

CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, May 23, 2019

A. ROLL CALL

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of May 9, 2019.

(MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Presentation of Awards for Students, Teacher, and Classified Employee of the Year.

(PRESENTATION)

C.2 Proclaiming June as Celebrating Business Month in Newark.

(PROCLAMATION)

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.4 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

F.1 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 27 and 28, 2019 – from Police Sergeant Simon and Assistant Engineer Carmen.

(MOTION)

F.2 Authorization for the Mayor to execute an agreement with the *Tri-City Voice* for legal advertising services for Fiscal Year 2019-2020 – from City Clerk Harrington. (RESOLUTION)

F.3 Authorization for the Mayor to execute a multi-year agreement with Lance, Soll & Lunghard, LLP, Certified Public Accountants, to provide professional auditing services to the City and to amend the 2018-2020 Biennial Budget and Capital Improvement Plan – from Finance Manager Lee. (RESOLUTION)

F.4 Authorization for the Mayor to execute an Emergency Medical Services First Responder Advanced Life Support Services Agreement between the City of Newark and the County of Alameda – from Interim City Attorney Kokotaylo and City Manager Benoun. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Declaring a vacancy on the Newark Planning Commission and authorizing the City Clerk to post a notice of vacancy – from Mayor Nagy. (MOTION)

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

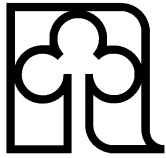
Approval of Audited Demands. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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 at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. 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 requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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AGENDA

Thursday, May 23, 2019

CITY COUNCIL:

Alan L. Nagy, Mayor
Sucy Collazo, Vice Mayor
Luis L. Freitas
Michael K. Hannon
Mike Bucci

CITY STAFF:

David J. Benoun
City Manager

Michael Carroll
Police Chief

Soren Fajeau
Public Works Director

David Zehnder
Recreation and Community
Services Director

Sandy Abe
Human Resources Director

Kristopher J. Kokotaylo
Interim City Attorney

Krysten Lee
Finance Manager

Arturo Interiano
Acting Community Dev. Dir.

Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

- | | |
|--|--------------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | L. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | M. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | N. ADJOURNMENT |
| H. ECONOMIC DEVELOPMENT CORPORATION | |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached **Agenda** gives the **Background/Discussion** of agenda items. Following this section is the word **Attachment**. Unless "none" follows **Attachment**, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled **Update**, which will state what the Planning Commission's action was on that particular item. **Action** indicates what staff's recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

Minutes

Thursday, May 9, 2019

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:30 p.m. Present were Council Members Hannon, Collazo, Freitas, and Bucci.

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of April 25, 2019.

MOTION APPROVED

Council Member Hannon moved, Council Member Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employee.

Mayor Nagy introduced Nicholas Cuevas who was promoted to Recreation Supervisor for the Clark W. Redeker Newark Senior Center.

C.2 Proclaiming May 19-25, 2019, as National Emergency Medical Services Week.

Mayor Nagy presented the proclamation to Captain Mahar, Engineer Blaylock and Fire Fighter Weber from Fire Station 28.

C.3 Proclaiming May 19-25, 2019, as National Public Works Week.

Mayor Nagy presented the proclamation to Assistant Engineer Carmen.

C.4 Proclaiming May 13-19, 2019, as National Police Week.

Mayor Nagy presented the proclamation to Police Officers Damewood and Rivas.

C.5 Commending Newark Police Officer Omar Pacheco for his life saving actions.

Mayor Nagy presented a commendation to Police Officer Pacheco.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

- E.1 Public Hearing and tabulation of ballots for annexation of Tract 8099 and Tract 8436 to Zone 5 – Bridgeway of Landscaping and Lighting District No. 19 and, if no majority protest exists, approve the final Engineer’s Report and approve the annexation of Tract 8099 and Tract 8436 to Zone 5 – Bridgeway of Landscaping and Lighting District No. 19.**

RESOLUTION NO. 10920

Assistant City Engineer Imai gave the staff report recommending approval.

Mayor Nagy opened the public hearing at 7:45 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 7:46 p.m.

City Clerk Harrington opened the ballot and announced that the property owner voted in favor of the annexation.

Council Member Hannon moved, Council Member Bucci seconded to, by resolution, approve the final Engineer’s Report and approve the annexation of Tract 8099 and Tract 8436 to Zone 5 – Bridgeway of Landscaping and Lighting District No. 19. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

Council Member Collazo moved, Council Member Hannon seconded, to approve Consent Calendar Items F.1 that the resolution be numbered, and that reading of the title suffice for adoption of the resolution. The motion passed, 5 AYES.

CONSENT

- F.1 Approval of the recommendations from the Community Development Advisory Committee (CDAC) for the allocation of additional Community Development Block Grant funds, approval of the plans and specifications, acceptance of bid, award of contract to McKim Corporation for 2019 Park Pathways Resurfacing for ADA Access, Project 1232, and amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan.**

**MOTIONS (2) APPROVED
RESOLUTION NO. 10921**

CONTRACT NO. 19023

NONCONSENT

F.2 Resolution repealing and replacing the Recreation and Community Services Department Facility Rules, Regulations, and Guidelines.

RESOLUTION NO. 10922

Recreation and Community Services Director Zehnder stated that City staff has updated the Facility Rules, Regulations, and Guidelines to include the upcoming turf fields, skate park, and dog park. He outlined the proposed additions.

No one came forward to speak.

Council Member Bucci moved, Council Member Collazo seconded to, by resolution, repeal and replace the Recreation and Community Services Facility Rules, Regulations, and Guidelines. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

The City Council wished everyone a Happy Mother's Day.

Mayor Nagy stated he would adjourn the meeting in memory of Bernie Nillo. The City Council extended their condolences to the Nillo family.

Council Member Collazo stated shop Newark.

Council Member Hannon recognized Avanzando for their scholarship program and commended Council Member Collazo who is a founding member of Avanzando.

Council Member Bucci commended Officer Pacheco for his life saving actions.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

Eric Hentschke of the Alameda County Mosquito Abatement District, stated that they have received complaints of an increased mosquito population. He stated that these are midges, which look like mosquitos, but are not mosquitos and do not bite.

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 117518 to 117638.

Council Member Freitas moved, Council Member Bucci seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:02 p.m. in memory of Bernie Nillo.

C.1 Presentation of Awards for Students, Teacher, and Classified Employee of the Year. (PRESENTATION)

Background/Discussion – The Newark Unified School District (District) has selected a Student of the Year from each of our local schools. The District has also selected a Teacher and Classified Employee of the Year. The Newark Rotary Club will present each individual with a certificate.

C.2 Proclaiming June as Celebrating Business Month in Newark. (PROCLAMATION)

Background/Discussion – June is Celebrating Business Month in the City of Newark. Chamber President/CEO Valerie Boyle and members of the Newark Chamber of Commerce will accept the proclamation at the meeting.

F.1 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 27 and 28, 2019 – from Police Sergeant Simon and Assistant Engineer Carmen. (MOTION)

Background/Discussion – The Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) has requested that the City approve and provide traffic control for two events associated with the 2019 Holy Ghost Festival:

- Small Parade, Saturday, July 27, from 12:00 p.m. – 2:00 p.m. The parade will exit the Newark Pavilion onto Cherry Street, to Plummer Avenue, to Galletta Drive, back to Plummer Avenue, to Cherry Street, and return to the Pavilion.
- Traditional Annual Parade, Sunday, July 28, from 11:45 a.m. – 3:30 p.m. The parade will exit the Newark Pavilion onto Thornton Avenue, proceed to St. Edwards Church, and return to the Pavilion.

Issuance of an Encroachment Permit is necessary for these events to be held within the public street right-of-way. As a condition of issuance of this permit, Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) will conform to the City’s insurance requirements, will deposit sufficient funds for the cost of Police and Maintenance personnel and equipment to provide traffic control for these events, and coordinate event scheduling with the Church of Christ and Solid Rock Church along Thornton Avenue for the Sunday parade.

Attachment - None

Action - It is recommended that the City Council, by motion, approve the events within the public right-of-way, authorize issuance of an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) organization, and provide traffic control for the annual Holy Ghost Festival on July 27 and 28, 2019.

**F.2 Authorization for the Mayor to execute an agreement with the *Tri-City Voice* for legal advertising services for Fiscal Year 2019-2020 – from City Clerk Harrington.
(RESOLUTION)**

Background/Discussion – The California Government Code requires that the City of Newark print legal notices in an adjudicated newspaper of general circulation. An adjudicated newspaper of general circulation does not exist in the City and the City is legally required to use an adjudicated newspaper that is published nearest to the City. The Public Contract Code requires the City to invite bids for legal advertising and award the contract on a fiscal year basis.

After soliciting bids, the City received one response. The *Tri-City Voice* provided a quote of \$1.25 per line, which is the same amount as the current agreement. Its circulation has remained steady at 4,500 newspapers within the City of Newark.

Staff recommends awarding the agreement to the *Tri-City Voice*. Funds are budgeted in the city departments that place legal advertising in the newspaper.

Attachment – Resolution
Contractual Services Agreement

Action – Staff recommends that the City Council, by resolution, authorize the Mayor to execute an agreement with the *Tri-City Voice* for legal advertising services for Fiscal Year 2019-2020.

3225284.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE *WHAT'S HAPPENING'S TRI-CITY
VOICE* FOR LEGAL ADVERTISING SERVICES FOR FISCAL
YEAR 2019-2020

WHEREAS, the California Government Code requires that the City of Newark print legal notices in an adjudicated newspaper of general circulation or an adjudicated newspaper that is published nearest to the City; and

WHEREAS, the City solicited bids for legal advertising and received one response; and

WHEREAS, staff recommends awarding the legal advertising agreement to the *What's Happening's Tri-City Voice* for fiscal year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby awards the agreement for legal advertising services for Fiscal Year 2019-2020 to the *What's Happening's Tri-City Voice* and authorizes the Mayor to execute the agreement, on file with the City Clerk, and incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution supersedes previous resolutions awarding legal advertising services.
3225286.1

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 23RD day of May, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and What's Happening Tri-City Voice ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: Legal Advertising services for Fiscal Year 2019 – 2020.

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.

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
City Clerk
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 billing, 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.

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. 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
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 01 covering 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 any auto, (Code 1), or Code 8 (hired) and 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: **\$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.
(including products-completed operations, personal and advertising injury)
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.

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 12 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 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 Insurance. For any claims related to these Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, subconsultants, agents, 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 by this clause 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. Self-Insured Retentions (SIR). All 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, agents, 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 12 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".

13. 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 18, hereinbelow) 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.

14. 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 subcontractors. 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.

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.

15. 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.

16. 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 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. 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.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by **SHEILA HARRINGTON, CITY CLERK** of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

18. 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:

TRI-CITY VOICE

CITY OF NEWARK

Consultant

Administrator

Address: William Marshak
Tri City Voice
39737 Paseo Padre Pkwy Ste B
Fremont, CA 94538

City of Newark
Attn: City Clerk
37101 Newark Boulevard
Newark, CA 94560

19. 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.

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

21. 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.

22. **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.

23. **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.

24. **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.

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

26. **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.

27. **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.

28. **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.

29. **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

What's Happening Inc.
What's Happening/Tri-City Voice

By _____
Mayor

By _____
William Marshak

Date _____

Date _____

Attest:

City Clerk

Date _____

Approved as to form:

Interim City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES

Services provided by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation, include:

1. Assistance and training of city personnel to become comfortable and utilize the ADTECH electronic submission and filing system.
2. Typeset all submissions for legal advertising in a timely and accurate manner.
3. Proofread all submissions.
4. Print and distribute approved city public notices weekly in TCV.
5. Allow timely retrieval and filing of submissions through ADTECH or local TCV office personnel.
6. Provide accurate billing and accounting of legal notice submissions.

All listed major components of service shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

EXHIBIT B

PAYMENT

Billing by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation, include:

1. Accurate and itemized billing through The Daily Journal Corporation.
2. Instant access to billing information of all submissions through ADTECH system.
3. Services related to acceptance, assemblage, typesetting, publishing and distribution of public notices included in contract rate of \$1.25 per line per column. Refer to Information Summary for column size. This is a "not to exceed" cost for performance of these services.

Billing services shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

EXHIBIT C

QUALIFICATIONS

What's Happening, Inc.

What's Happening, Inc. was established March 1998 and began publication of What's Happening Magazine, a full-color local monthly guide for the Tri-City Area. In January of 2002, Tri-City Voice newspaper (TCV) began distribution.

TCV has grown rapidly to include local news and information for the Greater Tri-Cities of Hayward and its environs, Fremont, Newark, Union City, Sunol and Milpitas. A unique distribution system assures wide availability through stack and rack at over 1,500 locations as well as paid subscriptions. In addition, www.tricityvoice.com offers the complete newspaper – including legal notices – online for review at no cost. Currently, this website receives over 18,000 hits per day and the number is increasing. Complete newspaper is also available on the TCV News mobile app.

What's Happening, Inc. is a local company, owned and operated by Fremont residents which seeks to employ local residents as well. Currently, What's Happening, Inc. employs 22 people plus contract writers and photographers, the majority are Tri-City residents. Our office at 39737 Paseo Padre Parkway, Suite B in Fremont is the sole office of TCV and houses three trained employees to handle legal notice issues.

Since adjudication, public notices have been published without serious incident. Use of The Daily Journal Corporation ADTECH system has proven to be an efficient and accurate process to submit and publish legal notices.

The Daily Journal Corporation

The Daily Journal has long experience managing media buying services similar to those identified in the IFB's Scope of Work. Established in 1888, the company was reincorporated in 1987. As a specialist in the niche of "Government Advertising", the Daily Journal places legal advertising to meet the legal publishing requirements. It holds over 800 adjudication decrees for California newspapers and has an extensive database of newspaper contract and other specifications for immediate and efficient ad identification, ad placement and follow-up.

The Daily Journal employs 260 full-time staff members. Approximately 40 full-time staff is assigned to handling over 5,000 advertisements per month for government agencies.



