

# CITY OF NEWARK CITY COUNCIL

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

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

## AGENDA

Thursday, March 12, 2020

**A. ROLL CALL**

**B. MINUTES**

- B.1 Approval of Minutes of the City Council special and regular meetings of February 13, 2020. (MOTION)**

**C. PRESENTATIONS AND PROCLAMATIONS**

- C.1 Proclaiming March as March for Meals Month. (PROCLAMATION)**

- C.2 Proclaiming March as American Red Cross Month. (PROCLAMATION)**

**D. WRITTEN COMMUNICATIONS**

**E. PUBLIC HEARINGS**

**F. CITY MANAGER REPORTS**

(It is recommended that Items F.1 through F.2 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 the recommendation from the Community Development Advisory Committee for allocation of Community Development Block Grant Jurisdiction Improvement Project funds for fiscal year 2020-2021 – from Senior Planner Mangalam. (MOTION)**

- F.2 Authorizing the City Manager to execute a Contractual Services Agreement with Coro Medical, LLC to provide new Automated External Defibrillator (AED) units and ongoing Public AED Program Services and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Public Works Director Fajeau. (RESOLUTION)**

**NONCONSENT**

**F.3 Overview of the 2020-2022 Capital Improvement Plan – from Assistant City Engineer Imai. (INFORMATIONAL)**

**F.4 Approval to add classification of Finance Director by: (1) amending the Employee Classification Plan and the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group; and (2) approving an Amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5 – from City Manager Benoun and Interim City Attorney Kokotaylo. (RESOLUTIONS-2)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

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

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands.**

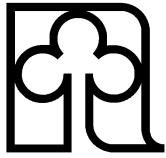
**(MOTION)**

**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, 5<sup>th</sup> 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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**City Administration Building**  
**7:30 p.m.**  
**City Council Chambers**

## AGENDA

**Thursday, March 12, 2020**

### CITY COUNCIL:

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

### CITY STAFF:

*David J. Benoun*  
*City Manager*  
*Michael Carroll*  
*Interim Police Chief*  
*Soren Fajeau*  
*Public Works Director*  
*David Zehnder*  
*Recreation and Community  
Services Director*  
*Helen Que-Garcia*  
*Acting Human Resources Dir.*  
*Kristopher J. Kokotaylo*  
*Interim City Attorney*  
*Krysten Lee*  
*Finance Manager*  
*Steven M. Turner*  
*Community Development 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:

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

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](http://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.



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## SPECIAL MEETING

## Minutes

Thursday, February 13, 2020

City Administration Building  
5:30 p.m.  
City Council Chambers

### A. ROLL CALL

Mayor Nagy called the meeting to order at 5:35 p.m. Present were Council Members Hannon, Collazo, Freitas, and Bucci.

### B. STUDY SESSION

#### B.1 Study Session to review the Operating Section of the Biennial Budget for 2020-2022 and to seek direction from the City Council on whether the City should conduct polling for a possible ballot measure reauthorizing the Utility Users Tax.

City Manager Benoun and Finance Manager Lee gave a presentation (on file with City Clerk) with current budget updates, trends, projections, and Department priorities for the 2020-2022 budget cycle.

The City Council provided feedback on information that they would like to see in future presentations.

City Manager Benoun requested direction on whether the City should conduct polling on a potential ballot measure to extend the Utility User Tax. If approved, the polling would be conducted after the March 3, 2020 Presidential Primary Election.

The Mayor invited public comment; no one came forward to speak.

Council Member Hannon moved, Council Member Collazo seconded to direct staff to conduct polling on a potential ballot measure to extend the Utility Users Tax. The motion passed, 5 AYES.

City Manager Benoun stated that the next Budget Work Session would be held in May.

### C. ADJOURNMENT

Council Member Hannon moved, Council Member Collazo seconded to adjourn the City Council meeting at 7:08 p.m. The motion passed, 5 AYES.



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

## Minutes

**Thursday, February 13, 2020**

### **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 January 23, 2020. MOTION APPROVED**

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

### **C. PRESENTATIONS AND PROCLAMATIONS**

### **D. WRITTEN COMMUNICATIONS**

### **E. PUBLIC HEARINGS**

### **F. CITY MANAGER REPORTS**

Council Member Freitas requested the removal of item F.3 from the Consent Calendar for separate consideration.

Council Member Bucci moved, Council Member Collazo seconded, to approve Consent Calendar Items F.1, F.2, F.4, and F.5, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

**CONSENT**

- F.1 Acceptance of work with Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping. RESOLUTION NO. 11022**
- F.2 Approval of a Contractual Services Agreement with Maze and Associates to provide Enterprise Resource System Implementation Management and Professional Services to the Finance Department. RESOLUTION NO. 11023 CONTRACT NO. 20009**
- F.4 Approval to add one classification of Community Preservation Manager by amending the Employee Classification Plan and the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group; and Approving an Amendment to the City's Salary Schedule in Conformance with California Code of Regulations, Title 2, Section 570.5. RESOLUTION NOS. 11024-11025**
- F.5 Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the City of Union City to share an Emergency Services Coordinator position. RESOLUTION NO. 11026**

**NONCONSENT**

- F.3 Approval of plans and specifications, acceptance of bid, and award of contract to Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231. MOTION APPROVED RESOLUTION NO. 11027 CONTRACT NO. 20008**

Council Member Freitas thanked the Public Works Department for bringing this item forward and complimented them for keeping the contract within the engineer's estimate.

Council Member Freitas moved, Council Member Bucci seconded, by motion, to approve the plans and specifications and, by resolution, accept the bid and award the contract to Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION****I. CITY COUNCIL MATTERS****I.1 Declaring a vacancy on the Senior Citizen Standing Advisory Committee and authorizing the City Clerk to post a notice of vacancy.****MOTION APPROVED**

Mayor Nagy stated that Dolores Powell resigned creating a vacancy on the Newark Senior Citizen Standing Advisory Committee. He recommended authorizing the City Clerk to post a notice of the vacancy.

Council Member Collazo moved, Council Member Hannon seconded to, by motion, declare a vacancy on the Senior Citizen Standing Advisory Committee, and authorize the City Clerk to post the notice of vacancy. The motion passed, 5 AYES.

Mayor Nagy announced that he would adjourn the meeting in memory of Thomas Gordon Chinn. The City Council extended their condolences

Council Member Bucci thanked the Public Works Department for quickly taking care of the storm damage over the weekend. He wished his sister Amanda a Happy Birthday.

Council Member Collazo wished everyone a Happy Valentine's Day. Shop Newark. She stated that the last beam was placed on the new Police Department building today.

Council Member Freitas thanked Dolores Powell for her service to the Senior Citizen Standing Advisory Committee.

**J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY****K. ORAL COMMUNICATIONS**

No one came forward to speak.

**L. APPROPRIATIONS****Approval of Audited Demands.****MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 120021 to 12030.

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

**M. CLOSED SESSION**

**N. ADJOURNMENT**

At 7:43 p.m. Mayor Nagy adjourned the City Council meeting, in memory of Thomas Gordon Chinn.

## **C.1 Proclaiming March as March for Meals Month.**

**(PROCLAMATION)**

**Background/Discussion** – On March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors. These critical programs, commonly referred to as Meals on Wheels, deliver nutritious meals to homebound seniors and provide a vital lifeline and connection to the community.

Meals on Wheels programs come together each March to celebrate the collaboration of local community organizations, businesses, all levels of government and compassionate individuals to ensure that our seniors are not forgotten.

A proclamation proclaiming March as March for Meals Month has been prepared. A member of the Meals on Wheels Alameda County will accept it at the City Council meeting.

## **C.2 Proclaiming March as American Red Cross Month.**

**(PROCLAMATION)**

**Background/Discussion** – March is American Red Cross Month across the country. A proclamation has been prepared and a member of the American Red Cross Leadership Council will accept it at the City Council meeting.

**F.1 Approval of the recommendation from the Community Development Advisory Committee for allocation of Community Development Block Grant Jurisdiction Improvement Project funds for fiscal year 2020-2021 – from Senior Planner Mangalam. (MOTION)**

**Background/Discussion** – Newark receives Community Development Block Grant (CDBG) funds as part of the Alameda County Urban County. These are federal funds provided through the United States Department of Housing and Urban Development (HUD) to jurisdictions with population of 50,000 or more. In order to qualify for funds, Newark and the cities of Albany, Dublin, Emeryville, and Piedmont, along with the unincorporated areas of Alameda County have formed an entity called the Urban County that is large enough to qualify for funds. The Urban County receives certain funding each year that is determined by Congress' allocation to the CDBG program and a federal formula for dividing the overall funding between qualifying communities. The total funds received by the Urban County are then allocated between member jurisdictions using a formula that considers overall population, poverty levels, and similar factors.

CDBG funds are distributed among the following categories of uses:

- **Jurisdiction Improvements** - HUD requires that the funds be used for projects that benefit primarily low and moderate income households, senior citizens, or disabled citizens. The City must provide proof of this both when applying for and after completing a project. Newark has a policy that CDBG funds should be used for capital improvement projects rather than service projects. Because capital improvement projects provide infrastructure with long-term benefits to residents and Newark receives a relatively small amount of CDBG funds, spending these funds on capital projects helps to maximize their benefit.
- **General Administration** – As the name suggests, the funds are used for necessary administrative expenses.
- **Minor Home Repairs** – This program funds minor home repairs such as minor plumbing, carpentry, electrical repairs and can be used for railings, grab bars, toilets, water heaters, doors, locks, and more. The Alameda County Healthy Homes Department administers this program and assists low-income home owners with grants and contractors.

Based on the City's total CDBG allocation and the maximum percentages allowed per activity, the City's allotment of CDBG funds for fiscal year 2020-2021 in these three categories are as follows: General Administration (\$7,800), Minor Home Repairs (\$50,496) and Jurisdiction Improvement Projects (\$146,335). In order to meet the deadlines for approval by the U.S. Department of Housing and Urban Development (HUD), the City Council must accept a recommendation from the Community Development Advisory Committee (CDAC) to allocate the anticipated Jurisdiction Improvement Funds. The CDAC is the recommending committee for the CDBG Program and assists with evaluation and assessment of proposed and implemented programs to meet community needs at citywide level. The CDAC assists in the development of realistic goals and objectives to meet identified needs. The CDAC also assists in the

implementation of the CDBG program and reviews any program modifications as determined by community assessments and/or HUD program requirements. Thus, CDAC makes recommendations for the use of Jurisdiction Improvement Project Funds to the City Council.

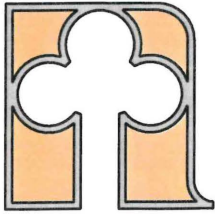
**Recommendations for use of 2020-2021 Jurisdiction Improvement Project Funds**

The CDAC met on January 30, 2020 to review the status of CDBG projects and to determine the recommended allocation of Jurisdiction Improvement funds for fiscal year 2020-2021. At the time of the CDAC meeting, the exact amount of funding had not been determined. Staff used an estimate of \$138,103 to develop the funding recommendations for the CDAC's consideration. The CDAC voted unanimously to recommend that the City Council allocate \$138,103 in anticipated Jurisdiction Improvement Project funds to the Citywide ADA Compliance Improvements. Staff received the final allocation amount for CDBG funds on February 18, 2020 from HUD. The City Council is being asked to consider approval of the updated funding in the amount of \$146,335 for the Jurisdiction Improvement Project.

The Jurisdiction Improvement Project would address ADA compliance needs at City-owned parks, facilities, and parking lots as identified in the City's Disabled Access Transition Plan. The scope of work would include ADA parking accessibility, repairing and resurfacing pathway and sidewalk to remove tripping hazards, curb ramp installations and upgrades, and other exterior surface improvements to make connections more accessible. These improvements would provide accessibility benefits for the entire community.

**Attachment** – City of Newark's ADA Transition Plan

**Action** - Staff recommends that the City Council, by motion, accept the recommendation from the CDAC to approve the allocation of anticipated CDBG Jurisdiction Improvements \$146,335 funds for fiscal year 2020-2021 to the Citywide ADA Compliance Improvements.

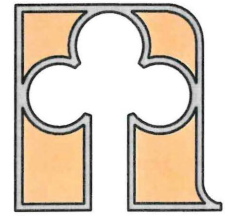


**City of Newark**

**Public Works Department**

37101 Newark Boulevard, Newark, CA 94560

Phone: 510-578-4261



**2013 UPDATE  
TO THE  
CITY OF NEWARK'S  
ADA  
TRANSITION PLAN**

**January 15, 2013**

## EXECUTIVE SUMMARY

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990. The law requires, among other things, programs, activities, and services of public agencies are available to qualified individuals with disabilities. Title II of the Act specifically requires public agencies to; 1) have a grievance procedure, 2) designate an individual to oversee Title II compliance, and 3) have a plan if structural changes are necessary for achieving program accessibility. The City has developed a document titled "2008 Update to the City of Newark's ADA Transition Plan" that addresses these three requirements. The first City ADA Transition Plan was written in February 22, 1994. The following document is an update to the City's original transition plan.

The updated transition plan identifies an ADA coordinator, documents the grievance and reporting procedures for accessibility issues occurring on City controlled property such as public sidewalks in street right-of-ways, City parks, and City buildings.

Two transition lists have been developed for those City facilities which may not be currently fully accessible to individuals with disabilities. One transition list is for City parks and buildings. This list was first developed 1994, and included 114 features which had some accessibility limitations. A significant number of those features have been corrected. As new features are identified they have been added to the list. As of January 2013, the transition list contains 34 accessibility features that have not yet been corrected.

The second transition list originally contained over 1,000 locations identified as requiring curb ramps. As of January 2013, all of those ramps have been installed. However, as federal regulations change some previously code compliant curb ramps may no longer be in compliance. These locations will be added to the existing curb ramp installation transition list.

The City currently does not have any identified services or programs (other than facilities and curbs) that are not available to individuals with disabilities. When new programs or services are developed, the responsible City division running the program or providing the service endeavors to design programs and services so they are inclusive.

## PRIORITIZATION FOR TRANSITION LISTS

Projects listed in the various transition lists are prioritized.

### **City Owned Facilities**

For City owned facilities projects are prioritized using a formula which assigns values for the usage, impact of completing projects, and cost. The higher the score the higher the priority will be. The formula is;

**Users:** The more users that are impacted by a condition the more points that condition will receive. The point range is 1 through 5. One point is given to conditions utilized by few people and 5 points are given to conditions utilized by large numbers of people.

**Significance and/or Impact:** The greater the impact upon the public and/or City employees the more points that condition will receive. The point range is 1 through 7. One point is given to conditions with very little impact on either the public or City employees. Seven points are given to conditions which have significant impact on the public or City employees.

**Cost:** The more a condition will cost to abate the more difficult it will be to obtain funding for. Therefore, conditions requiring significant funds to abate are given less points than conditions with little or no costs. The point range is narrow at one through three. As such, cost considerations are less important than either quantity of users impacted or the type of impact. One point is given for projects costing \$5,000 and above. Two points are given for projects costing between \$1,000 and \$4,999. Three points are given to projects costing less than \$1,000.

#### **Facilities in the Public Right-of-way**

Facilities in the public right-of-ways are most often curb ramps and sidewalks along public streets. Whenever a street is rebuilt all adjacent sidewalks and curb ramps are updated regardless of the prioritizing order. All new street projects require full compliance with current access requirements. The following is the prioritizing order for existing facilities.

- First:      Signaled intersections
- Second:   Commercial areas
- Third:     Residential areas

#### **DESIGNATED ADA COORDINATOR**

Ray Collier, Chief Building Official/City Architect, is the City's designated ADA Coordinator. His office is located on the first floor of the City Administration Building, 37101 Newark Boulevard, Newark, CA 94560. His phone number is (510)-578-4217.

#### **COMPLAINT REPORTING FORM**

An accessibility complaint form has been developed and should be used by all departments when receiving a complaint relating to accessibility issues.

#### **GRIEVANCE AND REPORTING PROCEDURE**

## **DISABLED ACCESS ON PRIVATE PROPERTY**

**General:** All privately funded commercial and industrial developments and some multi-family developments built after 1982 are required to have varying levels of access by persons with disabilities depending upon the building code in force at the time of their construction. The U.S. Fair Housing Amendments Act (FHAA) of 1988 and the Americans with Disabilities Act (ADA) of 1990 created standards for most all structures, including those constructed prior to 1982. The U.S. Department of Justice and other federal agencies are responsible for ADA and FHAA enforcement of accessibility standards on non-public property. The City of Newark enforces accessibility standards found in the various building codes commencing in 1982.

