yard rate per pick-up)	$19.33
Extra yard waste bin collections (per cubic yard rate per pick-up)	$29.00
Bin Lock Installation (new lock) per container, per occurrence	$46.58
Container relocation charge per container, per occurrence	$132.05
Daily drop box demurrage charge (rental charge if customer keeps Box longer than 7-days without pick-up or return)	$36.63
Drop box placement charge	$100.99
Drop box relocation charge	$132.05
Drop box cancellation service	$132.05
Drop box overage charge - Refuse (For Each Ton In Excess of Limits)	$161.99
Drop box overage charge - Recyclables (For Each Ton In Excess of Limits)	$97.09
Drop box overage charge - Yardwaste (For Each Ton In Excess of Limits)	$97.09
Restart charge after 120-days late and service reduction	$46.58
Late charge after 60-days past due	1.50%
Insuffucient funds charge	$46.58
Overflow extra yard charge	$47.45
Contamination charge (after issuance of warning notices)	$23.74
Contamination charge (after issuance of warning notices) for regular bin service - 1 c	$32.41
Contamination charge (after issuance of warning notices) for regular bin service - 2 cu	$64.74
Contamination charge (after issuance of warning notices) for regular bin service - 3 cu	$96.06
Contamination charge (after issuance of warning notices) for regular bin service - 4 cu	$126.56
Contamination charge (after issuance of warning notices) for regular bin service - 6 cu	$189.74
Contamination charge (after issuance of warning notices) for regular bin service - 7 cu	$221.44
Contamination charge (after issuance of warning notices) for regular bin service - 8 cu	$253.06

STAFF REPORT
Item F. 1.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Administrative Analyst
SUBJECT	Presentation of the draft Public Art Master Plan update and Council input

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive a presentation on the draft Public Art Master Plan update. The presentation will focus on the recurring themes and recommendations. Feedback provided by the City Council will then be incorporated into a final plan that will be considered by the Council in early 2024.

BACKGROUND

In 2001, City Council approved the City's first Public Art Master Plan (Plan). After more than two decades, staff began the process to update the Plan. In September 2022, proposals were requested from qualified consultants and Gail M. Goldman with Art Builds Community was selected for the Plan update project in November 2022.

Between December 2022 and June 2023, Gail M. Goldman Associates and Art Builds Community conducted robust and diverse community engagement outreach. The community engagement strategy included stakeholder meetings, focus groups, an online survey, a community meeting, and artist led pop-ups. The feedback received from the community was key in the development of the Plan update.

DISCUSSION/ANALYSIS

The purpose of updating the Plan is to provide a comprehensive guide to develop, administer and maintain a vibrant and inspiring public art program in the City of Newark. The Plan is intended to provide clear direction, with flexibility, and a vision for public art in Newark. From the various community engagement efforts, five recurring themes evolved:

1. Identity and Civic Pride: Use public art to set Newark apart from surrounding communities.
2. Accessibility and Public Education: Locate high quality art throughout Newark, ensuring that is fully accessible to the public.
3. Local Artists: Support and increase visibility of local artists and creative entrepreneurs.

4. Administration and Collection Management: Promote the implementation of the Public Arts Master Plan.
5. Funding: Ensure that the Art in Public Places fund has sufficient dollars to support public art and other arts initiatives.

The final Plan update will identify several recommendations within each theme, and suggest a first year implementation plan. Highlighted below are five of the recommendations, some of which will require City Council action in order to ensure successful implementation of the Plan:

1. Establish a Public Art Committee appointed by the Mayor with approval of the City Council to advise on and advocate for public art.
2. Provide adequate resources to administer the Public Art Program.
3. Adopt policies and procedures for the deaccession of artwork, donations and loans of artwork, memorials, and temporary art to meet industry standards for effective public art management.
4. Change the Art in Public Places fee from a square footage based formula to a formula based of the building permit valuation for certain residential, commercial, and industrial developments requiring a building permit.
5. Utilize Capital Improvement Program funds for eligible projects.

The presentation by Gail M. Goldman and Art Builds Community will provide an overview of the community engagement process and the recurring themes and recommendations. Following this presentation, the consultant will incorporate feedback from City Council into the final draft. It is anticipated that the final draft be presented to City Council for consideration in early 2024.

FISCAL IMPACT

There is no fiscal impact associated with this item.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Senior Management Analyst
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

Presentation

City of Newark Public Art Master Plan Update

City Council November 9, 2023

Gail M. Goldman Associates
with Art Builds Community



Vision

All residents and visitors in Newark experience public art as part of their daily lives and throughout all neighborhoods, celebrating the city's history, people, natural environment, and culture.