12114458

1 Stephen F. Von Till, Bar No. 47217
2 VON TILL & ASSOCIATES
3 152 Anza Street, Suite 200
4 Fremont, California 94539

4 Phone: (510) 490-1100
5 Fax: (510) 490-1102

6 Attorneys for Petitioner
7 William Marshak

FILED
ALAMEDA COUNTY

MAY 18 2015

By *Ruth J. Jansky*

8 SUPERIOR COURT, STATE OF CALIFORNIA

9 COUNTY OF ALAMEDA

10
11 In the Matter of the Petition of

Case No.: HG14716669

12 William Marshak to Have the Standing of
13 "What's Happening's TRI-CITY VOICE"
14 as a Newspaper of General Circulation
15 Ascertained and Established

JUDGMENT ASCERTAINING
AND ESTABLISHING
NEWSPAPER AS ONE OF
GENERAL CIRCULATION

[Gov C § 6000, et seq.]

16
17 Bay Area News Group, Contestant

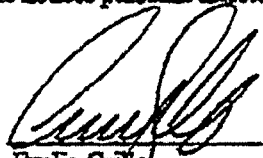
18
19
20 The verified petition of William Marshak to have the standing of "What's Happening's TRI-
21 CITY VOICE" newspaper ascertained and established as a newspaper of general circulation, as
22 defined in Section 6000 of the Government Code, came on regularly for hearing by the court on
23 January 9, 2015, in Department 14 of the above-entitled court. Petitioner appeared by his attorney
24 Stephen F. Von Till of Von Till & Associates. Contestant, Bay Area News Group, appeared by Duffy
25 Carolan of Jassy Vick Carolan LLP.
26

1 Evidence, both oral and documentary, was introduced on behalf of William Marshak and the
2 "What's Happening's TRI-CITY VOICE" newspaper. The matter was argued and submitted for
3 decision.

4
5 On proof made to the satisfaction of the court, the court hereby renders judgment as follows:

6 WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, that the newspaper
7 "What's Happening's TRI-CITY VOICE" is a newspaper of general circulation for the City of
8 Fremont, County of Alameda, State of California, as defined in Government Code section 6000, et
9 seq., of the California Government Code; said newspaper meets the requirements of Government Code
10 section 6000, et seq., and is entitled to publish public notices pursuant thereto.

11
12
13 Dated: MAY 1⁸ 2015



Evelio Grillo
Judge of the Superior Court

14
15
16
17 Approved as to form:
18
19 _____
Duffy Carolan
20 Jassy Vick Carolan LLP
Attorneys for Contestant
21 Bay Area News Group



WHATHAP-01

CASSANDRAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2018

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 McDermott Costa Co., Inc. 045 MacArthur Blvd. San Leandro, CA 94577	CONTACT NAME: PHONE (A/C, No, Ext): (510) 351-7460 E-MAIL ADDRESS: FAX (A/C, No): (510) 357-3230
INSURED What's Happening Inc., DBA: Tri-City Voice 39120 Argonaut Way #335 Fremont, CA 94538	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of CT INSURER B: Mercury Insurance INSURER C: Sentinel Insurance Company INSURER D: Hanover Insurance Company INSURER E: INSURER F:
	NAIC # 25682 11000

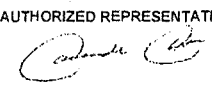
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		660-4H090748	06/09/2018	06/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY PROJECT LOC OTHER					
	AUTOMOBILE LIABILITY					
X	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	BA040000042359	05/21/2018	05/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED	OCCUR CLAIMS-MADE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A	57WECZJ4487	05/11/2018	05/11/2019	X PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liab.		LHFD01651602	08/15/2018	08/15/2019	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
01 05 04 94 - Blanket Additional Insured when Applicable

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
01 05 04 94 - Blanket Additional Insured when Applicable

CERTIFICATE HOLDER PROOF	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 
--	---

F.3 Authorization for the Mayor to execute a multi-year agreement with Lance, Soll & Lunghard, LLP, Certified Public Accountants, to provide professional auditing services to the City and to amend the 2018-2020 Biennial Budget and Capital Improvement Plan – from Finance Manager Lee. (RESOLUTION)

Background/Discussion – 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 full-scale competitive process for the selection of independent auditors to enter into multiyear agreements of at least five years in duration. Multi-year 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.

Badawi & Associates has served as the City’s independent auditors for the past six years. Though this firm has served the City well in this capacity, staff believes that it is a prudent policy to periodically seek and evaluate proposals for independent professional auditing services from other independent Certified Public Accountant (CPA) firms to ensure the quality, objectivity, and favorable pricing of audits.

On April 22, 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 which included the Finance Manager, Accountant, and the Accounts Payable Technician. Staff received proposals from the following firms (in alphabetical order):

Firm Name	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Optional FY 2022/23	Optional FY 2023/24
JJACPA, Inc.	\$ 81,000	\$ 81,000	\$ 81,000	NA	NA	NA
Lance, Soll & Lunghard, LLP (LSL)	\$ 84,415	\$ 86,103	\$ 87,826	\$ 89,583	\$ 91,376	\$ 93,203
Macias, Gini & O’Connell, LLP (MGO)	\$ 96,795	\$ 99,700	\$ 102,680	NA	NA	NA
Maze & Associates	\$ 79,785	\$ 79,785	\$ 79,785	NA	NA	NA
Moss, Levy & Hartzheim, LLP	\$ 74,970	\$ 76,530	\$ 78,080	\$ 79,650	NA	NA
Van Lant & Fankhanel, LLP	\$ 71,150	\$ 71,150	\$ 73,100	NA	NA	NA

The proposals and presentations at the interviews were evaluated based on the responsiveness of the proposal that demonstrates the intention and ability to perform the work, cost, the firms' experience in conducting audits of similar size cities, professional qualifications of the audit team, the size and structure of the firm's office from which the audit work is to be done, experience in complying with applicable federal and state regulations, and the ability of the firm in providing optional services.

Lance, Soll & Lunghard, LLP (LSL) provided the most comprehensive proposal and interview presentation that satisfied the stated selection criteria. LSL is a known regional firm, which provides auditing services to numerous governmental entities throughout the Bay Area. Staff discussed the firm's performance with three other cities. These references were highly complementary to the firm's expertise, experience, approach, and ability to deliver auditing services. LSL was the only firm that identified a plan of action addressing possible challenges the City would face during a new Enterprise Resource Planning (ERP) Financial System implementation. (The City will be updating the financial software system within the next two fiscal years.) In addition, LSL specifically addressed analytics testing, included GASB training for Finance staff at no additional charge, and additional services to be included in their fee.

While LSL is the second highest cost firm, the firm's experience, staff qualifications, team consistency, annual trainings offered, audit plan approach to operating as an extension of our organization, and demonstrated commitment to internal control sets LSL apart from the other firms. The costs for the auditing services for the four-year period will not exceed \$347,927. LSL was the only firm that provided all-inclusive maximum pricing for the four fiscal years as requested in the RFP as well as optional years pricing.

An appropriation of \$70,000 is already in the 2018-2020 Biennial Budget. A budget amendment is necessary to appropriate an additional \$14,415 to fiscal year 2018/19, for a total of \$84,415 for the first fiscal year of professional auditing services. This is a multi-year agreement with the remaining years to be appropriated in the next biennial budget process.

After a thorough review and based on the location, accessibility, size, client list, references and professional training opportunities for clients, staff recommends the award of an agreement to LSL as the City's independent auditor because LSL would provide the best overall value to the City for professional auditing services. The agreement would be for a term of four years with the option to renew on a year-by-year basis for two additional years, subject to satisfactory performance.

Attachment – Resolution; Contractual Services Agreement

Action - Staff recommends that the City Council, by resolution, authorize the Mayor to execute a multi-year agreement between Lance, Soll & Lunghard, LLP, Certified Public Accountants and the City of Newark, to provide professional auditing services to the City and to amend the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018 -2019.

3225294.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR AGREEMENT BETWEEN LANCE, SOLL & LUNGHARD, LLP (LSL), CERTIFIED PUBLIC ACCOUNTANTS, AND THE CITY OF NEWARK, TO PROVIDE PROFESSIONAL AUDITING SERVICES TO THE CITY AND TO AMEND THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2018-2019

WHEREAS, the City is required to obtain independent audits of their financial statements performed in accordance with the appropriate professional auditing standards; and

WHEREAS, the City Council is required to appoint an independent Certified Public Accountant firm; and

WHEREAS, the City issued a Request for Proposals for professional auditing services; and

WHEREAS, the City evaluated six qualified firms based on the responsiveness of the proposal, cost, experience, size, references, audit plan approach, and other qualifying factors; and

WHEREAS, the City determined that Lance, Soll & Lunghard, LLP is the best qualified among the firms evaluated to provide the best overall value to the City for professional auditing services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the Mayor to execute a multi-year agreement with Lance, Soll & Lunghard, LLP, Certified Public Accountants, on file with the City Clerk, and incorporated herein by reference, to provide professional auditing services.

BE IT FURTHER RESOLVED that the City Council does hereby approve the amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2018/19 to appropriate an additional \$14,415, for a total of \$84,415 for the first fiscal year of professional auditing services as follows:

To:	010-1010-5271	Professional Services	\$14,415
From:	010-0000-2991	Unallocated Fund Balance	\$14,415

3225295.1

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 23rd day of May 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and Lance, Soll, & Lunghard, LLP, 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: Items listed in the technical proposal in the section Audit Scope and Provisions as attached to agreement.

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", 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 Three Hundred forty seven thousand nine hundred twenty seven and No/100 Dollars (\$347,927.00) 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
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 billing, 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).

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.

In the event of an audit is conducted by the State Controller's Office and upon notification by City, Consultant shall assist City in defending its claim(s). One day of on-site audit assistance shall be included in the scope of this contract. A total of twenty four (24) Consultant hours shall be included in the scope of this contract. Additional time shall be paid for on a time and materials basis if requested by City.

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.

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.

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. City will provide all information needed to complete the claims two weeks prior to the established due date or two weeks after the data has been requested by the Consultant, whichever is first. If information has been received in a timely manner, Consultant agrees to complete and file the claim(s) on or before the date established for submitting such claims to the State of California.

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. Computerized claim forms and other proprietary software and materials are the sole ownership of the Consultant, and shall not be used or distributed in any way by 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. **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 and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. 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 Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if Consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
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.

Consultant shall maintain limits no less than:

- | | |
|---|---|
| 1. General Liability:
(including products-completed operations, personal and advertising injury) | \$1,000,000 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. 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. |

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant ceases operation 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 12 shall include a “wasting” policy limit (i.e. 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- , unless otherwise acceptable to City.

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 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 Insurance. For any claims related to these 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.
3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that 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 City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

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. Qualifications. 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.

6. SubConsultants. Consultant shall include all subConsultants as insured under its policies or shall furnish separate certificates and endorsements 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, agents, 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 12 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 Risk Manager of City 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".

13. **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 18, 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.

14. **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 negligent or wrongful acts or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, 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.

15. **LIMITATION OF LIABILITY**. Liability of Consultant to City with regard to all work and services performed or provided by Consultant including attorney's fees and duty to defend for City under this Agreement shall be limited to the total fee actually paid by City to Consultant under the applicable Proposed Scope of Work. Under no circumstances shall Consultant have any liability to City in excess of the amount of such fees or compensation. City acknowledges and agrees that but for the above limitation

of liability, Consultant would not be able to provide the services for City under this Agreement for the prices applicable to the Agreement, and that this limitation of liability is reasonable.

16. **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.

17. **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 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. 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.

18. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by Krysten Lee of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

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, in the case of Consultant, to:

CONSULTANT

Address: **Lance, Soll, & Lunghard, LLP**
2151 River Plaza, Suite 150
Sacramento, CA 95833

CITY OF NEWARK

Krysten Lee
Administrator
City of Newark
37101 Newark Boulevard
Newark, CA 94560

20. **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.

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

22. **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.

23. **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.

24. **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.

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

26. **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.

27. **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.

28. **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.

29. **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

Lance, Soll & Lunghard, LLP
a California Corporation

By _____
Mayor Alan L. Nagy

By _____
Consultant

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

Interim City Attorney

Date _____



AUDIT SCOPE AND PROVISIONS

The following services will be performed for the City of Newark by LSL:

1. Express an opinion on the fair presentation of its basic financial statement in conformity with generally accepted accounting principles.
2. Express an opinion on the fair presentation of the City's its combining and individual fund statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained on the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical section of the report. The City's Financial Statements will be prepared and processed by the audit firm.
3. Express an opinion on the City's compliance with the Single Audit Act and the provisions of OMB Circular A-133 and other applicable laws and regulations. In addition to the audit of federal awards, the auditor will review any materials included in the reporting package accompanying the data collection form. The City will prepare the Schedule of Expenditures of Federal Awards. The auditors will prepare the single audit report and provide one (1) electronic copy in PDF format and three (3) bound copies each year. The auditors will complete the data collection form and required filing with the Federal Audit Clearinghouse and provide the City with one (1) electronic copy in PDF format of the data collection form each year.
4. Prepare the Annual Report of Financial Transaction (State Controller's Report) for the City.
5. Perform Agreed-Upon Procedures in connection with the annual calculation of the appropriation limit (Gann), as required by Section 1.5 of the Article XIII B of the California Constitution. The auditor will be responsible for rendering their opinion and provide the City with one (1) electronic copy in PDF format.

6. Examine the City's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the City Council and a brief presentation to City Council.

7. If the auditor finds indications of defalcation or other circumstances requiring an extension of procedures beyond the scope of the examination, which would be sufficient under ordinary circumstances, the auditors will provide the Finance Manager with all readily ascertainable facts relative to such extraordinary circumstances together with an estimate for the additional cost of investigating same. Fees relating to such additional services are not contemplated as being within the scope of services to be performed under the paragraphs above and will be subject to approval by the City Council.

8. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

David Benoun, City Manager
Kristopher Kokotaylo, Interim City Attorney

9. The auditor will meet regularly with the Finance Manager as needed to discuss preliminary audit findings and/or progress. This part of the auditor involvement is essential to make sure the City clearly understands rollup issues, auditor entries, and groupings made by the auditor in the CAFR. Prior to issuing their final reports, the auditor will meet with representatives of the Finance Department in an exit conference format. All audit reports will be addressed to the City Council. The auditor may be consulted occasionally throughout the year as an information resource. The auditors may be asked to provide guidance on implementation of Government Accounting Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting.

10. Format and produce 15 copies of the CAFR and 10 copies of other component reports. The City will provide at their expense all necessary binder covers, tabs, spines along with chosen theme to accommodate auditor's production of the CAFR.



In addition, the auditors will provide a camera-ready PDF version of the CAFR so that the City may upload to its website and provide to outside parties electronically, including GFOA for award purposes.