**Reporting:** Any complaints relating to disabled access on non-public property shall be processed by the Building Inspection Division. If the complaint is received by a division other than Building Inspection then that division shall direct the complaining party to Building Inspection by transferring their call to extension 4261 or directing them to the Building Inspection office. The Building Inspection staff person receiving the complaint shall take the following information:

- Location of violation
- Description of violation
- Name and phone number of reporting party (The name of reporting party is kept confidential and never given to the public. The reporting party can remain anonymous if they so choose.)

**Verification of Report:** Building Inspection staff shall determine if the reported violation falls under the authority of local building codes or federal agencies. This task shall be performed by the Chief Building Official or a Building Inspector.

**Building Code Violation:** If the reported violation falls under the jurisdiction of the City then staff shall:

- Enter information into the permit tracking system
- Schedule an inspection
- Conduct an inspection (use Investigation Report form B-102)
- Determine if reported condition is a violation
- If reported condition is not a violation then complete report, enter results of inspection into permit tracking system indicating reported condition is not a violation and that no further action is required.
- If reported condition is is a violation then make contact with responsible party and discuss abatement of violation. In general, follow Title 7 of the Newark Municipal Code, Nuisance Abatement.
- Contact reporting party and inform them of status of investigation if so requested by reporting party.

**Prioritization:** Enforcement of the various building codes is an on-going activity. Each grievance shall be addressed in the order they are received as soon as staff is available.

**Funding:** The abatement of disability access violations on private property does not involve construction or purchasing by the City. Funding is a function of the normal budget process. Historically, the Building Inspection Division receives only a few complaints a year involving disabled access violations on private property. The division is able to deal with the complaints through normal work schedules without specialized funding.

## **GRIEVANCE AND REPORTING PROCEDURE DISABLED ACCESS ON CITY OWNED OR CONTROLLED PROPERTY**

**General:** The City is obligated by federal law to make all spaces in buildings and other facilities accessible to qualified individuals with disabilities. Except for newer buildings governed by accessibility requirements in building codes, the City must make reasonable modifications to facilities and buildings not currently accessible to qualified individuals with disabilities.

**Reporting:** Any complaints relating to disabled access on City property shall be processed by the Building Inspection Division. If the complaint is received by a division other than Building Inspection then that division shall direct the complaining party to Building Inspection by transferring their call to extension 4261 or directing them to the Building Inspection office. The Building Inspection staff person receiving the complaint shall take the following information;

- Location of violation
- Description of violation
- Name and phone number of reporting party (The name of reporting party is kept confidential and never given to the public. The reporting party can remain anonymous if they so choose.)

**Verification of Report:** The City Architect shall determine if the reported condition does in fact preclude qualified individuals from accessing City facilities or buildings.

**Resolution of Complaint:** If it is determined the reported condition does not preclude qualified individuals with disabilities from entering or using a specific City facility or building then the City Architect shall notify the reporting party of his findings.

If it is determined the reported condition does in fact preclude qualified individuals with disabilities from using a specific City facility or building then the City Architect shall either facilitate the abatement of the offending condition or place the condition on the Transition List and prioritize it.

**Prioritization:** Newly discovered conditions that impede access to City controlled facilities by disabled individuals shall be placed on the Transition List and ranked utilizing established criteria.

**Funding:** Funding for the abatement of disabled access problems is contingent upon the City budget. As of March 2008, there is approximately \$60,000 worth of projects remaining on the Transition List. The City Architect will make \$10,000 annual requests for Capital Improvement Project funding for projects described in the transition list.

## **GRIEVANCE AND REPORTING PROCEDURE DISABLED ACCESS ON PUBLIC SIDEWALKS CONTROLLED BY THE CITY (Not curb ramps – see other section for curb ramps)**

**General:** Accessibility of sidewalks in public right-of-ways is generally a function of maintenance. Tree roots, soil heaving, and vehicle traffic over sidewalks can cause damage to sidewalks. Sometimes this damage will lessen the usability of sidewalks by qualified individuals with disabilities. Pursuant to Chapter 12.28.090 of the Newark Municipal Code, the maintenance of curb, gutter and sidewalk is the responsibility of the property owner. However, the City can and does participate with the maintenance of curb, gutter and sidewalk when the City Engineer determines that a safety hazard exists.

**Reporting:** All reports of damaged sidewalks located in the public right-of-way shall be processed by the Public Works Department. All reports should be forwarded to the support staff in either the Engineering Division or Maintenance Division of the Public Works Department. The Engineering Division shall maintain a list of damaged sidewalks.

**Prioritization:** There are two basic categories for prioritizing damaged sidewalks. First is for minor damage which can be repaired by concrete grinding performed by City maintenance staff. Repairs shall be made as soon as staff is available. The sequencing of repairs shall be based upon a variety of factors including when a damaged condition was reported, its location, and severity of damage.

The second category is for damage in which repairs will be more extensive requiring removal and replacement of damaged sidewalk sections by outside contractors. This list shall be maintained throughout the year and then placed on the annual Capital Improvement Plan project list. Generally, most reported damaged conditions are repaired within a year of the reporting date depending on the number of locations and the amount of funding available. Repair locations are typically prioritized based on the relative severity of the damage, the level of pedestrian traffic in the vicinity, and the proximity to other damaged locations.

**Funding:** Most often, funding for repairs is provided by various gas tax and local funding sources such as Measure B funds. There is normally approximately \$200,000

budgeted each fiscal year for a Capital Improvement Plan project to repair damaged curb, gutter and sidewalk locations.

#### **GRIEVANCE AND REPORTING PROCEDURE DISABLED ACCESS AT STREET INTERSECTIONS (Curb ramps)**

**General:** All intersections in the City with pedestrian access have curb ramps. A portion of those ramps are old and are not in compliance with current regulations. The City has a program in place for modifying non-complying curb ramps. Curb ramps are always installed with new street construction and with reconstruction of an existing street where ramps were not previously installed. Private developers are always required to install ramps along the frontage of previously unimproved properties. Modification to existing non-complying curb ramps has been placed with Capital Improvement Plan projects programmed specifically for Citywide ramp installations.

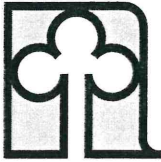
**Reporting:** Any specific curb ramp installation requests from the public should be directed to the Engineering Division of the Public Works Department. There should be relatively few such requests because all intersection have curb ramps. However, there could be requests to upgrade existing curb ramps. The Engineering Division maintains a list of previously installed ramps that require modifications to meet revised standards.

**Prioritization:** Any specific locations requested for upgrading by a member of the community would be given appropriate consideration for moving the project up the priority list. Existing ramp locations in need of improvements (such as detectable warning surfaces) to meet revised standards are prioritized based on location. The highest priority is given to curb ramps at signaled intersections following by curb ramps located in commercial areas following by curb ramps in residential areas.

**Funding:** Funding has been programmed for the upgrading of existing non-conforming curb ramps on an annual basis through the use of Transportation Development Act (TDA), Article 3, Pedestrian and Bicycle revenues. Current revenue estimates through this funding program are approximately \$20,000 annually.

#### **GRIEVANCE AND REPORTING PROCEDURE DISABLED ACCESS TO CITY PROGRAM AND SERVICES**

Any qualified individual with disabilities who feels they are being denied access to a City program or service need only contact the providing division and request reasonable accommodation. If the individual is not satisfied with accommodations provided by the division or department they are welcome to take their request to the ADA Coordinator and then to the City Manager. Although the ADA Coordinator does not have the authority to give direction to the various City departments he can act as a facilitator.



# ACCESSIBILITY COMPLAINT FORM

CITY OF NEWARK, CALIFORNIA

Public Works Department

**This form should be used to document receipt of complaints relating to disabled access on public or private property and activities and programs provided by the City of Newark.**

Nature or description  
of complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of problem if  
a physical location: \_\_\_\_\_

Date complaint  
received: \_\_\_\_\_

Staff person  
receiving  
complaint: \_\_\_\_\_

Name

Phone

Department

Reporting party: Not required for complaints relating to accessibility on private property. Name, address and phone number of reporting party are required for complaints relating to accessibility on City streets or in City buildings or City programs.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Street: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Refer all complaints to the ADA Coordinator. The ADA Coordinator will pass all complaints to the appropriate department for resolution.

Complaint  
referred to:

☐ Building Inspection

☐ City Administration

☐ Human Resources

☐ Engineering

☐ Fire Department

☐ Community Dev.

☐ Maintenance

☐ Police Department

☐ Finance

☐ City Attorney

☐ Recreation

☐ Information Systems

Referred  
by: \_\_\_\_\_

Date  
referred: \_\_\_\_\_

Action and  
Resolution: \_\_\_\_\_

\_\_\_\_\_

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# Transition List For ADA Compliance Of City Owned Facilities

## City of Newark

Updated January 2013

### Status Legend

p = Pending - needs to be corrected

c = Completed

a = Not Applicable - Not City Owned

Total Estimate For Pending Projects	\$ 401,800.00
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### Ranking Criteria

All the features on this list were prioritized using three criteria. This criteria was developed in 1994 when the first transition list was written.

**Users** = Number of users from 1 to 5 points with 1 point given to projects used by few people and 5 points given to projects used by large groups of people

**Significance - Impact** = Significance improvement would make upon the community or City operation from 1 to 7 points with 1 point given to projects with little significance or impact and 7 points given to projects with significant impact on the community and/or City operations

**Cost** = Estimated cost of making improvement from 1 to 3 points with 1 point for projects the highest costs and 3 points to projects with the lowest cost. Three points for projects up to \$999. Two points for projects between \$1,000 and \$4,999. One point for projects \$5,000 and above.

F:\Shared\TUDWORKS\BLDG\NSP ADA Compliance ADA Compliance List.xls

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
1	TP100	p	CITY ADM BUILD.	Reduce cashier service counter height to 34"	This feature is from the original list but its ranking has been upgraded.	5	5	2	3,000	12
2	TP101	p	CITY ADM BUILD.	Reduce Development Service counter height to 34".	This feature is from the original list but its ranking has been upgraded.	5	5	2	3,000	12
3	TP126	p	McGREGOR FILED	Upgrade accessible parking	Added to list January 2013. Parking lot on school district property but was built, and is maintained, by the City.	5	5	2	4,000	12
4	TP102	p	CITY ADM BUILD.	Add 5 handicap parking spaces w/1 van space	This feature is from the original list. There is a 199 space shared parking lot with the Library requiring 6 handicapped spaces. Assign 4 to CAB and 2 to Library. There are only 3, poorly located handicap spaces at the CAB. The entire layout needs to be reconfigured so all handicap spaces are together and pedestrian access to CAB is done properly. Will require significant site work.	5	5	1	5,000	11
5	TP103	p	COMMUNITY CTR	Add van space to parking area	This feature is from the original list. Facility has two standard accessible parking spaces at rear lot and one van accessible space at front lot, all with proper signage. With 126 parking spaces two additional handicap parking spaces are needed. In addition, proper access from handicap parking spaces to Community Center needs to be installed. Amount of site work could be significant.	5	5	1	5,000	11
6	TP106	p	COMMUNITY PK	Add 2 handicap parking spaces w/1 van space - This parking lot is accessed off of Newark Blvd	This feature is from the original list. One HCP parking space has been installed. Need additional HCP space. Needs paint and signs. Most likely, a new ramp will have to be constructed. The pavement is in poor condition and will most likely need to be replaced.	5	5	1	6,000	11

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
7	TP104	p	CIVIC TERR PK	Flatten slope at pathway entrances from Plummer Avenue	This feature is from the original list.	3	4	2	1,500	9
8	TP105	p	COMMUNITY CTR	Provide signage at entrance to facility and parking lot*	This feature is from the original list. Facility has two entrances, one to center and one to day care. Signs need to be provided directing public to accessible entrances.	5	1	3	800	9
9	TP107	p	SECOND CHANCE	Provide signage at entrance to facility and parking lot*	This feature is from the original list.	2	4	3	800	9
10	TP108	p	CITY ADM BUILD.	Reduce fourth floor service counter height to 34"	This feature is from the original list but its ranking has been lowered. Customers all given clip boards and asked to fill them out while using one of the lobby chairs.	3	3	2	3,000	8
11	TP109	p	CITY ADM BUILD.	Install automatic openers on doors to first floor restrooms.	It is difficult to maneuver a wheel chair through the two doors and vestibule leading the both the men's and women's restrooms because there is virtually no strike side clearances at the doors. Solution is to install automatic doors.	4	3	1	10,000	8
12	TP110	p	FIRE STATION 3	Provide signage at entrances to facility and parking lot*	This feature is from the original list.	1	4	3	800	8
13	TP111	p	SERVICE CTR	Provide signage at entrance to facility and parking lot*	This feature is from the original list.	1	4	3	800	8
14	TP112	p	SECOND CHANCE	Add van space to parking area	This feature is from the original list. Parking lot needs to be reconfigured so handicap parking space is on the left side of entrance walkway so it can be converted to van accessible.	2	3	2	1,000	7
15	TP128	p	CIVIC TERRACE PK	Repair pathways	Portions of the AC pathways throughtout the park are damaged from tree roots or have potholes resulting in grade differentials greater than maximum ADA standards. 6,726 sf out of 34,137 sf of paths are damaged. Added to list January 2013.	3	3	1	41,000	7
16	TP131	p	COMMUNITY CTR	Repair pathways	Portions of the AC pathways throughtout the park are damaged from tree roots or have potholes resulting in grade differentials greater than maximum ADA standards. 17,990 sf out of 173,698 sf of paths are damaged. Added to list January 2013.	3	3	1	96,000	7
17	TP113	p	ASH ST PARK	Install 1 handicap parking space van accessible	This feature is from the original list. There is an existing handicapped parking space with the loading zone on the right hand side resulting in a reasonable usable space for vans. The loading zone is approximately 5 feet wide when 8 feet is required. However, the space was installed prior to the code requirements for van accessible parking. Whenever the parking area is sealed and restriped then a properly dimensioned van accessible space should be provided. The blue portion of the accessible sign on the pavement is worn and needs to be repainted.	2	1	3	500	6
18	TP114	p	ASH ST PARK	Reduce service counter height to 36"	This feature is from the original list.	3	1	2	4,000	6

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
19	TP115	p	ASH ST PARK	Reduce force required to open front doors	This feature is from the original list. Doors need to be adjusted. Task can be handled by City maintenance staff.	2	1	3	200	6
20	TP116	p	BIRCH GROVE	Provide three handicap parking spaces w/van space	This feature is from the original list. There are 52 parking spaces in the lot which means 3 of them need to be accessible with one of the three van accessible. Currently, only 2 handicap spaces are provided, none of which are van accessible. In addition, the layout of the existing may not be code compliant in regard to access to sidewalk.	2	2	2	1,000	6
21	TP117	p	FIRE STATION 3	Provide parking bumpers in lot adjacent to ensure 4' sidewalk	This feature is from the original list.	1	3	2	1,000	6
22	TP118	p	LIBRARY	Add 2 handicap parking spaces w/1 van space	This feature is from the original list. The two handicap spaces have been installed. The ramp was code compliant when installed. However, it is in the public right-of-way and may have to be upgraded to include truncated dome ramp surface. We should place this item on the Curb Ramp transition list.	3	1	2	4,000	6
23	TP119	p	SERVICE CTR	Reduce force required to open front door	This feature is from the original list. Doors need to be adjusted. Task can be handled by City maintenance staff.	1	2	3	300	6
24	TP127	p	BIRCH GROVE	Repair pathways	Portions of the AC pathways throughout the park are damaged from tree roots or have potholes resulting in grade differentials greater than maximum ADA standards. 4,652 sf out of 63,308 sf of paths are damaged. Added to list January 2013.	2	3	1	26,000	6
25	TP129	p	MAYHEWS LANDING	Repair pathways	Portions of the AC pathways throughout the park are damaged from tree roots or have potholes resulting in grade differentials greater than maximum ADA standards. 13,080 sf out of 43,876 sf of paths are damaged. Added to list January 2013.	2	3	1	73,000	6
26	TP130	p	SPORTSFIELD	Repair pathways	Portions of the AC pathways throughout the park are damaged from tree roots or have potholes resulting in grade differentials greater than maximum ADA standards. 11,559 sf out of 57,674sf of paths are damaged. Added to list January 2013.	2	3	1	63,000	6
27	TP133	p	MIRABEAU PARK	Repair pathways	Portions of the AC pathways throughout the park are damaged from tree roots or have potholes resulting in grade differentials greater than maximum ADA standards. 5,488 sf out of 16,393 sf of paths are damaged. Added to list January 2013.	2	3	1	29,000	6
28	TP120	p	ASH ST PARK	Install ramp that meets ADA codes	This feature is from the original list. A ramp was installed but it does not meet current standards. The ramp is in the City right-of-way. This ramp upgrade should be transferred to the Curb Ramp transition list.	2	1	2	4,000	5