Consultants

Gail M. Goldman Associates



Gail M. Goldman
Project Lead

Art Builds Community



Amanda Rawson
Project Manager



Quynh-Mai Nguyen
Community Engagement



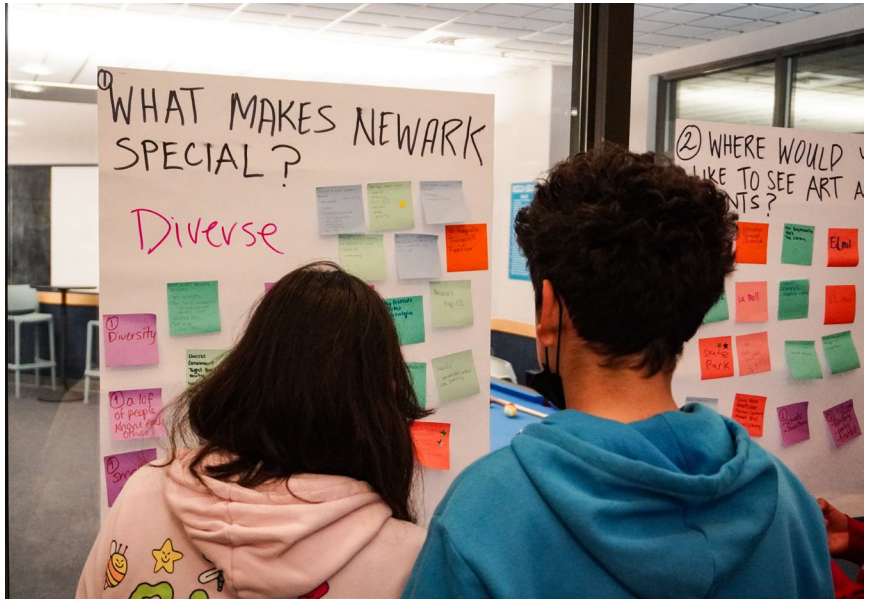
Barbara Goldstein
Policy and Funding

FOCUS GROUPS

- **Seniors** Focus Group at Clark W. Redecker Newark Senior Center on February 23
- **Promotores** Focus Group at The Silliman Activity and Family Aquatic Center on February 24
- **Teen** Focus Group at The Silliman Activity and Family Aquatic Center on February 24
- **Merchants** Focus Group at Lion Center Plaza on March 23
- **Artists** Focus Group at Newark Library on May 17
- **Community** Meeting at Newark Library on May 17



Teen Focus Group idea for Gateway



POP-UPS





- **Family Fun Run** on March 24
- **Family Day at the Park** on April 1
- **Newark Library** on May 13
- **Music at the Grove** on June 16



Community Engagement & Public Participation

SURVEY

- Online from March 1- June 30
- Available in English and Spanish
- 266 participated in the survey
- Survey announced on:
  - PAMP webpage
  - Community event calendars
  - City's quarterly newsletter
  - Email blasts
  - Flyers
  - Bookmarks





RECURRING THEMES & RECOMMENDATIONS

IDENTITY & CIVIC PRIDE

Use public art to set Newark apart from surrounding communities.

- Gateways
- Temporary art
- Planning documents
- Vacant storefronts
- Streetscapes and walkable pathways







GATEWAY
Passage, Susan Zoccola, Palo Alto

STREETSCAPE
Screen People Panel, CJ Renner and Heather Renaux, Hopkins MN. Streetscape

TRASH RECEPTICLE
Traceries, Mary Bates Neubauer, Scottsdale

Recommendations

ACCESSIBILITY & PUBLIC EDUCATION

Locate high quality art throughout Newark, ensuring that it is fully accessible to the public.

- Accessibility
- Reflect Newark's history and demographics
- Celebrate nature and the natural environment
- Rotating art on private property
- Community education and outreach





NATURE
Methanogen Polyptych,
Buster Simpson, San Jose

ENVIRONMENTAL
Salmon Bone Bridge,
Lorna Jordan, Seattle

LOCAL HISTORY
Portrait of Lawson McGhee,
John Kelley, Knoxville



Recommendations



LOCAL ARTISTS

Support and increase the visibility of local artists and creative entrepreneurs.

- Community arts center
- Professional development
- Annual Open Studios event
- Art fairs
- Changing exhibitions





ART CENTER
Chicago Firehouse Art Center

ART FAIR
SJMade Art Fair, San Jose

ARTIST IN RESIDENCE
Weaving Workshop, NYC

Recommendations

ADMINISTRATION AND COLLECTION MANAGEMENT

Promote the implementation of the Public Art Master Plan.

- Staffing the Public Art Program
- Organizational Structure
- Public Art Committee
- Annual Public Art Workplan
- Artist and Artwork Selection Guidelines
- Collection management
- Policies and procedures



COMMUNITY MURAL Rafael Lopez, San Diego



PAINTED STAIRS Jessie and Katey, Boone, N.C.



MURAL CONSERVATION EverGreene Architectural Art, Indio (CA)

Recommendations

FUNDING STRATEGIES

Ensure that the Public Art Fund has sufficient dollars to support public art and other arts initiatives.

- Public Art Fund
- City Capital Improvement Projects
- Private Development Projects
- General Fund





PRIVATE DEVELOIPMENT
Wonderland, Jaume Plensa, Calgary

UTILITY BOX
Rebecca Harrison, Omaha

STREETSCAPE
Tree of Life, David Dahquist, Omaha



DRAFT FIRST YEAR Implementation Plan

- **Administration**
  Establish Public Art Committee
- **CIP / Gateway**
  Old Town Streetscape
- **CIP**
  Central Avenue Overpass Project
- **Other Projects**
  Utility Boxes, Trash Receptacles
- **Local Artists**
  Meet & Greet, Annual Open Studios, Artists Directory

PLAYGROUND
Tom Otterness NYC

BOLLARDS
Whimsy and Wise, Brad Oldham, Palo Alto

CIVIC CENTER
Her Secret is Patience, Janet Echelman, Phoenix