Specific Deliverables for the City

1. Audit of the basic financial statements and deliver opinion letter for the CAFR by December 15.
2. Produce the CAFR to meet the GFOA December 31 deadline for the Excellence in Financial Reporting award program.
3. Testing programs for compliance with the Single Audit Act and applicable laws and regulations and issuance of an audit report by March 1.
4. Testing of compliance for Transportation Development Act programs and preparation of required audit report by December 1.
5. Audit of the Vehicle Registration Fee Program (VRF) and preparation of required audit report by December 1st.
6. Testing of compliance with the Agreement for Distribution of Measure B and Measure BB Transportation Improvement Funds and issuance of required audit report by December 1.
7. Audit of the component unit financial statements for the Newark Public Financing Authority by December 1.
8. Audit of the Measure GG financial statements and preparation of required audit report by December 1.
9. Audit of the Utility User Tax (UUT) financial statements and preparation of required audit report by December 1.
10. Perform procedures and issue agreed upon procedures opinion by December 1 to comply with Proposition 111 Appropriation Limit increment requirements.
11. The audit firm shall issue a separate Management letter and recommendations for improvements to internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions and deliver by December 1.

12. Prepare and submit State Controller's Report by January 15.

LSL is aware of the Cities Additional Provisions listed in the RFP, section V1.

Please refer to the Specific Audit Approach section, page 7 of this proposal, for detail on the scope of audit work, as well as time estimates.

SPECIFIC AUDIT APPROACH

PROPOSED SEGMENTATION OF THE ENGAGEMENT

The services will be divided into three segments.

Segment 1 - Planning and Obtaining an Understanding:

LSL will provide an annual audit communication letter, engagement letter, and Government Audit Quality Center Information letter. The audit communication letter is to be provided to the Governing Board. In addition, this can be communicated orally to the Governing Board or sub-committee, if requested. This communication will discuss the planning stages, the responsibilities of the Governing Board, Auditors, and Management, and provide an opportunity for communication with us as the auditors.

EXHIBIT A
SCOPE OF SERVICES



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CPA AND ADVISORS

LSL's audit team will meet prior to our initial on-site visit to brainstorm and discuss economic conditions, industry elements, and new standards that will affect the City of Newark. A trial balance is requested for our planning meeting to assist the LSL team in obtaining knowledge and preparing expectations for the audit year. We will compile a list of "Prepared by Client" ("PBC") items based on our review of prior year financial statements and information gathered. This will be provided to the City of Newark one month prior to our visit or earlier if requested. We operate on a paperless software system and provide a secured cloud-based portal for all clients. The City of Newark will have its own folder which can be customized to organize, and upload requested schedules, support documents, etc. Estimated time to complete Segment one is approximately 155 hours.

Segment 2 - Financial Audit Testing:

Based on the information gathered each year thus far, we will utilize a customized audit program based on the risk assessment developed during our assessment of the City's internal controls and government auditing standards. The primary benefit of a tailored program is a focused set of procedures to address relevant areas. We believe that this approach will be the most effective and efficient by linking financial statement assertions, audit objectives, and procedures that are basic to most governmental audit engagements and critical to the compliance with other material laws and regulations. We will annually compile another customized "Prepared by Client" (PBC) list for the year-end on-site visit provide at least one month prior or earlier if requested. We will request a trial balance for our analytical review to be provided one week prior to our arrival. Year-end fieldwork will include testing of the balance sheet, revenue and expenditures accounts, confirmation of selected balances, analytical procedures, evaluation of the internal controls and preparation of reports and letters. Estimated time to complete Segment two is approximately 280 hours.

Segment 3 - Conclusion:

Based on our year-end exit meeting we will schedule a plan to finalize the CAFR in the timetable of the City. We will schedule dates for the initial and final drafts including time for the City review and approval of the financial statements. In addition, this will account for the review of the engagement partner and quality assurance partner. After the review and receipt of the signed Representation Letter from the City, we will provide the final Reports by December 1st each year. Estimated time to complete Segment three is approximately 90 hours for all required reports and letters.

SAMPLE SIZE

Our approach may be to utilize statistical sampling in the areas of receipts, disbursements, utility billing and payroll. Here we develop a statistical conclusion based upon an initial computer selected random sample which is based on the population and other risk factors identified. If errors are noted in the sample, the sample size will be expanded. We believe that a random selection can be efficient, while providing each item in the population an equal chance of being selected. Additionally, we may select a stratified sample of all transactions over a specified dollar limit for review. This allows us to cover all high dollar value transactions not otherwise selected in the random sample. Our samples are selected randomly utilizing IDEA data analysis software.

ANALYTICAL PROCEDURES

For the audits of the financial statements, we will use analytical procedures as an overall review of the financial information in the preliminary and final stages of the audits. These procedures are designed to assist us in planning our audits and in assessing the propriety of the conclusions reached, and in the evaluation of the overall financial statement presentation. The procedures to be utilized consist of determining expectations for changes to significant revenue, expenditure and balance sheet accounts, reading the financial statements and related notes,



CPAs AND ADVISORS

reviewing the budget and related material and focusing on overall relationships within the financial statements. Once determined, these are reviewed to evaluate if the changes appear reasonable or require further analysis. For all significant differences, explanations are obtained as to why the situation occurred and additional substantive procedures may be applied and related evidence gathered to resolve concerns and questions.

If the City of Newark can provide a check register electronically for July 1st forward (period after the audit year), then we can pre-select our sample for accounts payable cut-off test work and provide that information ahead of time. Our PBC list will detail out schedules we would like provided, which is directed straight from the audit report. Support requested and sampling for these schedules will be assessed each year based on the strengths and weaknesses of the internal control processes of the City, and the materiality level of the account. We will discuss our analytical variances with the City and obtain documentation that provides support for the accounts.

**UNDERSTANDING OF THE CITY'S
INTERNAL CONTROL STRUCTURE
OVER FINANCIAL REPORTING**

To gain an understanding of the internal control structure over the financial statements, we will perform procedures as required by SAS 122-125. This will include review of internal controls in the areas of financial reporting; cash; revenues and receivables; expenditures and accounts payable; payroll; capital assets; long-term debt; or grant reporting, as applicable.

Based on the result of our review, we will issue a management letter (SAS 115 Letter) that will identify any significant deficiencies and/or material weaknesses noted. This report is required by the *Government Auditing Standards* issued by the Comptroller General of the United States. Auditing Standards require auditors to obtain an understanding of the Entity and its Environment along with Assessing the Risks of Material Misstatements. LSL obtains an understanding through a variety of ways all throughout the year, but the most pertinent time each year is during our interim on-site visit. We will conduct interviews with management of finance along with each audit section responsible party (e.g. cashier, accounts payable clerk, payroll clerk, etc.) to review the processes and controls through observation and discussions. Based on our observations, we will sample as we observe a "walk-through" to verify the system of control is working in accordance with policies and procedures.

We will provide a list each year of randomly selected employees of the City of Newark to interview for fraud interviews (SAS 99), which will consist of all levels of the City across all departments.

After our interim on-site visit, we will have an exit meeting to discuss potential weaknesses, if any, and provide any feedback for improvements or valuable information we have gathered from our outside clientele that would benefit the City of Newark.

**DETERMINING LAWS AND REGULATIONS
SUBJECT TO AUDIT TEST WORK**

The Laws and Regulations that will be subject to audit test work are determined from the applicable laws, regulations, contracts, and grant agreements which we identify through the understanding we obtain of the City of Newark and our extensive experience with governmental entities.



USE OF COMPUTER SOFTWARE IN THE ENGAGEMENT

We use specialized auditing software to perform our audit in addition to Data Analysis Software to perform audit testing. We also use secure web portals to communicate information.

DRAWING AUDIT SAMPLES

For tests of controls, we use audit sampling. Tests of controls are procedures directed towards determining the effectiveness of the design or operation of an internal structure policy or procedures. Normally, audit sampling is used for tests of controls and tests of compliance that involve inspection of documents and reports indicating performance of the applicable policy or procedures and compliance with the applicable laws and regulations. These sampling procedures test the operating effectiveness of an internal control structure policy or procedures by determining how the policy or procedure was applied, the consistency with which it was applied during the audit period, and by whom it was applied. To achieve this goal, we will draw samples for disbursements, receipts and payroll when applicable. Each document selected will be tested for various attributes that are designed to verify compliance with different aspects of internal controls and applicable laws and regulations. Additionally, each sample item will be tested for coding to the proper accounts and posting to the general ledger. Sample sizes vary based on the population and risk-based calculations.

QUALITY ASSURANCE POLICY AND PROCEDURES

LSL has established strict review procedures to ensure quality reporting in accordance with the standards. These procedures are designed to maximize adherence to quality.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

With our familiarity with similar governments, we do not anticipate unusual audit problems, except implementing GASB No 84, 86, and 87. We do anticipate some implementation challenges. To address these challenges, we offer training, experience with similar governments, and implementation experts within the firm and the team.

COST DATA

Cost Data is available in Attachment A and B on the following pages.

EXHIBIT B

PAYMENT



CPAs AND ADVISORS

ALL-INCLUSIVE MAXIMUM PRICE BY REPORT
Attachment B

Description of Services	2018/19	2019/20	2020/21	2021/22	Option Year 2022/23	Option Year 2023/24
Audit City Basic Financial Statements including GASB 34 assistance and Management Letter	\$ 55,445	\$ 56,554	\$ 57,685	\$ 58,839	\$ 60,016	\$ 61,216
Annual Report of Financial Transactions (State Controller's Office)	\$ 2,830	\$ 2,887	\$ 2,945	\$ 3,004	\$ 3,064	\$ 3,125
Single Audit and related reports**	\$ 4,650	\$ 4,743	\$ 4,838	\$ 4,935	\$ 5,034	\$ 5,135
Successor Agency and related disclosures	\$ 2,915	\$ 2,973	\$ 3,032	\$ 3,093	\$ 3,155	\$ 3,218
Audit Transportation Development Act Program (TDA)	\$ 1,650	\$ 1,683	\$ 1,717	\$ 1,751	\$ 1,786	\$ 1,822
Audit Measure B/BB- Alameda County Transportation Commission	\$ 3,610	\$ 3,682	\$ 3,756	\$ 3,831	\$ 3,908	\$ 3,986
Audit Vehicle Registration Fee (VRF)	\$ 2,470	\$ 2,519	\$ 2,569	\$ 2,620	\$ 2,672	\$ 2,725
Audit Utility User Tax (UUT)	\$ 2,720	\$ 2,774	\$ 2,829	\$ 2,886	\$ 2,944	\$ 3,003
Audit Measure GG	\$ 2,725	\$ 2,780	\$ 2,836	\$ 2,893	\$ 2,951	\$ 3,010
Prop 111 Appropriations Limit	\$ 425	\$ 434	\$ 443	\$ 452	\$ 461	\$ 470
Audit Newark Betterment Corporation (NBC)	\$ 3,955	\$ 4,034	\$ 4,115	\$ 4,197	\$ 4,281	\$ 4,367
Print all related reports, including preparation/production of CAFR and other audit reports including camera ready PDF version	\$ 1,020	\$ 1,040	\$ 1,061	\$ 1,082	\$ 1,104	\$ 1,126
Not to exceed Maximum Fee (incl. expenses)	\$ 84,415	\$ 86,103	\$ 87,826	\$ 89,583	\$ 91,376	\$ 93,203

**Price includes one major program. Each additional program is \$3,500.

Manner of Payment

All out of pocket expenses, such as travel, are included within the cost proposal. LSL will adhere to the guidelines set down in the Basis For Compensation section of the City of Newark's RFP.



CPA'S AND ADVISORS

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
Attachment A

POSITION	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	41	\$ 300	\$ 300	\$ 12,300
Manager	84	\$ 175	\$ 175	\$ 14,700
Senior Accountant	186	\$ 135	\$ 135	\$ 25,110
Staff Accountant	272	\$ 115	\$ 115	\$ 31,285
Clerical/Administrative	17	\$ 60	\$ 60	\$ 1,020
Total	600			\$ 84,415

EXHIBIT C
QUALIFICATIONS



CPA AND ADVISORS

INDEPENDENCE

We meet the independence requirements as defined by *Government Auditing Standards* for the City of Newark. Our partners do not own any other business organization that has in the past, or will in the future, be providing services, supplies, materials or equipment to City of Newark. We haven't had any professional relationship with City of Newark, any of its agencies or component units within the past five years (also as defined by *Government Auditing Standards*). LSL will provide written notice of any reportable professional relationship entered into during the period of the proposed agreement.

LICENSE TO PRACTICE IN CALIFORNIA

LSL is a limited liability partnership and is not a wholly owned subsidiary of a parent company. LSL is a public accounting firm licensed by the State of California, Department of Consumer Affairs, as a Public Accounting Partnership. As a firm, we are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. All key staff to be assigned to this engagement are or will be licensed by the State of California to practice as Certified Public Accountants.

INSURANCE

LSL currently maintained the following insurance coverage:

- Commercial General Liability: \$2,000,000 per claim / \$4,000,000 aggregate
- Automobile (non-owned) Liability: \$2,000,000
- Umbrella Liability: \$1,000,000
- Professional Liability (Errors & Omissions): \$3,000,000 per claim & aggregate
- Cyber and Data Privacy:
 - Network Security Claims: \$2,000,000
 - Privacy Event expenses: \$100,000
- Worker's Compensation: \$1,000,000

A Certificate of Insurance meeting the City of Newark's requirements will be provided upon being awarded the contract for professional audit services. The City of Newark, its officials, officers, employees, agents, and volunteers will be named as additional insureds on LSL's policies of commercial general liability and automobile liability insurance.

FIRM QUALIFICATIONS AND EXPERIENCE

SIZE OF THE FIRM

Our firm has approximately 115 employees including 17 partners and professional staff. Governmental staff consists of four partners, two senior managers, four managers, five supervisors, and ten seniors. All professional staff assigned to the proposed engagement work on a full-time basis.

GFOA AWARD PROGRAM

We prepare the financial statements and footnote disclosures in GASB 34 format for most of our clients that have received the GFOA award. All of our governmental partners, managers and seniors have been closely involved in the preparation of these reports.

NUMBER OF PROFESSIONAL STAFF TO BE EMPLOYED ON THE ENGAGEMENT

The personnel assigned to this engagement will include an engagement partner (field partner), a concurring partner (quality control), audit senior manager (technical manager), audit manager (field manager), and a senior in-charge and two to three additional staff. All professional staff assigned to the proposed engagement work on a full-time basis.