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
29	TP121	p	BIRCH GROVE	Install volume controls on public telephones	This feature is from the original list. It is recommended that the phone be removed.	1	1	2	1,000	4
30	TP122	p	SPORTSFIELD	Provide three handicap and van parking spaces	This feature is from the original list. An additional van accessible space needs to be installed which could result in significant site work.	1	2	1	5,000	4
31	TP132	p	ASH ST PARK	Repair pathways	Portions of the AC pathways throughout the park are damaged from tree roots or have potholes resulting in grade differentials greater than maximum ADA standards. 928 sf out of 13,441 sf of paths are damaged. Added to list January 2013.	1	2	1	6,000	4
32	TP123	p	FIRE STATION 1	Replace door handles	Facility will be vacant as of November 2005. Review accessibility when new occupant is identified.	1	1	1	1,000	3
33	TP124	p	FIRE STATION 1	Install ramp to threshold of front door no greater than 2:1 slope	Facility will be vacant as of November 2005. Review accessibility when new occupant is identified.	1	1	1	1,000	3
34	TP125	p	FIRE STATION 1	Replace doorbell button with lighted doorbell button	Facility will be vacant as of November 2005. Review accessibility when new occupant is identified.	1	1	1	100	3
35										0
36										0
37										0
38		c	COMMUNITY CTR	Provide accessible phone booths in lobby (clear space)	Completed prior to April 27, 2005	5	6	2	1,500	13
39		c	LIBRARY	Reduce force required to open interior doors incl. restrooms	Completed prior to April 27, 2005	5	6	2	3,000	13
40		c	CITY ADM BUILD.	Provide a two-way emergency elevator communication system	Completed prior to April 27, 2005	3	7	2	4,000	12
41		c	COMMUNITY CTR	Lower paper towel dispensers in restroom.	Completed prior to April 27, 2005	5	4	3	100	12
42		c	COMMUNITY CTR	Install grab bar behind toilet in men's restroom	Completed prior to April 27, 2005	5	4	3	200	12
43		c	COMMUNITY CTR	Provide visual/audible alarms	Completed prior to April 27, 2005	5	6	1	10,000	12
44		c	COMMUNITY CTR	Provide front/major room doors with clear opening/force	Completed prior to April 27, 2005	5	6	1	15,000	12
45		c	LIBRARY	Move toilet paper dispensers closer to toilets in restrooms	Completed prior to April 27, 2005	5	4	3	150	12
46		c	LIBRARY	Move soap dispensers out of corners in restrooms	Completed prior to April 27, 2005	5	4	3	200	12
47		c	LIBRARY	Replace drinking fountain to make accessible	Completed prior to April 27, 2005	5	4	3	700	12
48		c	LIBRARY	Provide visual/audible alarms	Completed prior to April 27, 2005	5	6	1	5,000	12
49		c	LIBRARY	Reduce force required to open front door	Completed prior to April 27, 2005	5	6	1	5,000	12
50		c	COMMUNITY CTR	Provide handrail to ramp to access daycare facility building	Completed prior to April 27, 2005	3	5	3	800	11
51		c	COMMUNITY CTR	Provide unisex ADA bathroom at other location in facility	Completed prior to April 27, 2005	5	5	1	30,000	11
52		c	ASH ST PARK	Install grab bar behind toilet in men's restroom	Completed prior to April 27, 2005	3	4	3	200	10

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
53		c	ASH ST PARK	Provide signage at entrances to buildings and parking lots*	This feature is from the original list. There is no parking lot and the handicapped parking space location is very apparent to anybody entering the area by vehicle. Therefore, parking lot signage is not needed. Both buildings have a single front accessible entrance thereby negating the need to identify entrances.	3	4	3	800	10
54		c	ASH ST PARK	Provide visual/audible alarms in Viola Blythe Center	Completed prior to April 27, 2005	3	6	1	5,000	10
55		c	ASH ST PARK	Provide visual/audible alarms in Recreation Center	Completed prior to April 27, 2005	3	6	1	5,000	10
56		c	CITY ADM BUILD.	Provide signage at entrance to facility and parking lot*	Completed prior to April 27, 2005	3	4	3	800	10
57		c	CITY ADM BUILD.	Reduce the force required to open the front door	Completed prior to April 27, 2005	3	6	1	10,000	10
58		c	CITY ADM BUILD.	Reduce the force required to open door to Development Services	Completed prior to April 27, 2005	3	6	1	10,000	10
59		c	CITY ADM BUILD.	Provide visual/audible alarms	Completed prior to April 27, 2005	3	6	1	25,000	10
60		c	COMMUNITY CTR	Insulate drain pipes below sinks in restrooms	Completed prior to April 27, 2005	5	2	3	200	10
61		c	COMMUNITY CTR	Replace door handles	Completed prior to April 27, 2005	5	3	2	3,000	10
62		c	COMMUNITY CTR	Provide hand railing to steps in patio area	Completed prior to April 27, 2005	3	5	2	4,000	10
63		c	COMMUNITY CTR	Install handrail along ramp up to front of building	Completed prior to April 27, 2005	3	5	2	4,500	10
64		c	COMMUNITY CTR	Reduce the force required to open all remaining interior doors	Completed prior to April 27, 2005	3	6	1	5,000	10
65		c	LIBRARY	Insulate drain pipes below sinks in restrooms	This feature is from the original list.	5	2	3	200	10
66		c	LIBRARY	Install volume and text controls and lower public telephone	This feature is from the original list. The phone has been removed. As such, this item is no longer valid.	5	3	2	1,000	10
67		c	ASH ST PARK	Replace sink faucets in restrooms	Completed prior to April 27, 2005	3	3	3	200	9
68		c	ASH ST PARK	Replace door handles	Completed prior to April 27, 2005	3	3	3	400	9
69		c	ASH ST PARK	Move toilet closer to grab bar location in women's restroom	Completed prior to April 27, 2005	3	4	2	2,000	9
70		c	BIRCH GROVE	Replace narrow (17") gate to tennis courts	Completed prior to April 27, 2005	2	5	2	1,500	9
71		c	CITY ADM BUILD.	Lower elevator call buttons on all floors	Completed prior to April 27, 2005	3	5	1	8,000	9
72		c	COMMUNITY CTR	Replace drinking fountain in hallway area	Completed prior to April 27, 2005	3	4	2	1,500	9
73		c	FIRE STATION 3	Reduce force required to open front door	Completed prior to April 27, 2005	1	6	2	4,000	9
74		c	LAKE SHORE PK	Provide continuous handrails with extensions on stairways	Completed prior to April 27, 2005	3	5	1	5,000	9

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
75		c	LIBRARY	Provide signage at entrance to facility and parking lot*	This feature is from the original list. There is no parking lot and the handicapped parking space location is very apparent to anybody entering the area by vehicle. Therefore, parking lot signage is not needed. The library has a single front accessible entrance thereby negating the need to identify entrances.	5	1	3	800	9
76		c	MAYHEWS LDG	Flatten slope at pathway entrances from Montcalm cul-de-sac	Site visited on 4/27/05 by Ray Collier. Slope is 1:6.7 which is steep and exceeds handicap standards and CBC maximum for non-accessibility standard ramps. Can not be considered appropriate access for general public. All other points of access are HCP compliant, including one on Montcalm. People w/ disabilities are not being denied access afforded to persons w/out disabilities. Therefore, pathway need not be altered.	3	4	2	1,000	9
77		c	MAYHEWS LG PK	Install curb ramp connecting pathway to Montcalm cul-de-sac	Site visited on 4/27/05 by Ray Collier. Slope leading to curb is 1:6.7 which is steep and exceeds CBC maximum for non-accessibility standard ramps. Can not be considered appropriate access for general public. All other points of access are HCP compliant, including one on Montcalm. People w/ disabilities are not being denied access afforded to persons w/out disabilities. Therefore, curb ramp does not need to be installed.	3	4	2	2,000	9
78		c	SECOND CHANCE	Move toilet paper dispenser closer to toilet in restroom	Modifications included in CIP 778	2	4	3	150	9
79		c	SECOND CHANCE	Replace handrail to front entrance	Conditions reviewed on 10/18/05 by Ray Collier. Primary entrance is actually at the rear which has a CBC compliant ramp w/ handrail. Modification of handrail at front entrance not needed.	2	5	2	3,000	9
80		c	SECOND CHANCE	Provide visual/audible alarms	Completed prior to April 27, 2005	2	6	1	8,000	9
81		c	ASH ST PARK	Insulate drain pipes below sinks in restrooms	Completed prior to April 27, 2005	3	2	3	200	8
82		c	ASH ST PARK	Install volume control on public telephones	This feature is from the original list. The phone has been removed. As such, this item is no longer valid.	3	3	2	1,000	8
83		c	ASH ST PARK	Provide an accessible drinking fountain at Recreation Ctr	This feature is from the original list. Accessible drinking fountains were installed along with the new restroom building.	3	3	2	1,500	8
84		c	CITY ADM BUILD.	Remove ashtray in Floor 1 hallway adjacent to bathrooms	Completed prior to April 27, 2005	3	2	3	400	8
85		c	COMMUNITY CTR	Remove ashtray in hallway area	Completed prior to April 27, 2005	3	2	3	400	8
86		c	COMMUNITY CTR	Remove wall-mounted ashtray in vend machine room & 2 in lobby	Completed prior to April 27, 2005	3	2	3	400	8
87		c	FIRE STATION 1	Provide handicap parking	Facility will be vacant as of November 2005. Review accessibility when new occupant is identified.	1	4	3	500	8

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
88		c	FIRE STATION 1	Provide signage at entrance to facility and parking lot*	Facility will be vacant as of November 2005. Review accessibility when new occupant is identified.	1	4	3	800	8
89		c	FIRE STATION 2	Provide signage at entrance to facility and parking lot*	Condition reviewed on 4/27/05 by Ray Collier. Proper HCP parking space installed in back parking lot usable mainly by City staff only. No on-site parking is provided for public.	1	4	3	800	8
90		c	LIBRARY	Increase clear passage between paperback racks	Completed prior to April 27, 2005	4	2	2	1,000	8
91		c	LIBRARY	Modify two quiet rooms to be accessible	Completed prior to April 27, 2005	4	2	2	2,000	8
92		c	SECOND CHANCE	Replace shower controls	Modifications included in CIP 778 scheduled for completion in late 2005.	2	3	3	200	8
93		c	SECOND CHANCE	Provide a handrail running to the end of the ramp	Completed prior to April 27, 2005	2	5	1	5,000	8
94		c	SERVICE CTR	Provide 2 handicap and van parking spaces	Conditions were reviewed by Ray Collier. Facility has 47 parking spaces, which by current CBC standards requires 2 HCP parking spaces. Site now has 1 HCP parking space which is adequate for buildings built in the 1970s and 1980s. Adding an additional HCP parking space will result in the net loss of one parking space in the visitor/employee parking area, which from a zoning standpoint is undesirable. In addition, the site contains numerous flat paved areas that can be utilized for employee parking. If the need arises one of these vacant spaces will be converted to HCP parking. Therefore, existing conditions can be considered ADA compliant.	1	4	3	400	8
95		c	SERVICE CTR	Provide continuous handrails on both sides of ramp	Completed prior to April 27, 2005	1	5	2	1,000	8
96		c	SPORTSFIELD	Install volume controls on public telephones	This feature is from the original list. The phone has been removed. As such, this item is no longer valid.	3	3	2	1,000	8
97		c	CITY ADM BUILD.	Relocate, lower telephone, provide text and vol. controls	Completed prior to April 27, 2005	3	2	2	1,500	7
98		c	CITY ADM BUILD.	Replace fountain in hallway on Floor 1 adjacent to restrooms	Completed prior to April 27, 2005	3	2	2	1,500	7
99		c	CITY ADM BUILD.	Replace door handles	Completed prior to April 27, 2005	3	3	1	10,000	7
100		c	COMMUNITY CTR	Replace exist drinking fountain in vend machine area	Completed prior to April 27, 2005	3	2	2	1,500	7
101		c	COMMUNITY CTR	Reduce service counter height to 34"/auxiliary counter	Completed prior to April 27, 2005	5	1	1	8,000	7
102		c	FIRE STATION 1	Grind asphalt parking lot at concrete handicap ramp	Facility will be vacant as of November 2005. Review accessibility when new occupant is identified.	1	3	3	500	7
103		c	FIRE STATION 2	Ramp front entrance	Completed prior to April 27, 2005	1	4	2	1,000	7
104		c	FIRE STATION 2	Provide for van access parking	Condition reviewed on 4/27/05 by Ray Collier. Proper HCP parking space installed in back parking lot usable mainly by City staff only. No on-site parking is provided for public.	1	4	2	1,000	7

Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
105		c	LIBRARY	Reduce service counter height to 36"/auxiliary counter	Completed prior to April 27, 2005	5	1	1	8,000	7
106		c	ASH ST PARK	Remove partitions and convert to lockable doors	This feature is from the original list and it is unknown what is meant by it. Therefore, the item is being removed.	3	1	2	2,000	6
107		c	CITY ADM BUILD.	Install assistive listening system in Council Chambers	Completed prior to April 27, 2005	3	2	1	5,000	6
108		c	CITY ADM BUILD.	Reduce Building Inspection service counter height to 34"	Completed prior to April 27, 2005	3	1	2	1,000	6
109		c	FIRE STATION 2	Replace door handles	Completed prior to April 27, 2005	1	3	2	1,000	6
110		c	BIRCH GROVE PK	Provide accessible restrooms	Completed prior to April 27, 2005	3	1	1	25,000	5
111		c	FIRE STATION 2	Replace doorbell button with lighted doorbell button	This feature is from the original list. Doorbell button light not working but has external lighting and, therefore, does not need internal lighting. Verified as resolved by Ray Collier.	1	1	3	100	5
112		c	FIRE STATION 3	Replace doorbell button with lighted doorbell button	Completed prior to April 27, 2005	1	1	3	100	5
113		c	FIRE STATION 3	Ramp entrances from office to parking lot	Completed prior to April 27, 2005	1	1	3	800	5
114		c	SECOND CHANCE	Extend shower seat the full depth of the stall	Modifications included in CIP 778	2	1	2	2,000	5
115		c	FIRE STATION 1	Reduce service counter heights to 36"/auxiliary counters	Completed prior to April 27, 2005	1	1	2	2,000	4
116		c	FIRE STATION 2	Reduce service counter heights to 34"/auxiliary counters	This feature is from the original list. Verified as resolved by Ray Collier	1	1	2	2,000	4
117		c	FIRE STATION 3	Reduce service counter heights to 36"/auxiliary counters	Completed prior to April 27, 2005	1	1	2	2,000	4
118		c	SERVICE CTR	Reduce service counter height to 36"/auxiliary counter	Completed prior to April 27, 2005	1	1	2	3,000	4
119		a	HEALTH CTR	Provide signage at entrance to facility and parking lot*	This feature is from the original list. The Health Center was sold to the County and is no longer under City control.	4	4	3	800	11
120		a	HEALTH CTR	Move toilet paper dispensers closer to toilets in restrooms	Completed prior to April 27, 2005. The Health Center was sold to the County and is not longer under City control.	4	4	3	150	11
121		a	HEALTH CTR	Add access aisles to handicap parking spaces	Completed prior to April 27, 2005. The Health Center was sold to the County and is not longer under City control.	4	4	3	500	11
122		a	HEALTH CTR	Provide visual/audible alarms	Completed prior to April 27, 2005. The Health Center was sold to the County and is not longer under City control.	4	6	1	12,000	11
123		a	FINANCE	Bevel/ramp thresholds at front doors	This feature is from the original list. The Health Center was sold to the County and is no longer under City control.	4	5	1	6,000	10