EXTERNAL QUALITY CONTROL REVIEWS

We have participated in the peer review program since its inception. The most recent peer reviews were conducted by Sikich. All peer reviews covered governmental engagements. Our most recent peer review is included on page 6.

DESK REVIEWS/DISCIPLINARY ACTION

There have been no disciplinary actions against our organization since its inception. Our Single Audit reports are desk reviewed either by the Federal cognizant agency or the State Controller's Office acting as the Oversight Agency. We have never had a report rejected by any of these agencies. In fact, we are highly regarded and recognized by the staff of the State Controller's Office for top quality reports.



1735 Merriman Road
Akron, OH 44313

330.864-6661 // www.sikich.com
Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

SYSTEM REVIEW REPORT

October 26, 2016

To the Partners of Lance, Soll & Lunghard, LLP
and the Peer Review Committee of the California Society of CPA's:

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the Firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

Sikich LLP



Kenneth A. Macias, D.P.A., M.B.A., CPA
Engagement Partner



Deborah A. Harper, CPA
Quality Assurance Partner



Brandon T. Young, CPA
Assurance Senior Manager



Jocelyn Esparza, CPA
Assurance Manager (Field Manager)

PARTNER, MANAGER/SUPERVISOR AND STAFF QUALIFICATIONS AND EXPERIENCE

KEY PERSONNEL AND RESPECTIVE RESPONSIBILITIES

The individuals assigned have experience in performing the tasks for which they are responsible, as well as familiarity with all municipal accounting operations. In addition, each has developed extensive skills in a variety of other complementary subjects through their work with clients in other industries. Thus, the experience gained on previous assignments can be applied and tailored to the unique needs of your organization. **LSL will not be subcontracting any portion of the audits of the City of Newark.**

The partners at LSL are routinely an integral part of the audit process and will be overseeing and supervising staff personnel in the field.

Resumes of the key personnel assigned are included on the following pages and list their governmental auditing experience, applicable continuing professional education for the past three years, and memberships in professional organizations relevant to the performance of the audit of the City of Newark.

Any changes in personnel at the in-charge level or above will be approved by the City of Newark. LSL's philosophy is to provide **quality audit services with minimal disruption to City staff.** Our focused efforts to obtain and retain quality staff have further enabled us to provide high level of services to our clients. The City has the right to retain or reject replacements, if the situation deems necessary.

CONTINUING EDUCATION

As a firm policy, all professional government staff meet the requirement of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period. Our educational programs include training from CalCPA, AICPA, Government Audit Quality Center, and GFOA.



CPA AND ADVISORS



KENNETH A. MACIAS, D.P.A, M.B.A., CPA
ENGAGEMENT PARTNER

ACHIEVEMENTS

Ken Macias has over 38 years of extensive experience, including, all phases of external and internal auditing, accounting, evaluating internal controls, and providing performance audits for large, complex organizations. He founded and managed another large statewide government audit and consulting firm—Macias Gini & O'Connell, LLP (MGO). After leaving MGO's partnership, he joined LSL to continue to serve government organizations and mentor staff.

Ken is a well-respected member of the accounting profession who has earned national recognition. He has been appointed to several national and state accounting and auditing related positions including the prestigious AICPA Auditing Standards Board (ASB) and the AICPA Governance Council. Due to his involvement on various AICPA Board and Councils, he was named to the AICPA Board of Directors.

As a former member of the AICPA State and Local Government Expert Panel, Ken was one of the contributors to the revised Audits of State and Local Government Units (The Audit Guide). He has also been an active member of an AICPA task force on performance auditing and program specific audits. He continues to serve on GASB Task Force projects. He served on the task force that ultimately issued GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools. He also served on GASB's Asset Impairment Advisory Committee.

As a member of the ASB he was responsible for drafting and finalizing pronouncements, reports, studies, practice aids, etc., for all auditing standards. His active participation allows him to be at the forefront in understanding and establishing quality standards of reporting and auditing governmental entities and to be an effective liaison with the GASB, the GAO, the OMB, the State Controller's Office, the AICPA, the CSCPA's, and other significant federal, state and local agencies.

LICENSES

Certified Public Accountant - California 1981
Certified Government Financial Manager -1996
Certified Global Management Accountant - 2014



Kenneth A. Macias, D.P.A., M.B.A., CPA, Engagement Partner (Continued)

EDUCATION

Doctorate in Public Administration (D.P.A.) - University of Southern California (USC)
M.B.A. in Finance Golden Gate University, San Francisco
Master of Public Administration (M.P.A.) in Management (USC)
M.S. in Accountancy and Taxation from California State University, Sacramento (CSUS)
B.S. Business Administration

CONTINUING EDUCATION

Total hours were 149 in last three years of which 78 were in governmental accounting and auditing subjects. Kenneth has met the Governmental Auditing Standards requirement for governmental CPE.

MEMBERSHIPS

Certified Public Accountant
Certified Government Financial Manager (CGFM) by the AICPA Board of Directors
AICPA Board of Directors (2011-2014)
American Society for Public Administration
American Institute of Certified Public Accountants
Association of Government Accountants
California Society of Certified Public Accountants
Government Finance Officers' Association
Board Member, California Utilities Diversity Council, an advisory board to the California Public Utilities Commission
Chair Emeritus California Hispanic Chambers of Commerce, a network of 65 local chambers with over 700,000 Hispanic businesses

Cities & Counties Served

Fresno County
Orange County
Placer County
Sacramento County
City of San Diego
City of Sacramento
City of Los Angeles
City of Oakland
City of San Jose
City of Galt
City of Dinuba
City of Cypress

Enterprise Governments

California Public Employers' Retirement System (CalPERS)
California State Teachers' Retirement System (CalSTRS)
Oakland International Airport
Golden Gate Bridge
Los Angeles International Airport
Los Angeles County Metropolitan Transportation Authority
Port of Oakland
Central Valley Water District
Golden State Water (Private Company)
Del Oro Water Company (Private)
Georgetown Divide Utilities District

Ken has provided all professional services to government organizations during his long, distinguished career.



DEBORAH A. HARPER, CPA
QUALITY ASSURANCE PARTNER

ACHIEVEMENTS

Deborah was accepted as a 2015 and 2016 **executive committee member of the AICPA Government Audit Quality Center**, which is a national division for governments. As an executive board member, Deborah participates in the development, review, and first-hand discussion of new standards and guidance published in the AICPA Audit Guides which is provided to audit firms across the country.

In 2017, Deborah also accepted participation in the **GASB Research Note Disclosure Reexamination Roundtable**.

Deborah leads the Lance, Soll & Lunghard, LLP training program and serves as the firm Learning Director. She also serves as a technical reviewer for the Government Finance Officers Association (GFOA).

LICENSE

Certified Public Accountant - California 2005

CONTINUING EDUCATION

Total hours were 132 in last three years of which **68 were in governmental accounting and auditing subjects**. Deborah has met the Governmental Auditing Standards requirement for governmental CPE.

MEMBERSHIPS

California Society of Certified Public Accountants (CalCPA)
American Institute of Certified Public Accountants (AICPA)
California Society of Municipal Finance Officers, Associate Member (CSMFO)
Government Finance Officers Association, Associate Member (GFOA)
Governmental Accounting and Auditing Committee
AICPA Government Audit Quality Center

EXPERIENCE

Over sixteen years of experience in governmental audits. During her time with the firm, Deborah has performed all phases of our government audits and made numerous presentations to Boards of Directors and Audit Committees.



Deborah A. Harper, CPA, Partner (Continued)

She has been involved on the following similar engagements:

- | | |
|---------------------------------|-----------------------|
| Cucamonga Valley Water District | City of Glendora |
| Coachella Valley Water District | City of Simi Valley |
| Inland Empire Utilities Agency | City of Thousand Oaks |
| City of Irvine | City of Corona |
| City of Aliso Viejo | City of Diamond Bar |
| City of Laguna Niguel | City of Banning |
| City of Monrovia | City of Claremont |
| City of Orange | City of Brea |
| City of Seal Beach | City of Fullerton |
| City of Chino Hills | |

This work entailed:

- The preparation of the Comprehensive Annual Financial Report for those entities involved in the award programs of the California Society of Municipal Finance Officers and the Government Finance Officers Association of the United States and Canada.
- Review the audit of these entities and provide technical assistance throughout the year to deliver the most up to date information with current GASB pronouncement.
- Present the overall audit results to audit committees or other Board Members.

EDUCATION

Bachelor of Arts Degree in Business Administration with an emphasis in Accounting –
California State University, Fullerton 2000



BRANDON T. YOUNG, CPA
ASSURANCE SENIOR MANAGER

LICENSE

Certified Public Accountant - California 2014

CONTINUING EDUCATION

Total hours were 125 in last three years of which **74 were in governmental accounting and auditing subjects**. Brandon has met the Governmental Auditing Standards requirement for governmental CPE.

MEMBERSHIPS

California Society of Certified Public Accountants (CalCPA)
American Institute of Certified Public Accountants (AICPA)
CalCPA State Governmental Accounting & Auditing Committee (GAA)
California Society of Municipal Finance Officers (CSMFO)

EXPERIENCE

Brandon has quickly become a leader in our government department in his 7+ years with the firm. Brandon has performed and managed all phases of our government audits, including cities, special districts, CAFR audits, successor agency audits and Single Audits, as well as REAC Submissions and Reporting. He is very involved in the firm training and mentorship program. His knowledge on recording and reporting long-term debt is a tool utilized consistently in firm training sessions. He also serves as a technical reviewer for the Government Finance Officers Association (GFOA). He has been involved in the following governmental engagements:

City of Galt	City of Brea
City of Dixon	City of Santa Barbara
City of Chula Vista	City of Yorba Linda
City of Emeryville	City of Manhattan Beach
City of Coronado	City of Orange
City of Rancho Cucamonga	Union Sanitary District
City of Santa Monica	Cucamonga Valley Water District
City of Santa Fe Springs	Orange County Water District
City of Irvine	San Diego County Water Authority
City of Pasadena	Coachella Valley Water District
City of Laguna Niguel	Inland Empire Utilities Agency
City of Indian Wells	Three Valleys Municipal Water District
	Orange County Fire Authority

EDUCATION

Bachelor of Arts Degree in Accounting – Magna Cum Laude – Vanguard University, 2012



JOCELYN ESPARZA, CPA
ASSURANCE MANAGER (Field Manager)

LICENSE

Certified Public Accountant – California 2017

CONTINUING EDUCATION

Total hours were 132 in last three years of which **82 were in governmental accounting and auditing subjects**. Jocelyn has met the Governmental Auditing Standards requirement for governmental CPE.

MEMBERSHIPS

California Society of Certified Public Accountants (CalCPA)
California Society of Municipal Finance Officers (CSMFO)

EXPERIENCE

Jocelyn has progressed in an outstanding manner. During her time with the firm, Jocelyn has performed all phases of our government audits, including water districts, other special districts, CAFR audits, successor agency audits and Single Audits. She has been involved in the following municipal engagements:

City of Galt	City of Duarte
City of Dixon	City of Inglewood
City of Pomona	City of San Dimas
City of Thousand Oaks	City of Diamond Bar
City of Downey	City of Manhattan Beach
City of Cathedral City	City of Emeryville
City of Live Oak	Union Sanitary District
City of Santa Fe Springs	Cucamonga Valley Water District
City of Pasadena	Monterey Regional Water Pollution Control Agency
City of Bell	Coachella Valley Water District
City of Malibu	San Juan Water District
City of Brea	Three Valleys Municipal Water District
City of Rolling Hills	Covered California

EDUCATION

Bachelor of Arts Degree in Business Administration, Concentrations in Accounting & Information Systems – California State University, Fullerton, 2013

F.4 Authorization for the Mayor to execute an Emergency Medical Services First Responder Advanced Life Support Services Agreement between the City of Newark and the County of Alameda – from Interim City Attorney Kokotaylo and City Manager Benoun. (RESOLUTION)

Background/Discussion – The County of Alameda is designated, by California Health and Safety Code Division 2.5, Section 1797.94, as the responsible agency for establishing policies and procedures for the approval and designation of paramedic service providers within its jurisdictions, including the City of Newark. The County of Alameda established an Emergency Medical District and has entered into contracts with public and private providers to assure that emergency medical services are available within the jurisdictions.

The City of Newark receives fire protection services through a contract with the Alameda County Fire Department (ACFD). ACFD provides fire suppression, fire prevention, first aid, Basic Life Support (BLS), and Advanced Life Support (ALS). ALS services are provided by staffing a paramedic on each fire unit within the City of Newark.

The City of Newark currently provides a paramedic on each of the department’s three units (two Engine companies and one Truck company) and thus has three First Responder Advance Life Support units.

The City Council previously approved the existing First Responder Advance Life Support Services (FRALS) Agreements with the County of Alameda, which is currently set to expire on June 30, 2019.

The proposed FRALS Agreement would be in effect for five years beginning July 1, 2019 and allows for a five-year extension upon mutual consent of both parties. Under the proposed FRALS Agreement, the City is an authorized provider of FRALS within the Alameda County EMS system. The FRALS Agreement establishes the procedures and processes for providing these services including:

- The priority of calls to requests for medical assistance and the services area for the City;
- The performance standard that the City must meet in responding to calls for service;
- Personnel and equipment requirements; and
- Administrative provisions related to the failure to meet the requirements of the agreement.

The proposed FRALS agreement provides emergency services for the residents of Newark generally consistent with current services. This agreement is similar to the previous FRALS agreement.

Attachment – Resolution Agreement

Action – Staff recommends that the City Council, by resolution, authorize the Mayor to execute an Emergency Medical Services First Responder Advanced Life Support Services Agreement between the City of Newark and the County of Alameda.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO EXECUTE AN
EMERGENCY MEDICAL SERVICES FIRST RESPONDER
ADVANCED LIFE SUPPORT SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND THE COUNTY OF
ALAMEDA

WHEREAS, the City of Newark provides fire protection services through a Fire and Emergency Response Services Agreement with the Alameda County Fire District (ACFD), also known as the Alameda County Fire Department; and

WHEREAS, the Fire and Emergency Response Services Agreement calls for ACFD to provide basic fire suppression and prevention, emergency first aid, Basic Life Support (BLS), and Advanced Life Support (ALS) Paramedic Services on its First Responder units to enhance the emergency medical services provided to the residents of Newark; and

WHEREAS, the City Council has previously approved the existing First Responder Advanced Life Support Services (FRALS) Agreements with the County of Alameda; and

WHEREAS, the current FRALS Agreement will expire on June 30, 2019; and

WHEREAS, the proposed FRALS Agreement shall be in effect for five years beginning July 1, 2019 and allows for a five-year extension upon mutual consent of both parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Mayor is authorized to execute an Emergency Medical Services First Responder Advanced Life Support Services Agreement with the County of Alameda, said agreement on file with the City Clerk.

**Emergency Medical Services
First Responder Advanced Life Support
Services Agreement**

County of Alameda

and

The City of Newark

Date: July 1, 2019

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
DEFINITIONS AND ACRONYMS	ii
SECTION 1 - INTRODUCTION.....	1
SECTION 2 - TERM	2
SECTION 3 - SERVICES/PRIMARY SERVICE AREA.....	2
SECTION 4 - FIRST RESPONDER COOPERATION/DESIGNATION.....	3
SECTION 5 - PERFORMANCE STANDARDS	3
SECTION 6 - ADDITIONAL SERVICE PROVISION	5
SECTION 7 - QUALITY IMPROVEMENT.....	6
SECTION 8 - PERSONNEL REQUIREMENTS.....	7
SECTION 9 - ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM.....	7
SECTION 10 - MEDICAL OVERSIGHT/COMPLIANCE WITH MEDICAL PROTOCOLS.....	8
SECTION 11 - VEHICLES AND EQUIPMENT.....	8
SECTION 12 - REQUIRED REPORTS.....	9
SECTION 13 - PERFORMANCE PROVISIONS.....	10
SECTION 14 - COOPERATION WITH EMS SYSTEM/COMMUNITY EDUCATION.....	12
SECTION 15 - ADMINISTRATIVE PROVISIONS.....	12
SECTION 16 - GENERAL PROVISIONS	15
SIGNATORY.....	24
EXHIBIT A - DEPICTION & DEFINITION - CITY'S PRIMARY RESPONSE AREA/EOA	1
EXHIBIT B - MINIMUM INSURANCE REQUIREMENTS	2
EXHIBIT C - DEBARMENT AND SUSPENSION CERTIFICATION.....	3

DEFINITIONS AND ACRONYMS

5150 CALL	Services involving a patient who has been (or shall be) placed on a hold for psychiatric evaluation, including transport to a psychiatric facility in accordance with the California Code of Regulations Welfare and Institutions Code, §5150 and EMS Policies.
AMBULANCE	As defined pursuant to Title 13 of the California Code of Regulations, §1100.2. A vehicle specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, and compliant with state requirements.
ACRECC	Alameda County Regional Emergency Communications Center.
ALS	Advanced Life Support – EMT-P Level of service, as defined in California Health and Safety Code, Division 2.5, §1797.52.
ARRIVAL AT INCIDENT	The moment the FRALS unit is fully stopped at the Incident Location and Field Personnel notify the Dispatch Center of the arrival.
BASE HOSPITAL	As defined in California Health and Safety Code, Division 2.5, §1797.58. The Base Hospital for Alameda County is Alameda County Medical Center, Highland Campus.
BLS	Basic Life Support – EMT-B level of service, as defined in California Health and Safety Code, Division 2.5, §1797.60.
BOARD	Alameda County Board of Supervisors.
CAD	Computer Aided Dispatch.
CONTINUING EDUCATION (CE)	As defined in the California Code of Regulations, Title 22, Chapter 11.
CITY	City of Newark
CITY'S MEDICAL DIRECTOR	A California licensed physician, experienced in the field of emergency medical services, and employed by the City to provide medical oversight to City's field personnel, in conjunction with the EMS medical director.
COUNTY	The County of Alameda.
COUNTY CONTRACTED PRIVATE PROVIDER	The Contractor selected by the County through a competitive process, and under agreement with the County, to provide 911 emergency medical ground ambulance response and transportation at an Advanced Life Support (ALS) level of service, and where specified in their Agreement, Basic Life Support (BLS) level of service (herein known as Falck Northern California.)
COUNTY DESIGNATED EMERGENCY MEDICAL DISPATCH CENTER OR MEDICAL DISPATCH CENTER	A medical dispatch center designated by the County that uses call prioritization and pre-arrival instructions based on a County-approved Medical Priority Dispatch System, and is accredited as a Center of Excellence by the National Academies of Emergency Dispatch. Referred to as "Medical Dispatch Center" in this document.

COUNTY EMS	Used in this Agreement to refer to Alameda County Emergency Medical Services, a Division of the Health Care Services Agency, and designated as the Local EMS Agency (LEMSA) for Alameda County.
COUNTY EMS DIRECTOR	The director of the Alameda County Emergency Medical Services, a Division of the Health Care Services Agency.
COUNTY EMS MEDICAL DIRECTOR	The physician in the position of Medical Director for Alameda County Emergency Medical Services, a Division of the Health Care Services Agency.
COUNTY EMS POLICIES	Policies and procedures issued by the Alameda County Emergency Medical Services that are contained in the Alameda County Emergency Medical Services Field Manual and/or Administration Manual, which may be revised from time to time.
DATA COLLECTION SYSTEM	The software and hardware used to collect, store and report on information from the provision of Services, which includes the Patient Care Reports.
DISASTER	An occurrence of a natural catastrophe, technological accident, or human caused event that has resulted in severe property damage, deaths, and/or multiple injuries.
EMSA	Emergency Medical Services Authority of the State of California.
EMT	Emergency Medical Technician.
ERZ	Emergency Response Zone, as depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CITY'S PRIMARY RESPONSE AREA.
FEDERAL	Refers to United States Federal Government, its departments and/or agencies.
FIELD PERSONNEL	City's paramedics and EMTs responsible for responding to 911 requests for emergency first responder services pursuant to this Agreement.
FTE	Full-Time Equivalent: a unit that indicates number of employees required to perform the services of the Agreement assuming that all employees work a full-time schedule
PERCENTILE (FRACTILE)	A method of measuring data in which all applicable data are stacked in ascending order and the total number is calculated as a percentage of the total number of calls. (e.g.: a 90th percentile standard is one where 90% of the applicable calls are answered within the response standard, while 10% take longer than the standard.)
FIRST RESPONDER (AGENCY)	Entities with an agreement with the County to provide first responder service to the scene of a medical emergency.
FIRST RESPONDER ADVANCED LIFE SUPPORT (FRALS) SERVICE(S)	City's provision of 911 emergency advanced life support medical response as required by this Agreement in accordance with EMS Policy.
FIRST RESPONDER ADVANCED LIFE SUPPORT UNIT (FRALS)	Fire or rescue response vehicle staffed and equipped with a minimum of one California State licensed and Alameda County accredited paramedic, as defined in EMS policies, capable of providing ALS care at scenes of medical emergencies.
INCIDENT LOCATION	The destination address or location of the patient to which the FRALS is dispatched.
LEMSA	Local Emergency Medical Services Agency, as defined in California Health and Safety Code, Division 2.5, §1797.94.

MEDICAL PRIORITY DISPATCH SYSTEM ("MPDS")	A system approved by the County EMS Medical Director that categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response.
MULTI-CASUALTY INCIDENT ("MCI")	A Multi-Casualty Incident (MCI) is any incident where the number of injured persons exceeds the day-to-day operating capabilities and requires additional resources and/or the distribution of patients to multiple hospitals.
MUTUAL-AID	Emergency service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources.
PARAMEDIC	As defined in California Health and Safety Code, Division 2.5, §1797.84.
PCR	Patient Care Report, in electronic form.
PRIMARY SERVICE AREA	The City jurisdictional limit or area(s) for which the responding agency is responsible to provide emergency response. See EXHIBIT A FOR A DESCRIPTION OF THE CITY'S PRIMARY SERVICE AREA.
RESPONSE TIME	The time elapsed from the time a call is received by the response unit from the dispatch center, until arrival at the incident location by the FRALS.
QUALITY IMPROVEMENT	As defined in the California Code of Regulations, Title 22, Chapter 12 and EMSA #166: EMS System Quality Improvement Guidelines.
STATE	The State of California, its departments and/or agencies.

SECTION 1 - INTRODUCTION

- 1.1 The Alameda County Emergency Medical Services Agency is designated as the Local Emergency Medical Service Agency (LEMSA) as defined in the California Health and Safety Code Division 2.5, Section 1797.94 responsible for establishing policies and procedures for the approval and designation of paramedic service providers within its jurisdiction.
- 1.2 The County has established an Emergency Medical Service District (EM-1983-1) and has entered into agreements with various Emergency Medical Services (EMS) providers, both public and private, to assure the availability of emergency medical response and transportation services within the District.
- 1.3 The City shall provide First Responder Advanced Life Support (FRALS) services to requests for medical assistance as defined by local policy and procedure. Response procedures shall be based on the algorithms in the Medical Priority Dispatch System (MPDS) protocols (TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS) including 5150 calls. As per MPDS and State regulations (CA Health and Safety Code Section 1798(a) – Medical Control), call prioritization must be determined under the direction of the Medical Director.
- 1.4 City agrees to follow all County EMS Policies.
- 1.5 County agrees that any change to County EMS Policies that requires a modification to the City's budget requires mutual agreement between the County and City.
- 1.6 City shall adequately deploy FRALS units to continually meet the Performance Standards stipulated in Section 5 of the Agreement. The number of staffed fire or rescue FRALS units is at the sole discretion of the City.
- 1.7 The parties hereby execute this single agreement which will constitute formal designation of City as an authorized provider of First Responder Advanced Life Support Services within the Alameda County EMS system under Health & Safety Code Section 1797.178, a paramedic service provider agreement under Title 22 CCR Section 100168, and a written agreement regarding the provision of prehospital emergency medical services under Health & Safety Code Section 1797.201. Nothing in this agreement is intended to extinguish any existing rights of the parties under Section 1797.201 or 1797.224 of Division 2.5 of the California Health and Safety Code.

SECTION 2 - TERM

- 2.1 The term of the agreement shall be July 1, 2019 through June 30, 2024. The EMS Agency and City may extend this Agreement by mutual agreement for up to an additional five (5) years.

SECTION 3 - SERVICES/PRIMARY SERVICE AREA

- 3.1 City shall identify and provide a representative, available to respond at all times within City's Primary Service Area and authorized to act on behalf of City in all operational matters. City shall provide the specific means for contacting the designated representative.
- 3.2 City shall be responsible for ensuring dispatch and responding to requests for emergency medical services originating within its primary service area.
- 3.3 **First Responder Advanced Life Support (FRALS) Services**

The City shall provide FRALS services to requests for medical assistance as defined by local policy and procedure. Response procedures shall be based on the algorithms in the Medical Priority Dispatch System (MPDS) protocols (TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS) including 5150 calls. As per MPDS and State regulations (CA Health and Safety Code Section 1798(a) – Medical Control), call prioritization must be determined under the direction of the Medical Director.

- a. City shall provide FRALS service to patients until transfer of patient care to arriving transport resource if applicable, according to County EMS Policies, or a medical physician of competent authority in accordance with County EMS Physician-on-scene policy.
- b. Services shall be provided to all areas within the Primary Service Area and as otherwise required by this Agreement. A map of the City's Primary Service Area is attached as EXHIBIT A - DEPICTION AND DEFINITION OF CITY'S PRIMARY SERVICE AREA.

3.4 Standards

- a. City shall be available to provide FRALS services 24 hours per day, 7 days per week, 52 weeks per year without interruption, for the full term of the Agreement. These services shall be provided without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
- b. City shall work cooperatively with the County EMS Director, EMS Medical Director, and other County staff and agencies to fulfill the terms and conditions of this Agreement. Likewise, the County EMS Director, EMS Medical Director, and other County staff and agencies shall work cooperatively with the City's Fire Chief and other City staff.

3.5 Primary Service Area

City, within the area designated herein as City's Primary Service Area, which includes the entire area within the City of Newark, and as described in EXHIBIT A - DEPICTION AND DEFINITION OF CITY'S PRIMARY SERVICE AREA.

SECTION 4 - FIRST RESPONDER COOPERATION/DESIGNATION

- 4.1 City's personnel shall cooperate fully with transporting ambulance personnel to facilitate the timely and effective transfer of patient care at the scene; according to Alameda County EMS policy.
- 4.2 City agrees that FRALS units shall be staffed to provide 24 hours a day, 7 days a week coverage and meet the performance standards mutually agreed to and set forth in this Agreement.

SECTION 5 - PERFORMANCE STANDARDS

5.1 Response Times

City's response time for requests for emergency medical services shall be dispatched according to MPDS categories and shall meet the following performance standards:

- a. City's Response Times shall be calculated on a monthly basis for reporting purposes to determine performance using Percentile (Fractile) Response Time measurements. Response Times for departments with low call volume (less than 100 calls per month) shall be calculated once the City has responded to 100 calls.
- b. City's Response Time for Services in the Primary Service Area shall meet the requirements in Table A, below. City shall make a best effort to achieve a 90% performance level based upon the Response Times in TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS.
- c. A City not using MPDS shall respond to all calls using the Priority 1 Response Times.

MPDS CATEGORY:	Response Time
Priority 1	08:30 min.
Priority 2	08:30 min.
Priority 3	08:30 min.
Priority 4	N/A

TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS

5.2 **Response Time Measurement**

- a. Response Time shall be measured in minutes and integer (whole) seconds from the time the call is received by City from the dispatch center until arrival at the Incident Location by the FRALS, or until the call is cancelled by a public safety agency or dispatch center.
- b. City's FRALS shall report on-scene time or staging location time to its dispatch center immediately upon arrival at the scene/staging location.

5.3 **Calculating Changes in Call Priority**

- a. **Upgrades** - If an assignment is upgraded prior to the Arrival at Incident of the FRALS (e.g. from a Priority 4 to Priority 2), City's performance shall be calculated based on the shorter of:
 - Time elapsed from dispatch to time of upgrade plus the higher priority Response Time standard, or,
 - The lower priority Response Time standard.
 - In all such cases, the electronic PCR shall indicate the reason why the priority status was upgraded to provide the ability for quality assurance/quality improvement review.
- b. **Downgrades** - If a call is downgraded by dispatch, prior to arrival on scene of the FRALS (e.g. from a Priority 2 to a Priority 4), City's performance shall be determined by:
 - If the time of the downgrade occurs after the FRALS has exceeded the higher priority Response Time standard, the higher priority Response Time standard shall apply; or,
 - If the time of the downgrade occurs before the FRALS has exceeded the higher priority Response Time standard, the lower priority Response Time standard shall apply.
 - In all such cases, the electronic PCR shall indicate the reason why the priority status was downgraded to provide the ability for quality assurance/quality improvement review.
- c. **Canceled Calls**

If a call is canceled prior to the FRALS Arrival at Incident, the performance shall be calculated based on the elapsed time from dispatch to the time the call was canceled.