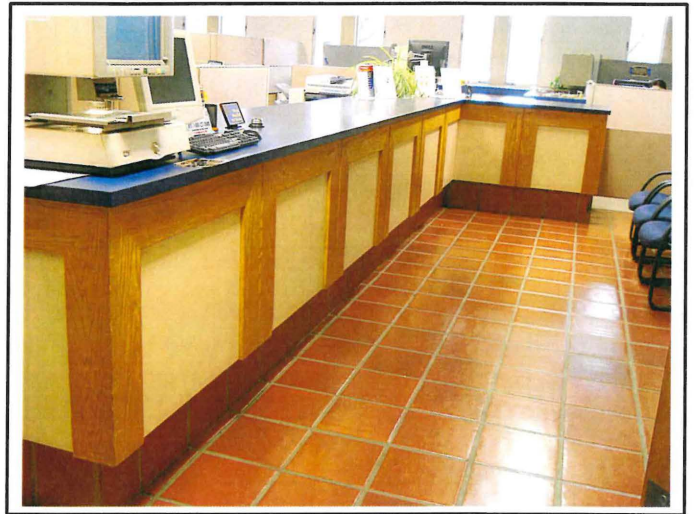
Transition List For ADA Compliance Of City Owned Facilities Updated March 2008						Ranking				
Ranking	Project No.	Status	Facility	Description of Feature	Comments	Users	Impact	Cost		Total Poin
								Points	Amount	
124		a	HEALTH CTR	Add 5 handicap parking spaces w/1 van space	Site was visited on 4/27/05 by Ray Collier. Facility has 66 parking spaces, which by current CBC standards requires 3 HCP parking spaces, not 5. Site now has 2 HCP parking spaces which is adequate for a building built in 1983. Adding an additional HCP parking space will result in the net loss of one parking space, which from a zoning standpoint is unacceptable. Therefore, existing conditions can be considered ADA compliant. The Health Center was sold to the County and is not longer under City control.	4	4	2	1,000	10
125		a	HEALTH CTR	Provide lower examination tables	Condition was reviewed by Ray Collier. Furniture is under the control of the tenant, not the City. This is a non-City issue and is, therefore, considered resolved. The Health Center was sold to the County and is not longer under City control.	4	5	1	10,000	10
126		a	FINANCE	Increase the closing time of front doors	This feature is from the original list. The Health Center was sold to the County and is no longer under City control.	4	2	3	500	9
127		a	FINANCE	Replace door handles	Completed prior to April 27, 2005. The Health Center was sold to the County and is not longer under City control.	4	3	2	1,000	9
128		a	HEALTH CTR	Install volume and text controls on public telephone	This feature is from the original list. Phone has been removed. The Health Center was sold to the County and is not longer under City control.	4	3	2	1,000	9

## **PHOTOGRAPHS OF EXISTING CONDITIONS**

The following photographs show most of the existing conditions of items described in the Transition List.



**TP100** CITY ADMINISTRATION BUILDING  
Reduce cashier counter height to 34"



**TP101** CITY ADMINISTRATION BUILDING  
Reduce Development Services counter height to 34"



**TP102** CITY ADMINISTRATION BUILDING  
Upgrade accessible parking



**TP102** CITY ADMINISTRATION BUILDING  
Upgrade accessible parking



**TP102** CITY ADMINISTRATION BUILDING  
New curb ramp for upgraded accessible parking



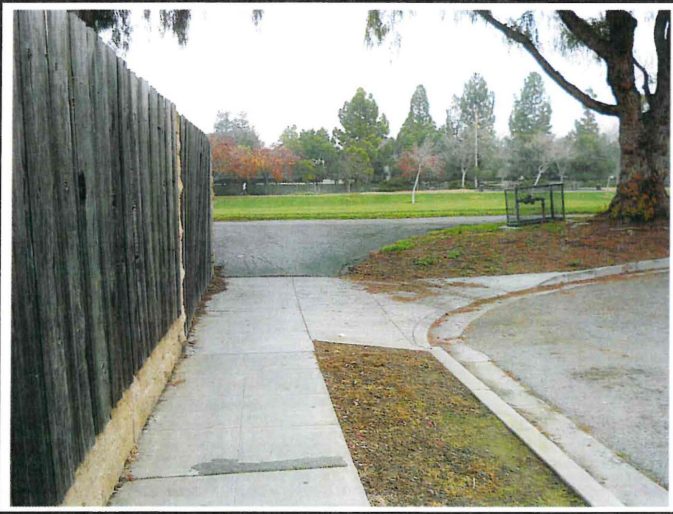
**TP103** COMMUNITY CENTER  
Minor upgrades to accessible parking and modification of curb ramp



**TP103** COMMUNITY CENTER  
Upgrades to the curb ramp



**TP104** CIVIC TERRACE PARK  
Provide accessible entrance to park from Plummer Avenue



**TP104** CIVIC TERRACE PARK  
Provide accessible entrance to park from Plummer Avenue



**TP104** CIVIC TERRACE PARK  
Provide accessible entrance to park from Plummer Avenue



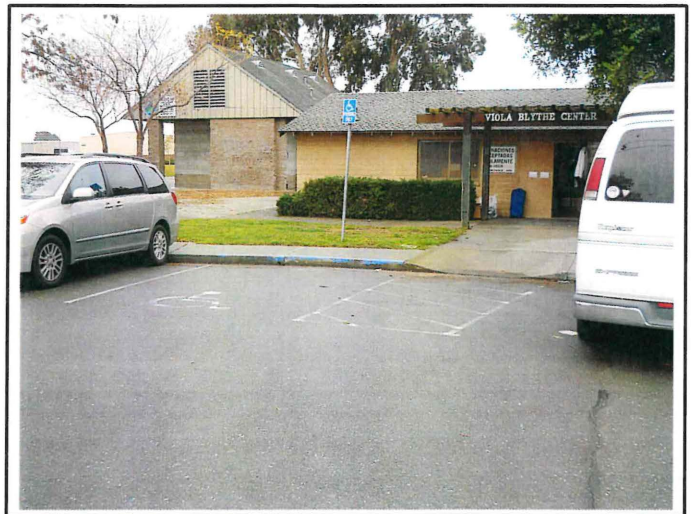
**TP106** COMMUNITY CENTER  
Upgrades to accessible parking



**TP106** COMMUNITY CENTER  
Minor upgrades to accessible parking and modification of curb ramp



**TP112** SECOND CHANCE  
Upgrade accessible parking



**TP113** ASH STREET PARK  
Upgrade accessible parking and curb ramp



**TP116** BIRCH GROVE PARK  
Upgrade curb ramp



**TP116** BIRCH GROVE PARK  
Upgrade access to accessible parking space or relocate



**TP116** BIRCH GROVE PARK  
Upgrade access to accessible parking space or relocate



**TP116** BIRCH GROVE PARK  
Upgrade access to accessible parking spaces



**TP116**

**BIRCH GROVE PARK**  
Upgrade access to accessible parking spaces



**TP122**

**SPORTSFIELD PARK**  
Upgrades to accessible parking



**TP122**

**SPORTSFIELD PARK**  
Upgrades to accessible parking



**TP122**

**SPORTSFIELD PARK**  
Upgrades to accessible parking

**F.2 Authorizing the City Manager to execute a Contractual Services Agreement with Coro Medical, LLC to provide new Automated External Defibrillator (AED) units and ongoing Public AED Program Services and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 – from Public Works Director Fajau. (RESOLUTION)**

**Background/Discussion** – The City of Newark provides a Public Automated External Defibrillator (AED) Program and maintains AED units in various public buildings and Police Department vehicles for emergency use. AED units can be utilized, under the appropriate circumstances, to deliver a controlled electrical shock to a heart attack victim in order to restore a correct cardiac rhythm. Many of the existing AED units owned by the City, while still functional, are due for replacement. The City recently solicited written proposals from qualified firms in the form of a Request for Proposals (RFP) for the procurement of thirty (30) new AED units, eight (8) new training units, and ongoing program management services to help track the maintenance and use of the City’s full AED inventory for a five-year term.

The City received a total of six responses following the Request for Proposals. Based on the scope of services requested, the pricing from each responding firm was as follows (please note that some corrections were made to some line-item quantities and applied taxes to ensure an accurate comparison of costs among the respondents):

<b><u>Respondent</u></b>	<b><u>Cost</u></b>
Coro Medical, LLC	\$ 45,360.38
AED Brands	\$ 50,507.58
Rescue Training Institute, Inc.	\$ 53,053.55
DiPietro & Associates, Inc.	\$ 53,536.80
Cardio Partners, Inc.	\$ 57,075.13
Response Life Safety	\$ 63,446.40

All responses to the RFP were evaluated by staff based on the following criteria: (1) proposed costs for procurement of the AED devices and related equipment, and completion of other ongoing program management services; (2) responders’ understanding of the City’s needs and general approach to completing the work; (3) responders’ experience with contracts of similar scope, complexity and magnitude; (4) qualifications of the staff being assigned to the contract; and (5) satisfaction of previous clients.

Each of the firms responding to the RFP demonstrated an understanding of the City’s needs and the ability to complete the requested services in a satisfactory manner. Each firm has experience with contracts of this nature and has qualified personnel for all components of the scope of services. Previous clients of each firm were generally satisfied with the respective services provided. Staff’s final recommendation is therefore primarily reliant upon the cost for the required services. Coro Medical, LLC is able to provide the desired services at the lowest proposed cost and satisfied all other criteria under the RFP.

Staff recommends that Coro Medical, LLC be selected to provide for the procurement of the AED units and all associated equipment along with the requested program management services.

The 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 has sufficient funding in the Equipment Replacement Budget for the purchase of the new AED devices and all related equipment, a cost of \$32,760.38. However, a budget amendment in the amount of \$12,600 would be necessary for the purchase of program management services for the ongoing maintenance and use of the City's entire inventory of AED units. Staff further recommends the Capital Improvement Fund Reserves be utilized to fund this portion of the scope of work.

**Attachments** – Resolution; Contractual Service Agreement

**Action** – Staff recommends that the City Council, by resolution, authorize the City Manager to execute a Contractual Services Agreement with Coro Medical, LLC to provide new Automated External Defibrillator (AED) units and ongoing Public AED Program Services, and amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE CITY MANAGER TO  
EXECUTE A CONTRACTUAL SERVICES AGREEMENT  
WITH CORO MEDICAL, LLC TO PROVIDE NEW  
AUTOMATED EXTERNAL DEFIBRILLATOR (AED) UNITS  
AND ONGOING PUBLIC AED PROGRAM SERVICES, AND  
AMENDING THE 2018-2020 BIENNIAL BUDGET AND  
CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2019-  
2020

WHEREAS, the City of Newark (“City”) manages an ongoing Public Automated External Defibrillator (AED) Program for the purpose of providing and maintaining AED units in various public buildings and Police Department vehicles for emergency use, and is in need of replacement AED units and ongoing program management services; and

WHEREAS, the City issued a Request for Proposals (RFP) in accordance with City’s Purchasing Rules and Regulations for the desired procurement of thirty (30) new AED units and other associated equipment along with ongoing program management services, and received a total of six proposals; and

WHEREAS, the submitted proposal from Coro Medical, LLC was determined by staff to be the most responsive to the RFP and based on proposed costs would provide the best value to the City for the desired scope of services among the six respondents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark, that all the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute a Contractual Services Agreement with Coro Medical, LLC, in the amount not to exceed \$ 45,360.38, to provide the new AED units and other associated equipment as well as ongoing AED program management services.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
From: 401-0000-2991	Capital Improvement Fund Reserves	\$ 12,600.00
To: 401-5600-5280-1252	AED Program Management Services	\$ 12,600.00

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter “Agreement”) is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_ by and between the **CITY OF NEWARK**, a municipal corporation (“City”), and **CORO MEDICAL, LLC**, a limited liability company (“Consultant”), collectively the “Parties”.

**W I T N E S S E T H:**

**WHEREAS**, City requested proposals to perform the services generally described as follows:

- 1.) Provide a total of thirty (30) new AED units and ancillary equipment as replacements for existing City-owned AED units in accordance with the Technical Specifications (Attachment A).
- 2.) Prepare all new AED units and ancillary equipment for immediate use including all inspection and preparation in accordance with manufacturer’s recommendations. This includes 20 units within Police Department vehicles and 10 units in various City buildings. All units in buildings will be placed in existing storage cabinets with no anticipated modifications.
- 3.) Provide eight (8) complete training device packages in accordance with the Technical Specifications (Attachment A).
- 4.) Provide support services for establishing and installing a manufacturer-based administrative software package for the AED units in accordance with the Technical Specifications that is accessible to all designated City employees
- 5.) Provide ongoing support services for a minimum 5-year period that includes but is not limited to: (a) on-call maintenance, troubleshooting and repair service to supplement regular monthly maintenance by designated City employees; (b) assistance with post-incident data downloads, reports, recordkeeping, and notifications in accordance as well as cleaning, and preparation of AED units for re-use; (c) support for administrative software and program management applications; (d) provide replacement AED accessories as needed; and (e) provide support for any manufacturer’s warranty issues.
- 6.) Provide Medical Director Services for the City of Newark Automated External Defibrillator program for a minimum 5-year period in accordance with California Code of Regulations, Title 22, Division 9, Chapter 1.8 and the City of Newark AED Policies and Procedures.
- 7.) Satisfy all AED Vendor requirements in accordance with California Code of Regulations, Title 22, Division 9, Chapter 1.8 and the City of Newark AED Policies and Procedures.

**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 "A".

**WHEREAS**, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "A", 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 "A". The payments specified in Exhibit "A" 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 FORTY-FIVE THOUSAND THREE HUNDRED SIXTY and 38/100 Dollars (\$45,360.38) 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 "A" hereto).

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

Invoices shall be sent to:

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

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

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

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

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

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

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

have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**6. PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any, identified in Exhibit "A". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "A", 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  
Attn: Risk Manager  
37101 Newark Boulevard  
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

**B. Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 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 Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

**C. Minimum Limits of Insurance.**

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

Consultant shall maintain limits no less than:

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

**D. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

**E. Claims Made Policies.**

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

**F. Wasting Policies.**

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

**G. Remedies.**

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which

are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

#### **H. Acceptability of Insurers.**

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

#### **I. Other Insurance Provisions.**

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

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

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

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not

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

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

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

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

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

**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 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

**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 subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

**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 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

**17. CONTRACT ADMINISTRATION.** This Agreement shall be administered by **SOREN FAJEAU** 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:

CORO MEDICAL, LLC.

**CITY OF NEWARK**

BLAIRE CZARINIECKI

SOREN FAJEAU

**Consultant**

**Administrator**

Address: 617 Bradley Court  
Franklin, TN 37067

City of Newark  
Attn: Soren Fajeau  
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

CORO MEDICAL, LLC.  
a Tennessee corporation

By \_\_\_\_\_  
David J. Benoun, City of Newark

By \_\_\_\_\_  
Consultant

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Attest:

\_\_\_\_\_  
Sheila Harrington, City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Kris Kokotaylo, Interim City Attorney

Date \_\_\_\_\_

## **EXHIBIT A**

### ***SCOPE OF SERVICES, COST, QUALIFICATIONS***

***As described in the attached document entitled, “Request for Proposals for City of Newark Public Automated External Defibrillator (AED) Program, Device Procurement and Ongoing Program Services” and accompanying response proposal from Coro Medical, Inc.***



**REQUEST FOR PROPOSALS**  
**for**  
**City of Newark**  
**Public Automated External Defibrillator (AED) Program**  
**Device Procurement**  
**and**  
**Ongoing Program Services**

**PROPOSALS MUST BE RECEIVED BY:**  
**MONDAY, FEBRUARY 10<sup>TH</sup>, 2020 at 2:00 PM**

**City of Newark**  
Public Works Department  
37101 Newark Boulevard  
Newark, CA 94560

**Point of Contact:**  
Soren Fajeau  
Public Works Director  
(510) 578-4286  
[soren.fajeau@newark.org](mailto:soren.fajeau@newark.org)

# **REQUEST FOR PROPOSALS (RFP)**

## **AED PROCUREMENT AND ONGOING PROGRAM SERVICES**

### **1. INTRODUCTION**

The City of Newark (“the City”) is soliciting written proposals from qualified firms for supplying new Automated External Defibrillator (AED) units in all City buildings and designated vehicles and associated accessory equipment, as well as providing ongoing maintenance services of the AEDs during the planned service period. This a Request for Proposal and not an invitation for bid. Although the proposer’s price for the required equipment and services is important, other factors will be taken into consideration. The total scope of work is further outlined below.