In situations where the FRALS unit has responded to a location other than the Incident Location (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or where rugged terrain precludes access), Arrival at Incident shall be the time the FRALS arrives at the designated staging location or the nearest public access point to the patient's location.

5.4 Performance Reporting Exemptions

- a. City may request that a late response be excluded from the calculation of Performance Reporting ("an Exemption"), if that call falls into one of the following categories:
 - A declared Multi-Casualty Incident ("MCI") or disaster that the County EMS Director determines has had a material impact on City's resources.
 - There was a delay because information relayed by the Medical Dispatch Center was substantially incorrect so as to prohibit timely arrival at the call.
- b. Request for an Exemption must be in writing and received by the County EMS Director within ten (10) calendar days following the end of the month in which the event occurred. Performance Reporting Exemptions may be granted by the County on a per call basis, following review and investigation by the County. Calls that are approved as an Exemption shall not be included in the calculations for Performance Reporting. Such requests must include all of the following:
 - Detailed description of the circumstances causing the response delay
 - Date and time of the occurrence
 - Dispatch agency name
 - Unit number
 - Originating location of responding unit
 - The request must include performance reports for the month in which the incident occurred and written documentation supporting the request.

SECTION 6 - ADDITIONAL SERVICE PROVISION

6.1 5150 Response

- a. City shall respond paramedic ALS level personnel to 5150 Calls dispatched as Priority 2.
 1. If the patient does not require medical clearance at an emergency department, the City may cancel the ALS ambulance and request through the appropriate dispatch center that a BLS ambulance or County approved alternative transport resource

transport the patient to the appropriate psychiatric facility, in accordance with County EMS Policies regarding psychiatric patient care.

- b. 5150 calls initially dispatched as Priority 4 by an Emergency Medical Dispatch (EMD) Center will be responded to by the appropriate transport provider. City is not required to respond FRALS to 5150 calls dispatched as Priority 4.

6.2 **Multi-Casualty Incident/Disaster Response**

- a. City shall make every effort to provide resources in response to mutual aid requests in accordance with County mutual aid agreements during a declared or an undeclared disaster or Multi-Casualty Incident ("MCI").
- b. Incident Notification - City shall have a mechanism in place to communicate current field information to ACRECC during a medical response to: a) MCIs, b) disaster responses, c) hazardous materials incidents, and d) other unusual occurrences, as described in EMS Policies.
- c. Interagency Training for Exercises/Drills - City is encouraged to participate in exercises, disaster drills, and interagency training.

SECTION 7 - QUALITY IMPROVEMENT

- 7.1 City shall work with County EMS to develop a Quality Improvement template that shall be used to develop a Quality Improvement Plan. The Quality Improvement Plan shall:
 - a. Be consistent with the requirements of the State California for emergency medical system quality improvement, including those contained in Title 22, Chapter 12.
 - b. Be consistent with County EMS Policies.
 - c. Incorporate performance assurance, process measurement and control, and process improvements.
 - d. Measure clinical indicators as developed through collaborative efforts with the County.
 - e. Be based on current EMS research and call demand.
 - f. Endeavor to ensure the long-term economic viability of the EMS system while maximizing value to the community.
- 7.2 The City shall provide the County EMS Director with an updated Quality Improvement Plan annually on February 1st of each year.
- 7.3 City shall ensure that personnel in leadership positions actively oversee the implementation of the Quality Improvement Plan, including but not limited to:

- a. Ensuring the agency is represented at County EMS workgroups and/or committees dealing with quality improvement.
- b. Designating a manager to oversee City's quality improvement plan.
- c. Submitting required reports to the County.
- d. Actively participating in quality improvement and/or research projects designed to improve the quality of emergency medical services in Alameda County.

SECTION 8 - PERSONNEL REQUIREMENTS

- 8.1 City shall provide a highly qualified and experienced physician, Registered Nurse, or Paramedic to implement and oversee City's Quality Improvement Plan. This individual shall be responsible for the medical Quality Improvement/Assurance evaluation of City's services.
- 8.2 City shall ensure appropriate personnel represent the department at County EMS meetings.
- 8.3 City shall submit via email, on or before February 1st of each year, an annual list of all paramedics with license dates and expiration dates as specified in County EMS Policies.
- 8.4 **Personnel Licensure/Certification/Training Requirements:**
 - a. Field Personnel performing First Responder services under the Agreement shall at all times be appropriately certified and/or licensed to practice in the State of California and in the case of Paramedics, accredited in Alameda County.
 - b. City shall, at all times, retain copies of current licenses, certifications, and training documentation for Field Personnel performing First Responder services and provide electronically if requested by EMS Director.

SECTION 9 - ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM

- 9.1 City shall ensure its employees use and are trained on a National EMS Information System (NEMSIS) and California EMS Information System (CEMSIS) compliant Patient Care Report ("PCR") for patient documentation on all calls, including:
 - a. patient contacts;
 - b. canceled calls; and,
 - c. non-transports, with the exception of refusal of service and disaster response, pursuant to County EMS Policies.
- 9.2 First Responder personnel:

- a. First responder personnel shall provide to responding ambulance personnel a report, at a minimum field notes, on all care provided and assessment prior to arrival of the ambulance.
- b. The PCR shall be completed and entered into the County system prior to the end of shift but no later than 24 hours following the call. When extenuating circumstances occur, and for responses that are of lower acuity, the PCR may be completed by the next work shift as long as the timeline does not exceed 96 hours.

9.3 Data Collection System for Patient Care Reports

- a. City shall ensure its PCR is in an electronic format and that the data contained within the PCR is able to be imported into the County Data Collection System.

SECTION 10 - MEDICAL OVERSIGHT/COMPLIANCE WITH MEDICAL PROTOCOLS

- 10.1 All parties shall function in and comply with the Firefighter Procedural Bill of Rights (FPBOR).
- 10.2 The EMS Medical Director shall provide medical oversight to the City's paramedics and EMTs on issues relating to patient care in collaboration with the City's Fire Department Medical Director in those cities where there is a Fire Department Medical Director.
- 10.3 City shall comply with medical protocols, online medical control, and other requirements as established by the County EMS Medical Director as defined in the Alameda County Field Protocol Manual and the Alameda County Administrative Policies, and/or provided by the County (e.g.: Base Hospital services, authority to perform certain medical interventions, etc.).

SECTION 11 - VEHICLES AND EQUIPMENT

- 11.1 City shall acquire and maintain FRALS units, on-board medical supplies, medications, and equipment to be used to perform FRALS services.
 - a. City may acquire medical supplies, medications, and equipment from the County Contracted Private Provider to the extent specified by the Agreement between the County Contracted Private Provider and the County.
 - b. The provision of medical supplies, medications, and equipment by the County Contracted Private Provider beyond what is specified in the Agreement between the County Contracted Private Provider and the County shall be subject to negotiation between the City and the County Contracted Private Provider.

11.2 FRALS Unit Markings

FRALS units shall display the following signage, on both sides:

- a. Level of service (e.g., "Paramedic Unit" or "Paramedic")
- b. City's name

11.3 Equipment:

- a. All on-board medical supplies, medications, equipment, and personal communications equipment used by City shall meet or exceed the minimum requirements of the EMS Policies and this Agreement.
- b. City shall have and submit to County policies regarding the acquisition, stocking and security of controlled substances carried on Service Vehicles.
- c. Equipment and supply requirements may be modified with the approval of the EMS Director, including modifications due to changes in technology.
- d. The County may inspect FRALS units for EMS related equipment and supplies with prior notice.

11.4 Failure to meet minimum in-service equipment and supply requirements:

- a. If any Service Vehicle fails to meet the requirements, as contained in EMS Policies, the County shall notify the City, as specified in this agreement.
- b. In addition, if the EMS Director determines that the failure to meet requirements is critical, the Service Vehicle shall be removed from FRALS emergency service until the non-compliance is corrected.

SECTION 12 - REQUIRED REPORTS

12.1 City shall provide, within thirty (30) calendar days after the first day of each month, reports addressing its performance during the preceding month with respect to the clinical, and operational performance requirement, in the form and manner required by the EMS Director. To the extent that EMS is able to generate reports from the data collection system; City will be relieved of the responsibility to submit these reports. Reports shall include, but are not limited to:

- a. Response Time Performance reports
- b. Reports on patient/customer complaints
- c. Clinical Reports (e.g.: protocol compliance, intubation success rate, etc.)
- d. Other reports as requested by County with reasonable notice.

12.2 Other reports may be required less frequently than monthly, as determined by the EMS Director.

12.3. County shall provide notice to City at least two (2) months in advance of any change to required reports, frequency, or due dates.

12.4 Response Time Performance:

- a. Response Time data, including reports received from the dispatch center, shall be used by City and County to evaluate City's performance.
- b. If Response Time performance is below 90% for any calendar month, or longer period if required to accumulate 100 responses (see Section 5.1). City shall identify the causes and shall document efforts to eliminate problems on an ongoing basis.
- c. City shall submit a performance improvement plan with the Response Time performance report. The performance improvement plan shall identify each problem that contributed to a failure to meet Response Times and steps being taken to correct the problem.
- d. Response Time reporting and times shall be documented as set forth in this Agreement.

12.5 Compliance with Protocols

- a. City shall report monthly on the overall compliance with EMS Policies and performance on all calls in a format by the Quality Council and provided by EMS.
- b. Data for compliance shall be submitted in aggregate and stratified by categories identified in the Quality Improvement Plan and approved by the EMS Director.

12.6 Quality Improvement

- a. City shall develop a clear and concise set of processes and practices designed to identify and address opportunities for improvement. The description of these processes shall include the approach for achieving and maintaining measurable outcomes.
- b. City shall provide reports that update progress on quality improvement projects as agreed upon by the City and the EMS Director.
- c. City shall participate with the County's quality plan and follow all EMS policies regarding quality improvement and provide appropriate data.

SECTION 13 - PERFORMANCE PROVISIONS

13.1 Response Time -

- a. City shall be notified any time Response Time performance drops below 90% for any calendar month. Response Times for fire departments with low call volume (less than

100 calls per month) shall be evaluated when the City has responded to 100 calls. Once the 100-call level is exceeded, the number of calls to achieve the 100 call threshold will start over in the next month.

b. Calculating FRALS response times:

- Performance will be calculated based on combining the Priority 1, Priority 2 and Priority 3 levels of responses.
- If Response Time performance drops below 90% for any response time Category in any calendar month, City shall develop and implement a performance improvement plan. Should response time performance drop below 90% for a second month within the subsequent 11-month period, City shall submit for approval with its monthly performance report a performance improvement plan acceptable to the EMS Director and shall implement that plan. The performance improvement plan shall identify each problem that led to the delayed response(s) and the step(s) to be implemented to correct each deficiency. A third month of failure to meet the 90% response time performance requirement within any 12 month period shall require the City's authorized signatory to this Agreement to provide prompt written assurances of performance and a corresponding plan acceptable to the EMS Director to correct the deficiencies in City's performance within ten (10) days of notice from County EMS. City's failure to provide such written assurances within the required time and/or diligently commence and perform in accordance with the written plan will result in the EMS Director notifying the City Manager/City Administrator.

c. If FRALS calls are not categorized at the City's dispatch center, performance will be measured as if all calls are within the Priority 1 Category.

13.2 Failure to Respond – Notification shall be made to the County for a failure by the City to provide FRALS to a location within the Primary Service Area where a response has been requested by the dispatch center. If the County becomes aware of a possible failure to respond prior to the City, the County shall notify the City. Each incident shall be reviewed by a panel of three, including the EMS Director or their designee and two Fire Chiefs selected by the Alameda County Fire Chiefs Association who are not involved in the incident. After review, the panel shall provide recommendations to the involved City which shall not be unreasonably rejected.

- 13.3 Failure to Meet Minimum In-Service Equipment/Supply Requirements - Notification shall be made to the County for a failure by the City to meet minimum in-service equipment/supply requirements. If the County becomes aware of a possible failure to meet in-service requirements prior to the City, the County shall notify the City. Upon recognition or notification of a failure to meet minimum requirements, the FRALS unit shall be taken out of service until the City can validate that the minimum in-service equipment/supply requirements are met.

SECTION 14 - COOPERATION WITH EMS SYSTEM/COMMUNITY EDUCATION

- 14.1 City shall submit an updated plan for medical education programs for the community in its service area and submit a report to EMS no later than February 1st of each year describing these programs.
- 14.2 City agrees to participate and assist in the development of system changes subject to negotiated costs, if any.
- 14.3 County agrees to continue obtaining input from all participating Cities prior to implementing change to system policies and procedures.
- 14.4 City shall participate and assist in changes related to emergency medical services in Alameda County through their participation in committee meetings, and work groups (e.g.: Emergency Medical Oversight Committee, Quality Council and Data Steering Committee)..

SECTION 15 - ADMINISTRATIVE PROVISIONS

- 15.1 Material Breach
- a. Willful failure of City to provide Services under this Agreement in substantial compliance with the requirements of the applicable Federal, State, and County of Alameda laws, rules, and regulations shall constitute a material breach. Minor infractions of such requirements shall not constitute a material breach unless such infractions are willful and repeated.
 - b. Acts or omissions that shall constitute a material breach by City include but are not limited to the following:
 - Willful falsification of data supplied to County during the course of operations, including but not limited to dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;

- Willful failure to maintain equipment in accordance with the requirements of this Agreement;
- Willful attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- Chronic and persistent failure to require employees to conduct themselves in a professional and courteous manner, and to present a professional appearance;
- Repeated failure to meet Response Time requirements after receiving notice of non-performance from the EMS Director;
- Failure to maintain required insurance; and/or
- Failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide Services.

15.2 Notice and Cure of Material Breach

- a. County shall give City written notice, return receipt requested, setting forth with reasonable specificity the nature of a material breach.
- b. City shall have the right to cure the material breach within ten (10) calendar days of receipt of notice. Within three (3) calendar days of receipt of a material breach notice, the breaching party shall deliver, in writing, a plan of action to cure the material breach.
- c. If the material breach, by its nature, cannot reasonably be cured within ten (10) calendar days, City may request additional time to complete cure of the breach.

15.3 County Remedies

- a. County shall have the right to terminate this Agreement in addition to any other legal remedy in the event of a material breach that is not cured within ten (10) calendar days or additional time granted by County.
- b. County's remedies for any breach are non-cumulative and in addition to any other remedy available to the County.
- c. If the County determines any breach has occurred, County may require City to submit a corrective action plan for approval by the EMS Director. Failure to submit and implement any requested corrective action plan as approved by the EMS Director may be considered a material breach.

15.4 Continuous Service Delivery – County and City agrees that there is a public health and safety obligation to assist in every effort to ensure uninterrupted and continuous service delivery

in the event of a material breach, even if the party disagrees with the determination of material breach.

15.5 Annual Performance Evaluation

- a. The County may evaluate the performance of the City on an annual basis. City shall provide a report to the County to assist in this evaluation within 60 calendar days of written notice by County of its intention to conduct a performance evaluation.
- b. The report may require the following information:
 - Response Time performance
 - Clinical performance in accordance with the Quality Improvement Plan
 - Innovative programs that have been initiated to improve system performance
 - Update on community education programs and other community initiatives
 - Other information as requested by County
 - Other information City would like considered by County.

15.6 Assurance of Performance

- a. If at any time, the County believes City may not be adequately performing its obligations under this Agreement or that City is not performing the Services as required by this Agreement, County shall provide notice to the City specific nature of City's deficient performance and may there upon request from City prompt reply as to the notice of deficiency, and a written plan acceptable to County, for the correction of deficiencies in City's performance.
- b. City shall provide such reply and a written plan within ten (10) calendar days of the receipt of the County's notice, and shall thereafter diligently commence and fully perform such written plan.
- c. City's failure to reply to such notices or to provide a written plan within the required time is a material breach of this Agreement.

15.7 Mutual Termination - This Agreement may be terminated early by mutual written agreement of the City and the County.

15.8 Termination for Cause

- a. If City fails to cure any material breach, following notice and opportunity to cure, County, upon written notice to City, may terminate this Agreement for cause. The termination shall be effective on the date specified in the written notice. If the County determines that

City's breach threatens public health and safety, County may immediately terminate this Agreement.

- b. City shall be responsible for all costs incurred by County due to termination for cause.

SECTION 16 - GENERAL PROVISIONS

16.1 Permits and License

- a. City shall be responsible for and shall hold any and all required Federal, State or local permits or licenses required to perform its obligations under the Agreement.
- b. It shall be entirely the responsibility of City to schedule and coordinate all applications and application renewals as necessary to ensure that City is meeting its obligation under the Agreement and is in complete compliance with Federal, State and local requirements for permits and licenses as necessary to provide the services.
- c. City shall be responsible for ensuring that its employee's State and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

16.2 Observation and Inspections

- a. County representatives may at any time directly observe City's operations at the dispatch center or Fire Stations that house FRALS units. Prior to any inspection the County shall notify the on-duty officer at least forty-eight (48) hours in advance.
- b. A County representative may schedule a ride-along on any of City's units, provided that in exercising this right to inspection and observation, County representatives conduct themselves in a professional and courteous manner, shall not interfere with City employee's duties, and shall at all times be respectful of City's employer/employee relationships.
- c. A County representative may schedule during normal business hours and as often as may be reasonably deemed necessary, meetings to examine any EMS related business records, including incident reports, patient records, financial records related to EMS billing of City pertaining to the provision of emergency medical services. County may audit, copy, make transcripts, or otherwise reproduce such records as needed for County to fulfill its oversight role. If requested by the County, City shall have 10 business days to provide requested documents.
- d. County shall notify City of any critical issues discovered during an observation or inspection.

16.3 Relationship of the Parties

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and City.

16.4 Independent Contractor

- a. No relationship of employer and employee is created by this Agreement. City is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by City nor for any obligations or liabilities incurred by City.
- b. City, its employees, subcontractors, and agents shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- c. City shall be solely liable for and obligated to pay directly all applicable payroll taxes (including Federal and State income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of City's failure to pay such amounts.
- d. City shall comply with all applicable Federal and State workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees and shall not be treated or considered in any way as officers, agents and/or employees of County.

16.5 Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officer, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorney's fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party, except to the extent the indemnified party contributed to the negligence or willful misconduct. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

16.6 Insurance

City shall at all times during the term of the Agreement with the County maintain in force the insurance coverage specified in EXHIBIT B- MINIMUM INSURANCE REQUIREMENTS, and shall comply with all those requirements as Stated therein.

16.7 Conformity with Law and Safety

- a. In performing Services under this Agreement, City shall, at all times, observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal, and local governing bodies, having jurisdiction over the Services, including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act. It shall be City's sole responsibility to be fully familiar with all such applicable laws, ordinances, and regulations. City shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any failure by City to comply with such laws, ordinances, codes and regulations.
- b. If a death, serious personal injury, or substantial property damage occurs in connection with City's performance of this Agreement and warrants submission of an Alameda County EMS Unusual Occurrence Report (as per EMS Policy). City shall immediately notify County by contacting the Alameda County Regional Emergency Communications Center (ACCREC), as per EMS policy, and ask to speak to the EMS person on-call. City shall promptly submit to County a written report, in such form as may be required by County, of all accidents that occur in connection with this Agreement. This report must include:
 - the name and address of the injured or deceased person(s);

- the name and address of City's sub-contractor, if any;
- the name and address of City's liability insurance carrier; and
- a detailed description of the accident and whether any of County's equipment, tools, material or staff were involved.

16.8 Debarment and Suspension Certification

- a. City shall comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. City certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any Federal department or agency; and,
 - Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

16.9 Ownership of Documents

City shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or used by City for the Services, and shall defend, indemnify and hold County harmless from any claims for infringement of patent or copyright arising out of such use. The County's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

16.10 Documents and Materials

- a. City shall maintain and make available to County for its inspection and use during the term of this Agreement all EMS related Documents and Materials. This duty shall continue for three (3) years following termination or expiration of this Agreement. City shall not dispose of, destroy, alter, or mutilate such Documents and Materials, for three (3) years following termination or expiration of this Agreement.
- b. Retention of Records - City shall retain all documents pertaining to the Agreement including patient care records, as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following termination or expiration of this Agreement. In addition, patient care records for minors shall be retained for a minimum of seven (7) years and/or until the minor turns age 18 plus one year. Upon request, and except as otherwise restricted by law, City shall make these

records available to authorized representatives of the County, the State of California, and the Federal government.

- c. Time of Essence - Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. This requirement shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed by this Agreement.

16.11 Notices

- a. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
 - a. Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.
 - b. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - c. Overnight Delivery: When delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - d. Facsimile Transmission: When sent by facsimile to the last facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that: a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

16.12 Addresses for purpose of giving notice are as follows:

To County:	County of Alameda Alameda County EMS 1000 San Leandro Blvd., Suite 200 San Leandro, CA 94577 Attn: EMS Director
To City:	City of Newark 37101 Newark Blvd. Newark, CA 94560 Attn: City Manager

- a. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.
- b. Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

16.13 Equal Employment Opportunity Practices Provisions

- a. City shall comply with Title VII of the Civil Rights Act of 1964 and City agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- b. City shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, State that it is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. Upon request by County, City shall certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- d. Upon request by County, City shall provide County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act that is prohibited by law.

16.14 Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.15 Assignment Not Allowed

City shall not assign this Agreement to a third party without written consent of the County; nor shall City assign any monies due from County under this Agreement to any third party without written consent of the County.

16.16 End Term Provisions

City agrees to return all County-issued equipment to County in good working order, normal wear and tear excepted, at the termination of this Agreement.

16.17 Entire Agreement

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

16.18 Headings

Headings herein are for convenience of reference only and shall in no way affect the interpretation of the Agreement.

16.19 Modification of Agreement

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties in writing signed by authorized representatives of both parties. When supplementing, amending, or modifying a portion of the Agreement, the entire section containing the proposed changes shall be included in the amendment documentation to show context and for the purpose of clarity. Where there is mutual agreement by City and the EMS Director, the following exhibits may be modified, by a written amendment signed by City and the Director of Health Care Services Agency:

EXHIBIT A - DEPICTION AND DEFINITION OF CITY'S PRIMARY SERVICE AREA

16.20 Survival

The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Ownership of Documents, and Conflict of Interest, shall survive termination or expiration.

16.21 Severability

If a court of competent jurisdiction holds in a final decision that any provision of this Agreement is illegal, unenforceable, or invalid in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

16.22 Patent and Copyright Indemnity

City represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("City Products") provided to County under this Agreement infringe any patent, copyright, or other proprietary right. City shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with any claim that any City Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County shall: a) notify City promptly of such claim or suit; b) permit City to defend, compromise, or settle the claim; and, c) provide, on a reasonable basis, information to enable City to do so. City shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the City Products.

If City is obligated to defend County pursuant to this Section and fails to do so after reasonable notice from County, County may defend itself and/or settle such claim or suit, and City shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such claim or suit.

In the case of any such claim of infringement, City shall either, at its option: a) procure for County the right to continue using the City Products; or b) replace or modify the City Products so that that they become non-infringing, but equivalent in functionality and performance.

Notwithstanding this Section, County retains the right and ability to defend itself, at its own expense, against any claims that City Products infringe any patent, copyright, or other intellectual property right.

16.23 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be Alameda County Superior Court for state actions and the Northern District of California for any federal action.

SIGNATORY

By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement:

County of Alameda

City

By: _____
Signature

By: _____
Signature

Name: Richard Valle

Name: ~~David Benoun~~ Alan L. Nagy

Title: President of the Board of Supervisors

Title: ~~City Manager~~ Mayor

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Donna R. Ziegler, County Counsel

By: _____

By: _____

Signature

K. Scott Dickey, Assistant County Counsel

Title _____

EXHIBIT A - DEPICTION & DEFINITION - CITY'S PRIMARY RESPONSE AREA/EOA

The City's primary response area/EOA is the City of Newark as depicted as #15 on the Alameda County map below.

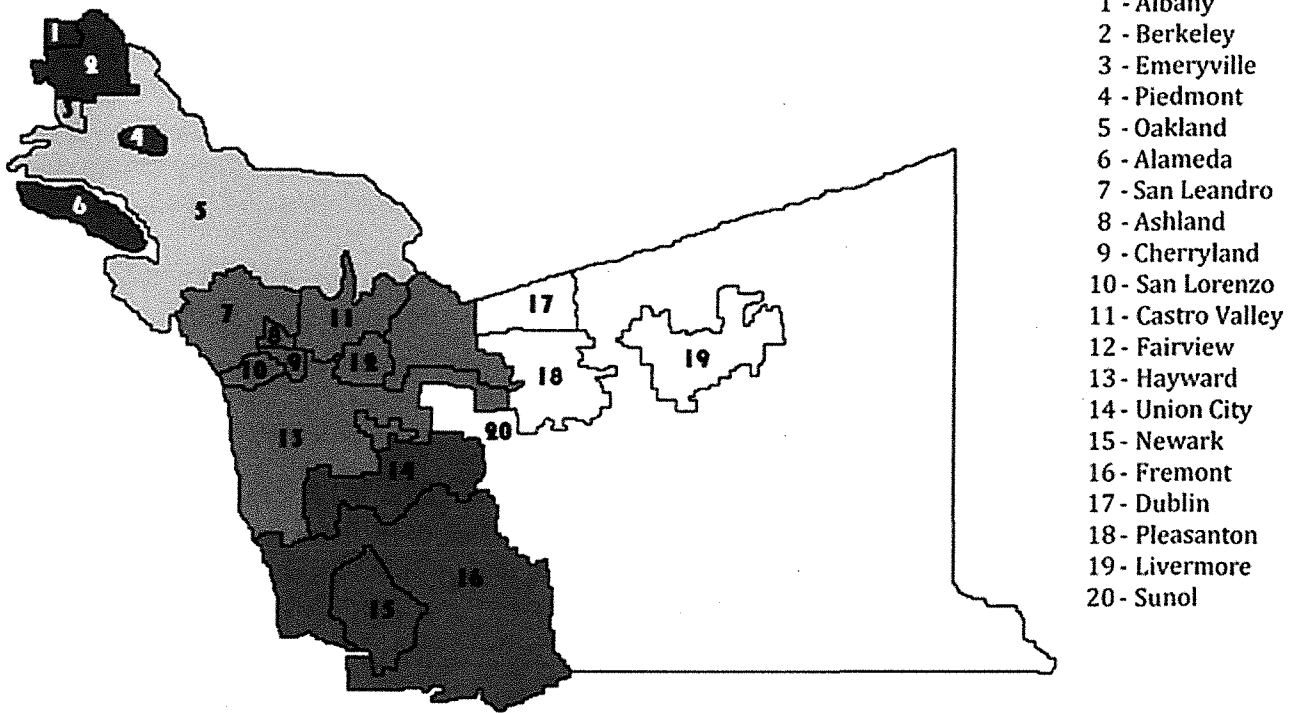


EXHIBIT B - MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the City as a Contractor to the County, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A. Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000.00 per occurrence (CSL) Bodily Injury and Property Damage
B. Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$2,000,000.00 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C. Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000.00 per accident for bodily injury or disease
D. Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$2,000,000.00 per occurrence \$5,000,000.00 project aggregate
E. Endorsements and Conditions: ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. <ol style="list-style-type: none"> 1. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 2. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 3. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 4. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 5. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 6. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 7. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> – Department/Agency issuing the agreement – With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT C - DEBARMENT AND SUSPENSION CERTIFICATION

1. _____, under penalty of perjury, certifies that, except as noted below, the City, its principal, and any named subcontractor:
 - 1.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
 - 1.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;
 - 1.3 Does not have a proposed debarment pending; and,
 - 1.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

2. If there are any exceptions to this certification, insert the exceptions in the following space.

3. Exceptions shall not necessary result in denial of award, but shall be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

4. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Agreement. Signing the Agreement on the signature portion thereof shall also constitute signature of this Certification.

Name: _____

Signature: _____

Title: _____

Date: ____ / ____ / ____

I.1 Declaring a vacancy on the Newark Planning Commission and authorizing the City Clerk to post a notice of vacancy – from Mayor Nagy. (MOTION)

Background/Discussion – A vacancy has occurred on the Planning Commission due to the unexpected passing of Planning Commissioner Bernie Nillo. Mr. Nillo’s Planning Commission appointment was for a term to December 2021.

Pursuant to Government Code Section 54974, whenever an unscheduled vacancy occurs on a commission a special vacancy notice shall be posted not later than 20 days after the vacancy occurs. The vacancy notice must be posted for at least ten days before the Mayor may appoint a new commission member.