### **2. BACKGROUND**

The City of Newark is located in Southern Alameda County at the east end of the Dumbarton Bridge, 30 miles south of Oakland 15 miles north of San Jose. Newark was incorporated as a General Law City in 1955 and has a Council/Manager form of government. Newark’s population is approximately 48,712, with an encompassed area of approximately 13 square miles. Other information regarding the City of Newark can be found on the City’s website at [www.newark.org](http://www.newark.org).

### **3. GENERAL**

The selected firm will work under the general direction of the Public Works Director or designee to procure the requested Public Automated External Defibrillator (AED) units and perform Public AED Program services as required. Consultant shall provide personnel with the necessary expertise and experience to provide the scope of services desired by the City. The City’s primary objectives with its Public AED Program Management include, but are not limited to:

- Ensuring that designated public building locations and Police Department vehicles are equipped with functional and well-maintained AED units in accordance with applicable standards, manufacturer’s recommendations, and City of Newark AED Program Policies and Procedures.
- Performing regular ongoing maintenance of AED units with City personnel and having on-call maintenance assistance available through a qualified firm for repairs, warranty items, optional maintenance for technical professionals, post-incident activities, and other such services.
- Having a qualified Medical Director on-call through a selected Consultant to provide required services to the City of Newark AED Program in accordance with California Code of Regulations, Title 22, Division 9, Chapter 1.8 and the City of Newark AED Program Policies and Procedures.
- Providing regular training to designated employees as lay rescuers in cardiopulmonary resuscitation (CPR) and AED use, including all necessary certification and re-certification programs. All such training and programs will continue to be administered through the Alameda County Fire Department.

The selected Consultant will enter into a Contractual Services Agreement which will specify the procurement cost for the AED units and ancillary equipment, billing rates, personnel to be assigned, and other terms. The Contractual Services Agreement requires approval by the City Council and/or City Manager. Extensions to the term of the agreement, as allowed, will be subject to review and approval of the City Council and/or City Manager. Consultant selection will be at the sole discretion of the City.

#### **4. SCOPE OF SERVICES**

The requested scope of services includes the following:

- 1.) Provide a total of thirty (30) new AED units and ancillary equipment as replacements for existing City-owned AED units in accordance with the Technical Specifications (Attachment A).
- 2.) Prepare all new AED units and ancillary equipment for immediate use including all inspection and preparation in accordance with manufacturer's recommendations. This includes 20 units within Police Department vehicles and 10 units in various City buildings. All units in buildings will be placed in existing storage cabinets with no anticipated modifications.
- 3.) Provide two (2) complete training device packages in accordance with the Technical Specifications (Attachment A).
- 4.) Provide support services for establishing and installing a manufacturer-based administrative software package for the AED units in accordance with the Technical Specifications that is accessible to all designated City employees
- 5.) Provide ongoing support services for a minimum 5-year period that includes but is not limited to: (a) on-call maintenance, troubleshooting and repair service to supplement regular monthly maintenance by designated City employees; (b) assistance with post-incident data downloads, reports, recordkeeping, and notifications in accordance as well as cleaning, and preparation of AED units for re-use; (c) support for administrative software and program management applications; (d) provide replacement AED accessories as needed; and (e) provide support for any manufacturer's warranty issues.
- 6.) Provide Medical Director Services for the City of Newark Automated External Defibrillator program for a minimum 5-year period in accordance with California Code of Regulations, Title 22, Division 9, Chapter 1.8 and the City of Newark AED Policies and Procedures.
- 7.) Satisfy all AED Vendor requirements in accordance with California Code of Regulations, Title 22, Division 9, Chapter 1.8 and the City of Newark AED Policies and Procedures.

NOTE: Ongoing training of Lay Rescuers for the associated AED and CPR techniques will be provided by the Alameda County Fire Department. Ongoing monthly maintenance will be completed by designated City employees.

## **5. PROPOSAL FORMAT AND CONTENT**

The Proposal shall be brief, precise, and shall not include unnecessary promotional material. The Proposal shall not exceed ten (10) pages, single-sided, excluding resumes, and shall be submitted on 8½” x 11” paper.

The Proposal shall contain the following elements in the exact order and segmentation listed below:

- a. *Cover Letter.* Describe your firm’s interest and commitment in providing the required AED units (and related equipment) as well as ongoing supplemental maintenance services and full medical director services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City.
- b. *Staffing, Team Experience and Understanding of Requested Services & Objectives.* Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar contracts. Provide a discussion demonstrating the firm’s understanding of the services to be provided and their significance to the overall City objectives. Provide your firm’s approach to completing this project, showing the flow of the various work tasks and demonstrating a clear understanding of the requested work.
- c. *Experience providing similar services.* The consultant must present significant evidence of successful completion of similar services provided for local government clients over the past five years.
- d. *Resumes.* Include single page resumes of the Project Manager, Medical Director, and other key personnel to be assigned to the consultant team. It is expected that designated key staff will remain for the duration of the agreement. Key staff substitution will be allowed only after consultation and concurrence with the City.
- e. *References.* Provide at least three references (name, agency, title, address and telephone number) for recent similar or related work.
- f. *Schedule.* Provide a projected project schedule that includes required tasks and subtasks to be performed and corresponding durations; milestones and dates of key deliverables, including all delivery, set-up and placement of all replacement AED units. Please provide a specific timetable for delivery and set-up of all devices from the date of formal contract approval.
- g. *Cost Proposal.* Submit a detailed cost proposal to provide the entire Scope of Services outlined in the firm’s technical proposal. Cost proposal shall provide a breakdown of the initial procurement of all required AED units and ancillary equipment, AED training equipment, administrative software installation and optional supplemental AED program management packages. In addition, provide an hourly rate/fee schedule, as necessary, for all staff assigned to

the project, including but not limited to the Project Manager, Medical Director, and other key/field personnel. Additional administrative charges such as subcontractor mark-up, direct costs, mileage, and any other terms or conditions shall also be included as part of the cost proposal. At a minimum the cost proposal shall include the following:

- Unit price and extension for all (30) required AED unit replacement packages. List the make and model in accordance with the Technical Specifications (Attachment)
- Unit price and extension for all (8) required training devices and associated components.
- Staff costs for all initial set-up and installation of the new AED units and training devices.
- Cost for procurement and support services for the installation and management of manufacturer-based administrative software package, or similar program management software, in accordance with the attached Technical Specifications.
- Hourly rates for all Medical Director services and estimate of hours required for common Medical Director action items, as necessary.
- Hourly rates for Project Manager and all key personnel for various on-call support maintenance activities and estimate of hours required for common action items, as necessary.

h. *City's Standard Contractual Services Agreement*. A sample of the City's Standard Contractual Services Agreement (Agreement), including insurance requirements, is provided as Attachment C. If the interested firm would like to request amendments or exceptions to the Agreement and/or insurance requirements, these shall be specifically noted in the Proposal. Otherwise, provide confirmation of your firm's ability to meet the City's Standard Contractual Services Agreement and insurance requirements. Requested amendments and exceptions will be taken into consideration in evaluating the Proposal. Requests for amendments and/or exceptions to the Agreement will not be considered if not included in the submitted Proposal.

i. *Other Relevant Information*. Provide additional relevant information that may be helpful in the selection process.

## **6. SELECTION CRITERIA AND SELECTION PROCESS WITH ESTIMATED DATES**

Proposals will be screened, and the top candidate(s) will be reviewed by a selection committee. The qualifications for the top candidates will be verified and references will be checked. In reviewing the Proposals to this RFP, the City will carefully weigh:

- Consultant's understanding of the City's needs and general approach to completing the work
- Consultant's experience with contracts of similar scope, complexity and magnitude
- Qualifications of the staff being assigned to this contract
- Satisfaction of previous clients
- Ability to work effectively with City staff

- Consultant's proposed costs for procurement of the AED devices and completion of other services

The City retains sole discretion to evaluate proposals and may make an award to the Consultant the City deems to have the most responsive Proposal. Receipt of proposals in response to this RFP does not obligate the City in any way to engage any Consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a Consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into. The City's target dates are as follows:

Release of RFP:	January 23, 2020
Proposal due:	2:00 pm, Monday, February 10, 2020
Interview of top firm(s), if required:	TBD, if necessary
Services Agreement scheduled for Council approval:	February 27, 2020

## 7. SUBMITTAL GUIDELINES

Firms shall submit three (3) hard copies and an **electronic pdf file** of the Proposal in a sealed envelope bearing the caption "City of Newark – Proposal for AED Procurement and Program Services."

The Consultant shall name the electronic file in the following format:

"[Consultant Name] –AED Procurement and Program Services"

The envelope shall be addressed to:

**Soren Fajeau**  
**Public Works Director**  
**City of Newark – Public Works Department**  
**37101 Newark Boulevard**  
**Newark, CA 94560-3796**

Proposals may be submitted in person at the Public Works Department, by mail, or by email (with hard copies to follow) but must be received by **2:00 p.m. on February 10, 2020.**

### **FAX SUBMISSIONS ALONE WILL NOT BE ACCEPTED.**

Any changes made by the City to the requirements in this RFP will be made by written addenda posted to the City's website at <http://www.newark.org/departments/public-works/bid-openings>. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

The City reserves the right to reject any and all proposals, to waive any minor informalities, irregularities, and/or non-responsiveness that does not influence the competitive nature of the proposal, to request additional information concerning any statement for purposes of clarification, to accept or negotiate any modification to any statement following the deadline for receipt of all statements, and to waive any irregularities if such would serve the best interests of the City.

All inquiries regarding the RFP should be directed to Soren Fajeau, Public Works Director, at the above address, by telephone at (510) 578-4286, or preferably by email at [soren.fajeau@newark.org](mailto:soren.fajeau@newark.org) . All inquiries need to be made by 5 p.m. on Thursday, February 5, 2020.

### **Additional Submittal Information**

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

All costs incurred during proposal preparation or in any way associated with the Consultant's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Consultant.

If awarded a contract, the Consultant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City as outlined in the attached Contractual Services Agreement. Consultants are liable for all errors or omissions contained in their Proposal. By submitting a Proposal, interested firms represent that they: (1) have thoroughly examined and become familiar with the Work required under this RFP; (2) comprehend all conditions that may impact the requested scope of services; (3) have reviewed of all addenda, if any; and (4) are capable of providing the equipment, goods and services necessary to perform the requested scope of services and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at firms' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a firm to have read all of the conditions and instructions of the RFP and/or the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a firm to withdraw its Proposal or to seek additional compensation.

Additionally, if awarded a contract, the Consultant shall maintain a valid City of Newark business license at all times during the performance of work under the contract.

All Proposals and rates set forth therein shall be deemed to include applicable taxes. Interested firms shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the selected firm(s). The selected firm(s) is liable for any and all taxes due as a result of the agreement.

**ATTACHMENT A**

**CITY OF NEWARK**

**TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

1. Automated External Defibrillator (AED) units shall be new Zoll AED Plus semi-automatic units (with no voice recording), with a graphical cover, or approved equal with the following components and attributes:
  - a. All units provided shall include the following:
    - One AED soft carrying case
    - One adult CPR-D Padz or approved equal
    - One full set of lithium batteries
    - One operating manual
    - One quick reference guide
    - One complete rescue accessory pack that includes gloves, scissors, razor, paper towels and face mask.
  - b. A minimum 8-year warranty shall be provided with all devices.
  - c. A total of 20 (of 30) units shall be equipped with manufacturer's Police Carry Case or approved equal.
  - d. AED must be Pre-market approved (PMA) by the United States Food and Drug Administration (FDS). 510K approval will not be accepted.
  - e. AED must support the 2010-2015 AHA guidelines for hands-only CPR.
  - f. AED must be capable of remaining in stand-by mode for at least five years without replacing pads or batteries.
  - g. AED must have Ingress Protection (IP) rating of at least IP55.
  - h. AED must be drop-resistant to not less than 100Gs or 9 feet any corner, any angle. AED must be milspec-rated for vibration and ruggedness.
  - i. AED must support CPR with real-time measurement of rate and depth of compression. AED must advise "push harder" when compression depth is less than 2 inches.
  - j. AED batteries must be a non-hazardous material such as Lithium Manganese. Lithium Sulfur Dioxide batteries or similar will not be acceptable.
  - k. AED must provide an airway support mechanism that supports the victim's airway form below and between the shoulder blades to aid rescue breathing and return of spontaneous respiration.

1. AED manufacturer shall demonstrate a history of no FDA recalls, voluntary corrective actions or “end of life” notifications for any AED they have produced for the last 5 years.
2. AED training units shall be a complete AED Plus Semi-Automatic Trainer 2 unit or approved equal.
3. All AED units shall be included in the manufacturer’s AED Program Management program for a minimum 5-year span. Zoll AED PlusTrac Program Management, or an approved equal, shall be utilized.



February 7, 2020

Soren Fajeau  
37101 Newark Boulevard  
Newark, CA 94560

Hello Soren,

We are pleased to present our proposal for City of Newark Public Automated External Defibrillator (AED) Program. We're thrilled to have the chance to be partner with you to supply and support new AED units in City buildings and police vehicles.

Our company, Coro Medical, also home to AED.US, is an international distributor of medical equipment and supplies. With a combined industry experience of over 110 years, our company understands the value of providing our customers a long-term partnership. A few reasons that we are different from other AED companies.

- AEDs are not new to us. We sold the first-generation units when AEDs were only used by licensed paramedics.
- We stock thousands of AEDs and the accessories to support them.
- We pride ourselves in taking care of our customers. Our employees are empowered to do whatever is necessary to make you 100% satisfied.
- We are an authorized distributor for each line we carry and carry full liability insurance.

We want to earn your business and provide you with AEDs, AED Management program, Medical Direction and Accessories. Our attached proposal shares all the details, but if you need any additional information as you consider the options, please let me know. We are excited to share our passion for AEDs with the City of Newark.

Thank you for your time and consideration,

Blaire Czarniecki

A handwritten signature in blue ink that reads "Blaire Czarniecki".

Customer Service Manager



## **Staffing, Team Experience and Understanding of Requested Services & Objectives**

### **Staffing**

Blaire Czarniecki -Customer Service Manager at Coro Medical

Blaire has been in the AED business for 8 years. She is the En-Pro Program liaison (AED medical oversight program). In congruence with En-Pro, she is the main point of contact, can answer any questions about AED management, medical oversight and maintenance, and assist in setting up customers with the software and program. She is knowledgeable regarding all State AED regulations and help customers keep their devices up to date. She executes all state and local bids and has seen numerous bids through to completion.

### **Team Experience**

Coro Medical, since 1999, has been selling and supporting AEDs, Medical Equipment and accessories. We are a customer-centric company and we focus and invest on the relationships with our customers AND manufacturer partners. Providing the best partner solutions for our manufacturers allows us to provide the best service and price solutions to our customers. Coro Medical has a combined industry experience of over 110 years and is

En-Pro management Inc, who will handle all of the AED management and Medical Direction is the leader in medical oversight and AED program management. As a wholly owned subsidiary of the largest AED manufacturer in the world, En-Pro has a deep and comprehensive understanding of what it takes to provide a world class management solution for AEDs and responders to SCA. Our entirely US based client services team are trained to assist with post event support and logistical assistance on everything from scheduling training classes to replacing consumables on AEDs. Our state-of-the-art program management platform is the gold standard that AED programs are measured against. With more than 200,000 AEDs in our database, PlusTrac is the largest global provider of AED program management.

### **Requested Services**

We understand the services we will provide and how important it is to the City. We appreciate your commitment to make your community a safer place. We will provide you a total of (30) new AED units. All units will arrive to the City "rescue ready" with pads and batteries connected and AEDs in their cases. Two complete trainers will also be provided. These trainers will have the batteries, pads, and remote. The City will also be provided AED Management program for each AED. This includes Medical Direction. A detailed sheet will be provided in the proposal for all features of this program.

Once we receive the Purchase Order/Contract, we will place the order. We have all items in stock, so everything will ship right away. Delivery is 4-5 days. If set-up/install is requested, we will schedule that right away. All 30 AEDs will be registered in the myAED (En-Pro PlusTrac)



Management Program. This program provides all support services requested. This program also provides the Medical Director that is required for all AEDs.



## **Experience and References**

Coro Medical has thousands of customers and has implemented many successful AED Programs. We've provided over (30 qty) AEDs to a significant number of customers. We've won numerous bids for over (30 qty) AEDs and take pride in all of those being a success! Our customers include Centers for Disease Control, Blue Cross Blue Shield, thousands of Cities, Police and Fire Departments, American Red Cross, etc. We will be happy to provide whatever documentation/evidence that is needed or requested.

\*Coro Medical also provides a trade-in program for AEDs. We will be happy to provide an amount for any existing AEDs the City already has. We just need the make, model, and serial number.

### **References**

Alexandria Real Estate Equities, Inc.

Scope of Work: (53) 5 Year AED Program Management, AEDs, Accessories, CPR Training

Contact: Vanvi Giap-Sy

Address: 26 North Euclid Ave Pasadena, CA 91101

Telephone number: 626-788-5621

State of Colorado

Scope of Work: (37) Zoll AED Plus units

Contact: Stephanie Diggs

Address: PO Box 1010 Canon City, CO 81215

Telephone number: 719-269-4042

Savage Police Department

Scope of Work: (27) Zoll AED Plus units and Program Management

Contact: Pat Mans

Address: 6000 MColl Drive Savage, MN 55378

Telephone number: 952-882-2607

\*Will be happy to provide additional references upon request

**JOHN D. MORRISSEY, M.D.**  
**6212 Kennedy Drive**  
**Chevy Chase, Maryland 20815**  
**(301) 718-3444**  
**Cell: (301) 922-4953**  
**jmorrissey@som.umaryland.edu**  
**jdmorrissey@hotmail.com**

**CURRENT:**       **Intensivist, Assistant Professor of Medicine**  
**R Adams Cowley Shock Trauma Center**  
**University of Maryland School of Medicine**  
**University of Maryland Capital Region Health**  
**2011-present**

**Medical Director**  
**En-Pro Management, Inc.**  
**Chelmsford, Massachusetts**  
Provide medical review and assist with policy implementation for global  
leader in AED Program Management Solutions  
2000-present

**PREVIOUS:**       **Chairman, Dept. Critical Care Medicine**  
**Bon Secours/Mercy Health Hospital of Baltimore**  
**Chair:** Critical Care Committee  
**Member:** Ethics, Peer Review, P&T, Executive Committee  
**2011-2019**

**Director, Critical Care**  
**Medical Director, Respiratory Services**  
**Providence Hospital (Ascension Health) Washington, D.C.**  
1994-2011  
**Chairman,**     Emergency Management Committee  
**Chairman,**     Institutional Review Board  
**Chairman,**     Ethics Committee  
**Member:**      Executive, Education, Peer Review, Patient Safety

**TRAINING:**       **Carey Business School MBA Program 2018-**  
**Johns Hopkins University**  
**Baltimore, Maryland**

**Hopkins Business of Medicine Executive Graduate Certificate Program**  
**Carey Business School**  
**Johns Hopkins University 2009**

**Postdoctoral Fellow, Pulmonary and Critical Care Medicine**  
**Yale University School of Medicine** 1991-1994.  
Yale/New Haven Hospital  
Norwalk Hospital

**Resident, Department of Internal Medicine**  
**Long Island College Hospital**, Brooklyn, N.Y. 1987-1990

**EDUCATION:** **SUNY Health Science Center at Brooklyn**, Brooklyn, N.Y.  
M.D. Degree 1987  
**Amherst College**, Amherst, Massachusetts. B.A. Degree *Cum Laude*  
with Senior Honors Thesis in Biology 1981

**PROFESSIONAL:** Board Certified Critical Care Medicine  
Licensed in Washington, D.C., New York, New Jersey, Florida, Texas,  
California and Maryland  
ACLS (Instructor)  
Fundamentals Disaster Management Certified  
Member Society of Critical Care Medicine, American College of  
Chest Physicians  
Member, *Thrive* Task Force, Society of Critical Care Medicine  
Trained in Epic, Allscripts, Cerner and Meditech EMR

# BLAIRE KINGSMORE CZARNIECKI

---

## WORK EXPERIENCE

### **CORO MEDICAL LLC/AED.US - FRANKLIN, TN**

**NOVEMBER 2017 – PRESENT**

#### **Customer Service Manager**

Provide high level leadership in a multi-faceted, fast-paced, dynamic environment while driving revenue through direct and indirect customer contact.

- Responsible for Inbound/Outbound calls, Product Training, Software Training, New Hire Development
- En-Pro Program liaison (our AED medical oversight program). In congruence with En-Pro, I am the main point of contact, can answer any questions about AED management, medical oversight and maintenance, and assist in setting up customers with the software and program.
- Managed and execute all state and local bids and have seen numerous bids through to completion.
- Primary Vendor Sales Liaison. I focus on creating and maintaining strong vendor relationships to drive collaborative sales efforts.
- CPR/AED/First Aid Instructor certified by the American Red Cross.

### **DXE MEDICAL/AED.COM - BRENTWOOD, TN**

**MARCH 2012 – SEPTEMBER 2017**

#### **Customer Service Supervisor-Ops/Sales Executive:**

- Customer Service Supervisor – Responsible for a team who handles Operations, Online Order Entry, Intercompany Order, and Field Base Sales.
- Vendor Sales – Focus on creating and maintaining strong vendor relationships to drive collaborative sales efforts. Collect and report sales tracings performance at the end of each month
- Public Access Sales – Consistently performed over quota in achieving sales targets in the assigned vertical market.
- Bids – Managed and executed all state and local bids
- Internal hub – Coordinate relationship between customer, sales, and, if necessary, product support teams

### **KID-FIT - FRANKLIN, TN**

**JUNE 2011 – MARCH 2012**

#### **Certified Instructor and Promotions & Sales:**

Kid-Fit is a physical education curriculum for children ages 2-5. Designed by fitness professionals to address the growing concern for preschool children's health and well being. My duties involve going into schools, daycares, preschools, and play centers and teach a 30-minute kid fit class and a 15 minutes tots and tunes class. I am responsible for keeping the 30 classes on track and teaching a routine that talks about different parts of the body changing topics every 6 weeks.

Other duties include contacting schools and centers to promote Kid-Fit and develop clients by setting up and conducting sample classes.

### **MARCH OF DIMES – KNOXVILLE, TN**

**MAY 2008 – AUGUST 2008**

#### **Program Intern**

Worked for the Program Outreach Director as a part of my course work at the University of Tennessee as a Program Intern for this non-profit organization.

- Created educational package that include 12 items to assist expectant mothers. Generated 1000 packets at no cost to the agency through personal solicitation of donations for the project. Given Project that targeted neo-natal birth facilities to obtain information for the MOD's. Distributed over 630 packages

## **EDUCATION**

**BACHELOR OF SCIENCE, HUMAN ECOLOGY-CHILD AND FAMILY STUDIES**

**THE UNIVERSITY OF TENNESSEE – KNOXVILLE TN**

- **MAGNA CUM LAUDE: 2007**
- 

## **COMMUNITY SERVICE & VOLUNTEER WORK**

- March of Dimes Volunteer - Fall 2006, educated women with high risk pregnancies in prenatal care.
  - Tutored students living in public housing in various educational needs and life skills as a part of my studies in child development - Spring 2005
  - Participated in annual Phone-A-Thon campaign s to raise money for various school projects
  - Selected as a Member of the Orange Pride Football Recruiting Team
- 

## **CERTIFICATIONS & SPECIAL TRAINING**

- ❖ CPR/AED/First Aid Certified Instructor
  - ❖ DXE Employee of the Quarter- January 2017-March 2017
  - ❖ Development of Professional Skills Training Certificates - University of Tennessee
    - Core Communication Program
    - Facilitator Training Program
    - Basic Helping Skills Training Program
  - ❖ Mac and PC Environment Computer Proficient
- 

**BLAIRE KINGSMORE CZARNIECKI**

**Coro Medical**

617 Bradley Ct  
Franklin, TN 37067

**Document Date**

February 9, 2020

Quote expires in 60 Days

**Bill-To Address**

City of Newark  
Soren Fajeau  
37101 Newark Boulevard  
Newark, CA 94560  
USA

**Ship-to Address**

City of Newark  
Soren Fajeau  
37101 Newark Boulevard  
Newark, CA 94560  
USA

**Salesperson**

Blaire Czarniecki

**Payment Terms**

Net 30 days

No.	Description	Quantity	Unit	Unit Price	Line Amount
8000-004000-01	Zoll AED Plus- Semi-Auto, New	30	Each	995.00	29,850.00

Each AED Includes:

5 Yr AED Warranty (7 Yr with Product  
Registration)

Duracell® Lithium Battery Set

Zoll AED Soft Carry Case

**Home Page**

[www.coromed.us /](http://www.coromed.us/)  
[www.AED.us](http://www.AED.us)

**Phone No.**

800.695.1209

**Email**

[support@coromed.us](mailto:support@coromed.us)

**Tax Registration No.**

82-2669986

## Sales Quote QUO6145

February 9, 2020

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Zoll Data Review Software

Zoll AED Plus Demonstration and Set-up CD

Premium AED/CPR Responder® Pack

“AED Equipped” Window/Wall Decal

AED Inspection Tag

Physician's Prescription

8900-0800-01	ZOLL CPR-D-Padz One-Piece Electrode Pad w CPR	30	Each	0.00	0.00
8000-0806-01	ZOLL AED Plus Soft Carrying Case – Police Version	20	Each	0.00	0.00
8008-0050-01	ZOLL AED Plus - Trainer 2	8	PCS	0.00	0.00
5501205	myAED.us AED Management Program - Premium (5yr)	36	Each	350.00	12,600.00
Program Includes Medical Director Services, All Program Management Services					

Delivery: 10-14 days after receipt of PO

Subtotal				42,450.00
Total Tax				0.00
<b>Total \$</b>				<b>42,450.00</b>

**Sales Quote QUO6145**

February 9, 2020

Page 3 / 3

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	42,450.00

# PlusTrac™

## Our Program, Your Guarantee

### Program Specifications

#### Readiness Counts

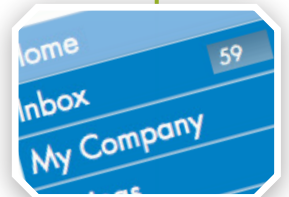
The PlusTrac™ AED Program Management System from ZOLL enables your AED program with everything your organization needs to manage all of your AEDs online. PlusTrac makes it easy to keep your AEDs inspected, your consumables up to date, your volunteer responders trained, and all of your AEDs properly managed and rescue ready.

#### Compliance Matters

PlusTrac will maintain a complete record of your Good Samaritan status and keep you in constant contact with the manufacturer of your AED, along with the many local, state, and federal agencies whose regulations may affect keeping Good Samaritan status.

#### Our Program, Your Guarantee

Every person in your organization who needs to have status updates on some or part of your AED program will know what they need to know, when they need to know it. Early warnings, reminders, and Good Samaritan status updates will keep everyone informed—from the general manager to the single volunteer responder. Managers can tailor PlusTrac to deliver the reports they want. PlusTrac makes it easy to manage your compliance and readiness.



### Program Choices

ZOLL offers two different levels of PlusTrac support.



#### Essential

Complete access to PlusTrac for each AED licensed in your program.  
(User manages data entry, data maintenance, and report design and generation.)



#### Professional

Complete access to PlusTrac for each AED and ZOLL's Program Management.  
(Live customer support for designing, implementing, and maintaining your program.  
Includes loading data, troubleshooting, indemnification, and launching program.)

**ZOLL®**

# Program Comparison Chart

	Essential	Professional	
Online File Cabinet/Resource Library	✓	✓	Access to online library of legal and regulatory requirements documents
Prescription/Medical Oversight	✓		AED prescription as required by FDA
		✓	AED prescription + Medical Director (physician) assigned to provide, review, and approve rescue protocols
Data Entry/Batch Upload	✓		User-initiated and self-managed data entry/batch upload
		✓	ZOLL-supported data entry/batch upload of all AED program data
Agency Notification/Registration	✓		General templates for agency notification/registration completed and sent by user
		✓	ZOLL completion and submission of all agency notifications/registrations
Tracking/Reporting	✓	✓	E-mail reminders, reports, and dashboard charts prompt for required manufacturer/regulatory maintenance
Alerts/Notifications	✓	✓	E-mail alerts and notifications sent 90/60/30 days prior to pad and battery expiration
FDA/Manufacturer Recall Alerts	✓		General recall information e-mail alerts
		✓	Device-specific notifications by serial number entered into PlusTrac and sent by e-mail
Customer Support	✓		Immediate-response online chat
		✓	Immediate-response online chat, telephone customer support, same-day e-mail, or help desk ticket system
Implementation Plan		✓	Detailed plan for AED program deployment and activation with site-specific compliance/readiness timeline
Compliance Guarantee Documentation		✓	Develop and maintain all documentation needed to meet and exceed local requirements for Good Samaritan protection, including statement of indemnification
Program Launch Event		✓	Conference call with users to establish roles and responsibilities, and provide PlusTrac training
Post-Event Review/Loaner AED		✓	After event, ZOLL sends user loaner AED; user sends ZOLL AED used in rescue. ZOLL retrieves event data and returns AED to user with event data report and physician's review

## Need More?

Some large AED programs with multiple units, possibly in several locations, need extra support. Do you need pre-staged products from your manufacturer delivered on a specific training date? Do you need help collecting data about AEDs already in service that are converting to PlusTrac? We can provide premium services, if needed. Ask your PlusTrac representative for information about services not shown here.

ZOLL Medical Corporation | [www.zoll.com/plustrac](http://www.zoll.com/plustrac) | [support@plustrac.com](mailto:support@plustrac.com) | 866-352-5433

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### **F.3 Overview of the 2020-2022 Capital Improvement Plan – from Assistant City Engineer Imai. (INFORMATIONAL)**

**Background/Discussion** – As part of the 2020-2022 Biennial Budget and Capital Improvement Plan preparation, the Public Works Department is coordinating the development of the Capital Improvement Plan (CIP) budget component. The CIP development process commenced in November with a call for projects to all City departments. Projects have been submitted and reviewed by staff. This informational item is intended to provide a summary of the proposed projects submitted, prioritization criteria for project selection and available funding sources.

The general purpose of the CIP for each Biennial Budget is to identify and prioritize capital improvement projects for potential funding. Projects can include streets, park and building construction as well as specific maintenance projects for existing infrastructure. Feasibility studies and master plans to help identify and quantify future projects are typically included in the CIP. Acquisitions of new equipment that would fall outside of a department's operating budget can also be included. In general, any project as defined above with an expenditure of \$5,000 or more is included in the CIP.

During the 2016-2018 CIP review process, the City Council approved modifications to the City's approach to project selection methodology that have been carried forward since. In addition to ensuring that projects satisfy at least one of the five critical issues from the City's Strategic Plan, projects are now categorized into three priority levels, as follows:

Priority Level 1 (Mandatory): Projects that meet a federal, State, or local legal or regulatory requirement, satisfy a critical risk management issue to ensure public safety, or serve to preserve and protect the City's existing assets and public infrastructure.

Priority Level 2 (Necessary): Projects that are considered necessary but not mandatory as they would not clearly address a critical legal, safety, or asset-projection need. Projects at this level could be funded by a consensus priority opinion of the City Council for the benefit of the community. This can also include projects that would provide a local match for outside funding sources, provide a definitive service level increase, or would complete the final phase of a multi-phased project. Feasibility studies and master plans are also categorized as Priority Level 2.

Priority Level 3 (Desirable): All other projects that do not satisfy Level 1 or Level 2 criteria.