Action - It is recommended that the City Council, by motion, declare a vacancy on the Newark Planning Commission and direct the City Clerk to post the notice of vacancy.



City of Newark

MEMO

DATE: May 13, 2019

TO: City Council

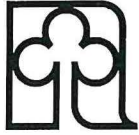
FROM: Sheila Harrington, City Clerk *A. H.*

SUBJECT: Approval of Audited Demands for the City Council Meeting of May 23, 2019.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
May 02, 2019	Page 1-2	117639 to 117689	Inclusive
May 10, 2019	Page 1-2	117690 to 117756	Inclusive



City of Newark

MEMO

DATE: May 13, 2019

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager

A handwritten signature in blue ink, appearing to be 'K. Lee'.

SUBJECT: Approval of Audited Demands for the City Council Meeting of May 23, 2019.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

1

Final Disbursement List. Check Date 05/02/19, Due Date 05/13/19, Discount Date 05/13/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117639	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	05/02/19	1,432.02	PAYROLL - SHORT TERM DISABILITY PREMIUM
117640	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	05/02/19	841,744.58	FIRE SERVICES
117641	344	ALAMEDA COUNTY WATER DISTRICT	05/02/19	7.28	CITY WATER USE
117642	284	TREASURER OF ALAMEDA COUNTY INFORMATION	05/02/19	4,231.21	AWS ACCESS FEE
117643	14	ALPINE AWARDS	05/02/19	817.50	TSHIRTS AND UNIFORMS
117644	348	AT&T	05/02/19	113.95	ATT TELECOM & T1 TO FS
117645	180	BRUCE BARTON PUMP SERVICE INC	05/02/19	3,011.73	PUMP AND WELL REPAIRS
117646	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	05/02/19	2,637.50	LATENT PRINTS
117647	10060	COMCAST	05/02/19	112.02	CABLE BILL
117648	11633	COMMERCIAL TREE CARE	05/02/19	150.00	MISC EMERGENCY TREE WORK
117649	10650	CLARK/SULLIVAN AND BROWARD BUILDERS	05/02/19	50,000.00	D-B STIPEND FOR PROPOSAL
117650	10650	BLACH CONSTRUCTION COMPANY	05/02/19	50,000.00	D-B STIPEND FOR PROPOSAL
117651	10794	DUKE DE LEON	05/02/19	255.00	VIDEO RECORDING SERVICES
117652	7631	DELTA DENTAL	05/02/19	14,242.95	DENTAL PREMIUM - MAY'19
117653	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	05/02/19	445.88	DENTAL PREMIUM - MAY'19
117654	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	05/02/19	350.00	ELEVATOR REG FEES
117655	4731	EWING IRRIGATION PRODUCTS INC	05/02/19	3,268.31	BACKFLOW SUPPLIES
117656	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	05/02/19	1,784.85	VISION PREMIUM
117657	522	FEDEX	05/02/19	61.99	FEDEX CHARGES
117658	1733	FIRST BAPTIST CHURCH	05/02/19	80.00	PAYROLL DEDUCTION-DONATION APR'19
117659	11112	FREMONT CHRYSLER DODGE JEEP RAM	05/02/19	1,981.54	VEHICLE REPAIR
117660	11631	BRIDGET GREGORY	05/02/19	85.60	EXPENSE REIMBURSEMENT
117661	11707	IN AND OUT PRINTING	05/02/19	1,033.85	NEWARK BRANDED ORGANICS STICKERS
117662	73	THE ED JONES CO INC	05/02/19	1,444.21	BADGES & INSIGNIA
117663	7566	KING KUSTOM KOVERS INC	05/02/19	515.60	UPHOLSTERY REPAIR
117664	7618	METLIFE SBC	05/02/19	1,423.04	LONG TERM DISABILITY PREMIUM
117665	9029	MEYERS NAVE RIBACK SILVER & WILSON	05/02/19	24,557.20	LITIGATION & LEGAL CONSULTING SRVCS
117666	8282	KAREN MORADA	05/02/19	64.21	EXPENSE REIMBURSEMENT
117667	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	05/02/19	33.53	FLEET SUPPLIES
117668	11690	NEOFUNDS	05/02/19	3,000.00	NEOPOST POSTAGE
117669	349	PACIFIC GAS & ELECTRIC	05/02/19	21,479.62	STREETLIGHTS AND TRAFFIC SIGNALS
117670	11322	PAPA JOHNS PIZZA	05/02/19	544.50	CAFE AND BIRTHDAY PARTY FOOD
117671	11640	PLAN JPA	05/02/19	17,170.50	DEDUCTIBLE COSTS
117672	9811	REDFLEX TRAFFIC SYSTEMS	05/02/19	18,800.00	REDLIGHT CAMERA
117673	11635	RHOADES PLANNING GROUP, INC.	05/02/19	9,379.97	OLD TOWN SP
117674	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	05/02/19	175.00	DNS AND MAIL FILTERING
117675	9381	SCHINDLER ELEVATOR CORPORATION	05/02/19	1,487.61	ELEVATOR CONTRACTUAL SVCS
117676	7885	SLOAN SAKAI YEUNG & WONG LLP	05/02/19	4,666.90	LEGAL ADVICE FEES
117677	11533	ST. FRANCIS ELECTRIC. LLC.	05/02/19	51,991.70	STREETLIGHT MAINTENANCE
117678	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	05/02/19	1,197.72	PAYROLL DEDUCTION - GARNISHMENT
117679	9476	YSERCO INC	05/02/19	2,677.50	PROJECT 1154 SILLIMAN AIR HANDLER
117680	7744	T-MOBILE USA, INC	05/02/19	22.08	T-MOBILE CELL SERVICE
117681	1765	TEMPERATURE TECHNOLOGY INC.	05/02/19	932.49	HVAC REPAIR
117682	11644	TIREHUB, LLC.	05/02/19	1,044.38	TIRES
117683	7517	U S FOODS INC SAN FRANCISCO	05/02/19	1,468.84	CAFE FOOD AND DRINK SUPPLIES
117684	363	UNITED STATES POSTMASTER	05/02/19	235.00	BULK MAILING FEES
117685	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	05/02/19	261.24	PAYROLL PREMIUM - E0246926
117686	11487	VANIR CONSTRUCTION MANAGEMENT, INC.	05/02/19	2,674.00	CONSTRUCTION MANAGEMENT SERVICES FOR THE
117687	5623	VERIZON WIRELESS	05/02/19	645.09	VERIZON CELL SERVICE
117688	6977	WEISSMAN DESIGNS FOR DANCE	05/02/19	1,109.78	COSTUMES FOR ANNUAL DANCE REVUE
117689	11417	WHOLESALE DISTRIBUTION ALLIANCE	05/02/19	655.80	GOGGLES FOR RETAIL SALES

Final Disbursement List. Check Date 05/02/19, Due Date 05/13/19, Discount Date 05/13/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
		Total		1,147,505.27	

Final Disbursement List. Check Date 05/10/19, Due Date 05/20/19, Discount Date 05/20/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117690	10736	ABACUS PRODUCTS INC	05/10/19	377.64	CITY LETTERHEAD/ENVELOPES
117691	10	ABC FIRE PROTECTION INC	05/10/19	1,120.68	MAINT FIRE SUPPRESSION
117692	5821	ALL CITY MANAGEMENT SERVICES, INC.	05/10/19	4,009.95	CROSSING GUARD SVCS
117693	14	ALPINE AWARDS	05/10/19	58.66	DEPARTMENT AWARDS
117694	11433	AUTOWISE	05/10/19	79.95	FLEET SERVICE
117695	10990	BADAWI & ASSOCIATES	05/10/19	6,060.00	AUDITING SERVICES FY17/18
117696	11625	BAY AREA TEMPORARY SANITATION, INC. ATTN	05/10/19	378.64	PORTABLE RESTROOM FOR FISHING IN THE CIT
117697	9680	BAY CENTRAL PRINTING	05/10/19	140.73	BUSINESS CARDS - ENGINEERING
117698	6533	CA POLICE CHIEFS ASSOC	05/10/19	150.00	LEGISLATIVE SUMMIT
117699	11712	CALIBRE PRESS	05/10/19	179.00	PATROL NON-POST TRAINING
117700	10261	CARBONIC SERVICE	05/10/19	183.80	CARBON DIOXIDE
117701	214	CENTRAL VETERINARY HOSPITAL	05/10/19	465.05	VET SVCS
117702	10060	COMCAST	05/10/19	101.68	CABLE SVCS
117703	10793	VERONICA PATINO	05/10/19	300.00	RENTAL DEPOSIT REFUND
117704	10793	KATHLEEN SCHULER	05/10/19	263.00	TRIP REFUND
117705	10793	PAULA S. WITTLER	05/10/19	109.00	CLASS REFUND
117706	10793	ALICIA KEISER	05/10/19	99.00	TRIP REFUND
117707	10793	RIGO LLAMAS	05/10/19	1,085.00	RESERVATION REFUND
117708	10793	MARTIN CARLOS	05/10/19	300.00	RENTAL DEPOSIT REFUND
117709	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	05/10/19	110.00	PUBLISH LEGAL ADS
117710	41	DALE HARDWARE	05/10/19	529.43	FLEET PARTS
117711	11371	EVAN HARRAR	05/10/19	600.00	VIDEOTAPE-STATE OF CITY ADDRESS 2019
117712	11620	FACILITRON, INC.	05/10/19	1,943.38	DANCE REVUE FACILITY RENTAL
117713	10642	FASTENAL COMPANY	05/10/19	133.31	BUILDING SUPPLIES
117714	522	FEDEX	05/10/19	156.44	PACKAGE DELIVERY
117715	5259	FOLSOM LAKE FORD	05/10/19	131,262.33	PROJECT 1217 PATROL VEHICLES
117716	6437	FOREMOST PROMOTIONS	05/10/19	202.55	K9 SUPPLIES
117717	11112	FREMONT CHRYSLER DODGE JEEP RAM	05/10/19	678.26	FLEET MAINTENANCE
117718	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	05/10/19	34.90	FLEET PARTS
117719	11465	FRONTIER PACIFIC	05/10/19	187.50	PROJECT 1166 BUILDING UPGRADES
117720	11636	JESSICA GURULE	05/10/19	16.68	EXPENSE REIMBURSEMENT
117721	10707	GYM DOCTORS	05/10/19	159.88	MONTHLY GYM MTC.
117722	11566	PHALATSAMY HUYNH	05/10/19	8.24	EXPENSE REIMBURSEMENT
117723	11389	ISH AMITOK KOUR	05/10/19	7,761.60	RECREATION CONTRACT
117724	73	THE ED JONES CO INC	05/10/19	69.63	BADGES & INSIGNIA
117725	7566	KING KUSTOM KOVERS INC	05/10/19	461.88	UPHOLSTERY REPAIR
117726	8276	LEHR AUTO	05/10/19	962.10	FLEET PARTS
117727	80	LYNN PEAVEY COMPANY	05/10/19	568.03	EVIDENCE SUPPLIES
117728	10907	MICHAEL YORKS	05/10/19	3,075.00	BACKGROUND INVESTIGATIONS
117729	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	05/10/19	1,035.43	FLEET PARTS
117730	10865	NEW IMAGE LANDSCAPE	05/10/19	14,483.04	PROJECT 1186B PARK AND LANDSCAPE SERVICE
117731	10639	NEWARK TRAVEL SERVICES	05/10/19	668.00	AIRFARE
117732	11711	NUTRIEN AG SOLUTIONS	05/10/19	4,554.64	PESTICIDES
117733	11322	PAPA JOHN'S PIZZA	05/10/19	631.00	CAFE AND BIRTHDAY PARTY FOOD
117734	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	05/10/19	644.00	PEST CONTROL SERVICES
117735	10729	PETTY CASH CUSTODIAN-RECREATION JESSICA	05/10/19	622.66	PETTY CASH REPLENISHMENT
117736	11346	PHAN'S SMOG STATION	05/10/19	40.00	SMOG TESTS
117737	329	PHOENIX GROUP INFORMATION SYSTEMS	05/10/19	337.00	PARKING CITATION PROGRAM
117738	4058	POLICE EXECUTIVE RESEARCH FORUM	05/10/19	9,750.00	SMIP SESSION 75 FOR ARGUELLO
117739	4346	QUALITY SIGN & BANNER	05/10/19	227.18	SIGNS AND BANNERS
117740	11567	HELEN QUE-GARCIA	05/10/19	8.30	EXPENSE REIMBURSEMENT

Final Disbursement List. Check Date 05/10/19, Due Date 05/20/19, Discount Date 05/20/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117741	10420	JOCELYN E. ROLAND	05/10/19	450.00	PSYCHOLOGICAL EVALUATIONS
117742	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	05/10/19	3,259.60	RENT/WATER
117743	112	WILLE ELECTRICAL SUPPLY CO INC	05/10/19	569.14	LIGHT BULBS
117744	11098	SILVER & WRIGHT LLP	05/10/19	4,134.13	LITIGATION & LEGAL CONSULTING SRVCS
117745	40	STAPLES ADVANTAGE	05/10/19	1,497.09	OFFICE SUPPLIES
117746	7744	T-MOBILE	05/10/19	1,236.65	T-MOBILE CELL SERVICE
117747	5463	MARY TEIXEIRA	05/10/19	11.60	EXPENSE REIMBURSEMENT
117748	11644	TIREHUB, LLC.	05/10/19	1,202.86	TIRES
117749	6797	US BANK CORPORATE PAYMENT	05/10/19	19,238.16	US BANK CC PAYMENT 04/22/19
117750	11585	V5 SYSTEMS INC.	05/10/19	643.68	TECHNOLOGY NEEDS/MAINT
117751	853	VALLEY OIL COMPANY LOCKBOX# 138719	05/10/19	27,865.17	FUEL
117752	5623	VERIZON WIRELESS	05/10/19	1,079.94	CELL SVC FOR MDT'S
117753	6977	WEISSMAN DESIGNS FOR DANCE	05/10/19	380.77	COSTUMES FOR ANNUAL DANCE REVUE
117754	5050	WEST COAST ARBORISTS INC	05/10/19	7,965.00	PROJECT 1230 STREET TREE WORK
117755	143	IDN WILCO	05/10/19	369.76	SILLIMAN BUILDING SUPPLIES
117756	11693	WEX BANK	05/10/19	422.98	FUEL CREDIT CARDS
Total				267,710.70	