In terms of funding, staff is currently projecting a total Capital Fund balance of approximately \$28.4M as of June 30, 2020. This total amount includes approximately \$19.1M in development impact fees. These are restricted funds with limited uses for qualifying projects under the categories of Public Safety Facilities, Community Service Facilities and Transportation Facilities. A portion of these restricted funds will be utilized with the New Civic Center project. The remaining \$9.3M of the total Capital Funds are not associated with impact fees and can be used for any type of project. The City currently has \$8.8M committed to other existing projects. If

only unrestricted funds are used for these committed projects, that leaves approximately \$500,000 in unrestricted funds for new projects.

Gas Tax funds, which are a combination of local transportation sales tax measures and fees (Measure B, Measure BB, Vehicle Registration Fee), State Highway Users Tax Accounts (HUTA) and the Road Maintenance and Rehabilitation Act (RMRA, “SB-1”) funding, will result in projected annual revenue of approximately \$3,700,000 each for the 2020-2021 and 2021-2022 fiscal years. Gas Tax funding must be used within the public right-of-way for transportation related improvements and maintenance.

A “first cut” review of the proposed CIP projects will be completed by the Executive Team in March. A formal review of the Draft CIP, including recommended project rankings, is scheduled to be presented to the City Council during the April 23 meeting.

**Attachment** - Presentation

**Action** – This item is informational only.

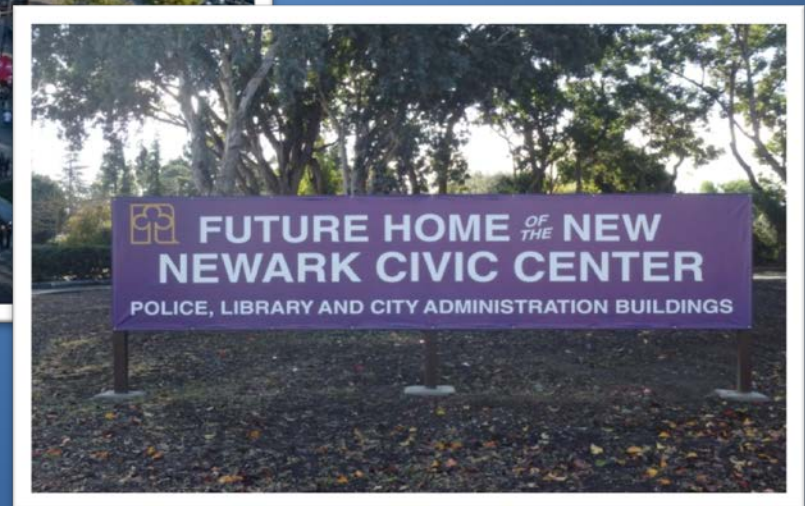


# CITY OF NEWARK

## 2020 – 2022

# CAPITAL IMPROVEMENT PLAN

# OVERVIEW

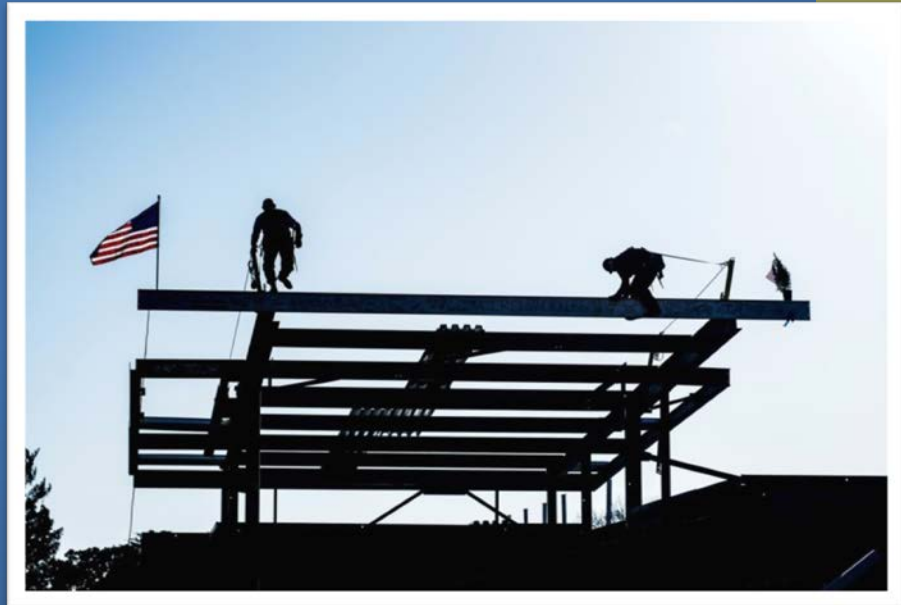


March 12, 2020

# 2020-2022 CIP OVERVIEW AGENDA



1. CIP Process Summary and Selection Methodology
2. CIP Funding Summary
3. New Projects Submitted for Consideration
4. Next Steps



# CIP PROCESS OVERVIEW



- General Overview of the Biennial Capital Improvement Plan (CIP)
- Types of Projects in the CIP
  - Streets, Parks, and Buildings
  - Feasibility Studies and Master Plans
  - New Equipment Purchases
- Projects or Purchases of \$5,000 or more
- No more off-the-top ongoing Maintenance projects

# CIP PROCESS OVERVIEW (cont.)



## CIP Schedule for Review and Approval

1. Call for Projects
2. Staff Evaluation of Projects Submitted
- 3. *City Council Overview of Submitted Projects***
4. Executive Team Review/Ranking of Projects (March)
5. Executive Team Review of Draft CIP (April)
6. City Council Review of Draft CIP (late April)
7. Draft CIP to Planning Commission (early May)
8. Biennial Budget/CIP City Council Work Session (May)
9. Recommended City Council Approval of Biennial Budget and CIP (June)

# PROJECT SELECTION METHODOLOGY



## CIP Selection Criteria

- Evaluation of Critical Issues
- Evaluation of Project Prioritization Criteria
  - Priority Level 1 (Mandatory)
  - Priority Level 2 (Necessary)
  - Priority Level 3 (Desirable)
- Evaluation of Available Funding Sources
- Review of staffing and maintenance impacts

# PROJECT SELECTION METHODOLOGY (cont.)



## PROJECT PRIORITIZATION CRITERIA

### PRIORITY LEVEL 1 (Mandatory)

- Level 1 projects are of the highest priority and must be completed for one of the following reasons:
  - A. Legal/Regulatory Obligations
  - B. Safety Obligations
  - C. Preservation of Existing Assets

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# PROJECT SELECTION METHODOLOGY

## (cont.)



### PROJECT PRIORITIZATION CRITERIA

#### PRIORITY LEVEL 2 (Necessary)

- Level 2 projects are considered to be necessary and include the following categories:
  - A. City Council Consensus Priority
  - B. Matching Requirements for Outside Funding
  - C. Service Level Increase
  - D. Feasibility Studies and Master Plans
  - E. Final Phase of a Project

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# PROJECT SELECTION METHODOLOGY (cont.)



## PROJECT PRIORITIZATION CRITERIA

### PRIORITY LEVEL 3 (Desirable)

- Level 3 projects are desirable but do not meet Level 1 or Level 2 criteria:
  - A. Aesthetic Improvements
  - B. All other projects



Priority Levels will be assigned to each project description in the CIP document.

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# PROJECT FUNDING



## Major Funding Sources for the 2020-2022 CIP:

1. Gas Tax Funds – \$7.4 M for two-year period
2. Capital Funds – \$25.1 M current balance  
(includes Capital Facilities Impact Fees)
3. Local Funds – \$3.55 M current balance
4. Outside Funding



# GAS TAX FUNDS SUMMARY



## "Gas Tax" Fund Sources:

1. State Highway Users Tax Account and the Road Maintenance and Rehabilitation Account (RMRA), SB1 (\$2.14M per year)
2. Measure B Direct Distributions (\$725k/year)
3. Measure BB Direct Distributions (\$640k/year)
4. Vehicle Registration Fee (Measure F) Direct Distributions (\$195k/year)

Total = \$3.7M per year



# CAPITAL FUNDS



**Estimated Capital Fund Balance (6/30/2020):** **\$28.4 M**

➤ **Restricted Capital Funds:** **\$19.1 M**

- **Public Safety Facilities:** **\$4.15 M**
- **Community Service Facilities:** **\$5.18 M**
- **Transportation Facilities:** **\$9.21 M**
- **Other:** **\$0.58 M**

➤ **Unrestricted Capital Funds:** **\$ 9.3 M**

# LOCAL FUNDS



## Local Funds:

\$3.55M

- Community Development Maintenance Fund
- Park Impact Fees

\$3.40 M

\$150,000



# OUTSIDE GRANT FUNDING



## Transportation Grant Funds:

- Transportation Development Act (TDA), Article 3
  - About \$48,000 per year
- Transportation Fund for Clean Air (TFCA)
  - Current Available Balance \$500,000
- Discretionary Measure B and Measure BB
- One Bay Area Grant (OBAG) program
- State Grade Separation Program

## Parks and Other Grant Funds:

- Regional Open Space, Wildlife, Shoreline, and Parks Bond Extension (Measure WW)
- Community Development Block Grant (CDBG)
- State Grant Funds

# NEW STREET PROJECTS SUBMITTED



## Annual Street Maintenance Projects

1. Street Asphalt Concrete Overlay Program (2020 and 2021)	\$ 3,200,000
2. Curb, Gutter and Sidewalk Replacement (2020 and 2021)	\$ 800,000
3. Street Tree Maintenance (2020 and 2021)	\$ 600,000
4. Citywide Accessible Pedestrian Ramps (2020 and 2021)	\$ 120,000
5. Traffic Calming Measures (2020 and 2021)	\$ 200,000
6. Traffic Signals – LED Lamps and Accessories (2020 and 2021)	\$ 60,000
7. Thermoplastic Street Striping (2020 and 2021)	<u>\$ 30,000</u>
	<b>\$ 5,010,000</b>

# NEW STREET PROJECTS SUBMITTED (cont.)



## Street Improvement Projects

1. Old Town PDA Streetscape Improvements – Design	\$ 500,000
2. <i>Old Town PDA Streetscape Improvements – Construction</i>	\$ 6,500,000
3. Thornton Avenue Streetscape Improvements (Elm to Willow)	\$ 1,200,000
4. Citywide Street Light LED Conversion	\$ 1,150,000
5. Citywide Crosswalk Evaluation and Modifications	\$ 300,000
6. Arterial Bicycle Lane	\$ 150,000
7. Traffic Signal Interconnect - Cherry St. (Thornton to Stevenson)	\$ 125,000
8. Traffic Signal Interconnect - Newark Blvd. (SR 84 to Civic Terr.)	\$ 175,000
9. Traffic Signal Interconnect - Thornton Ave. (Sycamore to Cedar)	\$ 150,000
10. Traffic Signal Preemption - Phase 2	\$ 200,000
11. Thornton Avenue Complete Streets, Environmental/Design	\$ 800,000
12. <i>Thornton Avenue Complete Streets, Construction</i>	\$ 14,000,000
13. Safe Routes to School Improvements – Various Locations	\$ 250,000

**\$ 25,500,000**

# NEW STREET PROJECTS SUBMITTED (cont.)



## Total Cost – All Street Projects

• Annual Street Maintenance Projects	\$ 5,010,000
• Street Improvement Projects	<u>\$ 25,500,000</u>
	<b>\$ 30,510,000</b>

## Total Projected Gas Tax Funds

• \$3.7M per year for two years	<b>\$ 7,400,000</b>
---------------------------------	---------------------

# NEW CAPITAL FUND PROJECTS SUBMITTED



## Building Maintenance Projects

1. Silliman Center Air Handler #2 Replacement	\$ 350,000
2. Silliman Center Hot Tub Replacement	\$ 300,000
3. Silliman Center Roof Replacement (Partial)	\$ 325,000
4. Silliman Center Water Tanks/Heater Replacement	\$ 100,000
5. Senior Center Flooring Replacement	\$ 75,000
6. Fire Station No. 27 Fencing	\$ 20,000
7. Fire Station No. 29 Fencing	<u>\$ 8,000</u>
	<b>\$ 1,178,000</b>

# NEW CAPITAL FUND PROJECTS SUBMITTED (cont.)



## New Vehicles

1. Fire Department Pumper Engine	\$ 900,000
2. Public Works Maintenance Vehicles (2)	\$ 90,000
3. Public Works Maintenance Truck	\$ 80,000
4. Police Department – Barn Car Patrol Vehicle	\$ 80,000
5. Police Department – Patrol Vehicle	\$ 80,000
6. Police Department – Abatement Vehicle	<u>\$ 65,000</u>
	<b>\$ 1,295,000</b>

# NEW CAPITAL FUND PROJECTS SUBMITTED (cont.)



## Operations

1. Citywide Document Scanning Services	\$ 300,000
2. Geographic Information Systems – Phase 2	\$ 150,000
3. Replace PD Scheduling & Workforce Mgt Software	<u>\$ 400,000</u>
	<b>\$ 850,000</b>

# NEW CAPITAL FUND PROJECTS SUBMITTED (cont.)



## Total Cost – All Capital Fund Projects

• Building Maintenance Projects	\$ 1,178,000
• New Vehicles	\$ 1,295,000
• Operations	\$ 850,000
• Previously committed	<u>\$ 8,800,000</u>
	<b>\$ 12,123,000</b>

<u><b>Total Unrestricted Capital Funds</b></u>	<b>\$ 9,300,000</b>
--	---------------------

# NEW PARK PROJECTS SUBMITTED



## Park Improvement and Maintenance Projects

1. Lakeshore Park Restrooms	\$ 350,000
2. Park Grid Tree Work Project	\$ 120,000
3. Mel Nunes Sportsfield Park Softball Outfield Net Replacement	\$ 30,000
4. Citywide Parks Signage Program – Phase I	<u>\$ 80,000</u>
	<b>\$ 580,000</b>

<u>Total Park Impact Fees</u>	<b>\$ 150,000</b>
-------------------------------	-------------------

# NEW FEASIBILITY STUDIES SUBMITTED



## Feasibility Studies

1. Citywide Building Needs Assessment	\$ 100,000
2. Quiet Zones Study	\$ 60,000
3. Citywide Rail Station Alternatives	<u>\$ 80,000</u>
	<b>\$ 240,000</b>

<u>Community Development Maintenance Funds</u>	<b>\$ 3,400,000</b>
--	---------------------

# NEXT STEPS



1. Executive Team Review/Ranking of Projects (March)
2. Executive Team Review of Draft CIP (April)
3. City Council Review of Draft CIP (late April)
4. Draft CIP to Planning Commission (early May)
5. Biennial Budget/CIP City Council Work Session (May)
6. Recommended City Council Approval of Biennial Budget and CIP (June)

QUESTIONS?

**F.4 Approval to add classification of Finance Director by: (1) amending the Employee Classification Plan and the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group; and (2) approving an Amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5 – from City Manager Benoun and Interim City Attorney Kokotaylo. (RESOLUTIONS-2)**

**Background/Discussion** – City staff recommends adding the classification of Finance Director, a Department Head position, to the City's employee classification plan to lead the City's Finance Department and amend the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group ("Compensation and Benefit Plan") to reflect this position. The Finance Department ensures that the financial activities of the City are performed, recorded, and presented in compliance with professional and ethical standards.

The City last had a Finance Director approximately 20 years ago. Following that, the City hired an Administrative Services Director, responsible for overseeing Finance, Information Systems and Management Services Departments. The City is currently operating without an Administrative Services Director and is restructuring Department Head responsibilities in order to meet City needs. As a result of significant and substantial projects originating out of the Finance Department, including a City-wide systems upgrade to a new Enterprise Resource Planning platform (Tyler New World), the City requires a dedicated Finance Director.

The Finance Director is a member of the City Manager's Executive Team that would report directly to the City Manager. The Finance Director is responsible for advising on financial matters, conducting complex analytical studies and working on special projects, and developing and managing the City's biennial budget, Five Year Forecast and the CAFR, among other tasks.

Example essential duties of the Finance Director include:

- Plans, organizes, directs, and evaluates the activities of the Finance Department.
- Conducts financial forecasts, manages investments, recommends financing sources, and advises on matters involving the City's financial condition.
- Develops and monitors accounting policies, procedures and guidelines to ensure proper control of the City's finances.
- Develops investment guidelines for City Council approval, and recommends financing alternatives.
- Prepares, analyzes, and monitors the City's biennial budget and provides periodic reports to the City Manager on the financial condition of the City.
- Recommends policy options in the preparation and monitoring of the budget in order to ensure the financial health of the City.

- Develops the City's Five Year Financial Forecast and assists the City Manager in presenting it to the City Council.
- Assists in development of the Capital Improvement Budget.
- Prepares a variety of financial reports and cost studies for management personnel, City Manager, and/or City Council including the Comprehensive Annual Financial Report (CAFR).
- Analyzes proposed new programs or enhancements to existing programs and prepares reports on cost implications and funding alternatives.
- Conducts analytical studies and works on projects related to the activities or the operations of the City.
- Establishes finance, treasury and purchasing policies, procedures and guidelines.
- Coordinates Division activities within the Division, other City staff, and outside agencies.
- Presents oral and written reports to the City Manager, City Council, outside agencies, and community groups on a variety of City administrative matters.
- Keeps City up to date on all facets of financial developments.

The recommended monthly salary range for the Finance Director is \$14,179 to \$20,557 (range 24), which is the same salary range for all of the City's executives. In addition, the Finance Director would be entitled to receive all other benefits contained in the City's Compensation and Benefit Plan that was adopted by the Council on July 11, 2019.

**Attachments** – Resolutions (2); Class Specification

**Action** – Staff recommends that the City Council, by resolutions: (1) amend Resolution No. 2505, Employee Classification Plan, to add one new classification entitled Finance Director; and (2) amend Resolution No. 10962, the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group to add the classification, Finance Director.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE  
CLASSIFICATION PLAN, TO ADD ONE CLASSIFICATION  
ENTITLED FINANCE DIRECTOR

WHEREAS, the City must, from time to time, add or otherwise adjust job classification and/or job specifications in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be perfected by employees in the City's various departments; and

WHEREAS, the City, based on evaluation, has determined that the addition of a classification for Finance Director is necessary; and

WHEREAS, the City seeks to amend the Employee Classification Plan to add the classification of Finance Director.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective March 12, 2020:

ADD	
Classification Title Code	Classification
FINANCE DIRECTOR	055



Class Code: \_\_\_\_\_  
WP Code: \_\_\_\_\_  
Established: \_\_\_\_\_  
Revised: \_\_\_\_\_  
EEO Code: \_\_\_\_\_

## CLASS SPECIFICATION

City of Newark, California

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### FINANCE DIRECTOR

#### POSITION DESCRIPTION

Nature of Work: Under general direction of the City Manager, directs activities of the Finance Department; performs advanced professional, analytical, and administrative work; advises on financial matters; conducts complex analytical studies and works on special projects; develops and manages the City's biennial budget; participates as a member of the City Manager's Executive Team in consideration of general City policies, programs, and concerns; and performs related work as assigned.

Class Characteristics: This single class position has Department Head status and performs a variety of professional and administrative duties in managing the Finance Department. The employee is responsible for developing the Five Year Forecast, the Comprehensive Annual Financial Report (CAFR), and the Biennial Operating Budget. The employee serves as financial advisor conducting financial forecasts, managing investments, and advising the City Council, City Manager and Department Heads on matters involving the City's financial condition. The employee directs accounting, finance and treasury activities ensuring that all activities are carried out in accordance with Generally Accepted Accounting Principles (GAAP).

EXAMPLES OF ESSENTIAL DUTIES: Duties may include, but are not limited to the following:

Plans, organizes, directs, and evaluates the activities of the Finance Department.

Conducts financial forecasts, manages investments, recommends financing sources, and advises on matters involving the City's financial condition.

Develops and monitors accounting policies, procedures and guidelines to ensure proper control of the City's finances.

Develops investment guidelines for City Council approval, and recommends financing alternatives.

Prepares, analyzes, and monitors the City's biennial budget and provides periodic reports to the City Manager on the financial condition of the City.

## **Finance Director**

Recommends policy options in the preparation and monitoring of the budget in order to ensure the financial health of the City.

Develops the City's Five Year Financial Forecast and assists the City Manager in presenting it to the City Council.

Assists in development of the Capital Improvement Budget.

Prepares a variety of financial reports and cost studies for management personnel, City Manager, and/or City Council including the Comprehensive Annual Financial Report (CAFR).

Analyzes proposed new programs or enhancements to existing programs and prepares reports on cost implications and funding alternatives.

Conducts analytical studies and works on projects related to the activities or the operations of the City.

Establishes finance, treasury and purchasing policies, procedures and guidelines.

Coordinates Division activities within the Division, other City staff, and outside agencies.

Presents oral and written reports to the City Manager, City Council, outside agencies, and community groups on a variety of City administrative matters.

Keeps City up to date on all facets of financial developments.

## **MINIMUM QUALIFICATIONS**

### Knowledge of:

Theories, principles, practices, and techniques of public administration, governmental accounting, grant accounting and public financing.

Budgetary principles and practices, including the development and management of capital improvement budgets.

Financial and economic analysis techniques to determine feasibility and cost benefits of projects, labor utilization and purchases.

Organizational planning techniques and methods including forecasting, goal setting, staffing, analyses and work planning.

## **Finance Director**

Business applications, functions and programs for personal computers.

### Ability to:

Plan, organize and direct a variety of administrative activities including finance, accounting, and treasury functions.

Select, train, motivate and evaluate assigned staff.

Establish and maintain effective working relationships with the general public, City departments, City officials and private agencies.

Work cooperatively with State, County and Federal government agencies.

Review, organize, and develop technical documents, proposals and reports.

Prepare clear, concise, and complete statistical and technical reports and written correspondence.

Exercise sound independent judgment within general policy guidelines.

Analyze complex problems, evaluate alternatives, and make creative recommendations.

Make persuasive presentations of ideas, concepts and recommendations.

Develop, implement and interpret goals, objectives, policies, procedures, work standards and internal controls.

Represent the City effectively in meetings with others.

### Experience and Training:

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

#### Experience:

Five years of progressively responsible professional work in finance, accounting, budget, management analysis, or a closely related field including at least three years supervisory experience. Experience must demonstrate a working knowledge of finance, accounting and supervisory functions.

## **Finance Director**

### Training:

Bachelor's degree from an accredited college or university in finance, accounting, management, business administration, public administration, public policy, or a related field. A master's degree is desirable.

License: Possession of or ability to obtain a valid California Class C driver's license.

**Probationary Period: 12 Months**

**FLSA:** Exempt

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10962, THE COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP TO ADD THE CLASSIFICATION ENTITLED FINANCE DIRECTOR; AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City must, from time to time, add or otherwise adjust job classification and/or job specifications in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be perfected by employees in the City's various departments; and

WHEREAS, the City, based on evaluation, has determined that the classification for Finance Director is necessary; and

WHEREAS, the City seeks to amend the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group to add the classification of Finance Director along with the associated salary range.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10962, The Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group, be amended to add a new classification as follows, effective March 12, 2020:


Add Classification Title	Salary Range
Finance Director	24

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the position of Finance Director with a salary range of \$14,179 to \$20,557 per month.



City of Newark

MEMO

**DATE:** March 3, 2020  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk   
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of March 12, 2020.

**REGISTER OF AUDITED DEMANDS**

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
February 06, 2020	Page 1-2	120231 to 120280	Inclusive
February 14, 2020	Page 1-2	120281 to 120363	Inclusive
February 20, 2020	Page 1-2	120364 to 120421	Inclusive
February 25, 2020	Page 1	120422 to 120423	Inclusive
February 28, 2020	Page 1-2	120424 to 120489	Inclusive



**City of Newark**

**MEMO**

**DATE:** March 3, 2020  
**TO:** Sheila Harrington, City Clerk  
**FROM:** Krysten Lee, Finance Manager  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of  
March 12, 2020.

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

1

Final Disbursement List. Check Date 02/06/20, Due Date 02/16/20, Discount Date 02/16/20. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120231	10736	ABACUS PRODUCTS INC	02/06/20	667.80	PRINTING SVCS
120232	332	ADAMSON POLICE PRODUCTS	02/06/20	82.36	MISC PURCHASES
120233	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	02/06/20	1,338.80	SHORT TERM DISABILITY PREMIUM
120234	1396	ALAMEDA COUNTY FIRE DEPARTMENT	02/06/20	877,330.42	FIRE SERVICES
120235	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	02/06/20	484.00	PATROL POST TRAINING
120236	11445	ASPEN ENVIRONMENTAL GROUP	02/06/20	278.50	PROFESSIONAL SRVCS
120237	11580	MATTHEW AVILA	02/06/20	152.51	EXPENSE REIMBURSEMENT
120238	7275	PETER BEIREIS	02/06/20	67.62	EXPENSE REIMBURSEMENT
120239	11779	ALLAN WARD	02/06/20	200.00	30 MIN QUARTET PERFORMANCE
120240	1513	BURTON'S FIRE INC	02/06/20	1,155.93	SUPPLIES
120241	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	02/06/20	12,115.83	TRAFFIC SIGNAL MAINTENANCE
120242	33	CENTRAL TOWING & TRANSPORT LLC	02/06/20	1,153.35	TOWING
120243	10060	COMCAST	02/06/20	74.60	CABLE SVCS
120244	11549	CSG CONSULTANTS, INC.	02/06/20	1,300.00	ENGINEERING PLAN CHECK AND CONSULTANT SE
120245	11559	TREVOR DAMEWOOD	02/06/20	3,157.48	EXPENSE REIMBURSEMENT
120246	10794	DUKE DE LEON	02/06/20	390.00	VIDEO SERVICES
120247	7631	DELTA DENTAL OF CALIFORNIA ATTN: ACCOUNT	02/06/20	17,899.16	DENTAL PREMIUM - FEB'20
120248	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	02/06/20	175.98	DENTAL PREMIUM - FEB'20
120249	10725	DAVID PARKS	02/06/20	1,678.18	EE COMPUTER LOAN PROGRAM
120250	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	02/06/20	2,388.86	VISION PREMIUM
120251	1733	FIRST BAPTIST CHURCH	02/06/20	80.00	DONATION - JAN'20
120252	5106	CITY OF FREMONT REVENUE DIVISION	02/06/20	111,785.14	SHELTER OPERATING EXPS
120253	550	FREMONT RUBBER STAMP CO., INC.	02/06/20	56.43	STAMPERS/DESK SIGNS
120254	11443	HIROSHI ICHIMURA	02/06/20	804.30	RECREATION CONTRACT Reinstated from clai
120255	7189	LINCOLN AQUATICS	02/06/20	872.92	POOL CHEMICALS-PULSAR CLEANER, CALCIUM,
120256	80	LYNN PEAVEY COMPANY	02/06/20	223.56	EVIDENCE SUPPLIES
120257	11736	MANAGEMENT PARTNERS INC.	02/06/20	4,868.95	MANAGEMENT SERVICES
120258	7618	METLIFE SBC	02/06/20	1,362.81	LONG TERM DISABILITY PREMIUM
120259	9029	MEYERS NAVE RIBACK SILVER & WILSON	02/06/20	86,121.09	INTERIM CITY ATTY SVCS
120260	10907	MICHAEL YORKS INVESTIGATIONS	02/06/20	2,775.00	BACKGROUND INVEST
120261	11357	MISSION UNIFORM SERVICE	02/06/20	3,246.35	MATS TOWELS AND UNIFORMS
120262	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	02/06/20	1,705.27	FLEET PARTS
120263	11690	NEOFUNDS	02/06/20	39.00	NEOPOST POSTAGE
120264	4507	PETERSON	02/06/20	45.55	PARTS
120265	329	PHOENIX GROUP INFORMATION SYSTEMS	02/06/20	800.04	PARKING CITATION PROGRAM
120266	11640	PLAN JPA C/O YORK	02/06/20	5,668.00	DEDUCTIBLE COSTS
120267	11807	REPSS, INC.	02/06/20	9,959.81	GAS MASK FIT TESTING MACHINE
120268	11635	RHOADES PLANNING GROUP, INC.	02/06/20	18,139.30	OLD TOWN SP
120269	112	WILLE ELECTRICAL SUPPLY CO INC	02/06/20	549.60	LIGHTS
120270	220	SONITROL	02/06/20	21.85	BUILDING CONTRACTUAL SERVICES
120271	40	STAPLES	02/06/20	2,567.72	OFFICE SUPPLIES
120272	11713	SURF TO SNOW ENVIRONMENTAL RESOURCE MANA	02/06/20	620.00	STORMWATER INSPECTION SERVICES
120273	10685	SYMBOL ARTS LLC	02/06/20	1,198.67	UB CHALLENGE COINS
120274	7744	T-MOBILE	02/06/20	501.90	YEARLY TMOBILE CELL SERVICE
120275	1765	TEMPERATURE TECHNOLOGY INC	02/06/20	2,664.92	HVAC REPAIR & MAINTENANCE
120276	11810	ISIDORE MFG TWIN OAKS RANCH MFG & SUPPLY	02/06/20	3,587.63	K9 KENNEL FOR OFCR PACHECO
120277	11776	TYLER TECHNOLOGIES, INC.	02/06/20	12,900.00	ERP IMPLEMENTATION
120278	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	02/06/20	261.24	PAYROLL PREMIUM - E0246926
120279	10998	GARY M SHELTON VBS SERVICES	02/06/20	250.00	BLOOD WITHDRAWAL SVC
120280	5623	VERIZON WIRELESS	02/06/20	3,409.61	IPHONE SVC

Final Disbursement List. Check Date 02/06/20, Due Date 02/16/20, Discount Date 02/16/20. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
Total				1,199,178.04	

Final Disbursement List. Check Date 02/14/20, Due Date 02/24/20, Discount Date 02/24/20. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120281	10736	ABACUS PRODUCTS INC	02/14/20	501.71	PRINTING SVCS
120282	10	ABC FIRE PROTECTION INC	02/14/20	423.53	AUTOMOBILE EXTINGUISHERS
120283	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	02/14/20	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
120284	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	02/14/20	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
120285	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	02/14/20	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
120286	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	02/14/20	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
120287	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	02/14/20	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
120288	1396	ALAMEDA COUNTY FIRE DEPARTMENT	02/14/20	11,690.06	REPAIRS
120289	344	ALAMEDA COUNTY WATER DISTRICT	02/14/20	90.00	CITY WATER USE
120290	5821	ALL CITY MANAGEMENT SERVICES, INC.	02/14/20	3,559.05	CROSSING GUARD SVCS
120291	10662	ALLIANT INSURANCE SERVICES, INC. - NPD M	02/14/20	825.00	AVIATION LIABILITY PREMIUM
120292	12	ALLIED AUTO STORES INC	02/14/20	224.87	PARTS
120293	14	ALPINE AWARDS	02/14/20	2,033.12	TSHIRTS AND UNIFORMS
120294	11294	AMERICAN TECHNOLOGIES, INC	02/14/20	367.50	LAB TEST
120295	348	AT&T	02/14/20	176.14	CIRCUITS, WHITE PAGES
120296	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	02/14/20	662.00	BATTERIES
120297	11717	GVP VENTURES INC. DBA BOB MURRAY & ASSOC	02/14/20	12,968.97	EXECUTIVE RECRUITMENT
120298	11679	LUZ BORJA	02/14/20	540.00	EXPENSE REIMBURSEMENT
120299	11794	STACY BURTON	02/14/20	37.41	EXPENSE REIMBURSEMENT
120300	11801	BUTTERFLY PROPERTY, LP	02/14/20	1,860.00	PARKING LICENSE AGREEMENT
120301	161	CAPE ACCOUNTING	02/14/20	350.00	CAPE CONFERENCE
120302	10825	CHEVROLET OF FREMONT	02/14/20	332.36	PARTS
120303	11805	CLARITAS, LLC.	02/14/20	500.00	MARKET RESEARCH
120304	10060	COMCAST	02/14/20	223.79	CABLE
120305	11544	COTTON, SHIRES AND ASSOCIATES, INC.	02/14/20	1,530.00	GEOTECH CONSULTING SERVICES
120306	160	THE CALIFORNIA PEACE OFFICERS' ASSOCIATI	02/14/20	126.00	PATROL POST TRAINING
120307	10649	REALTY BUILDERS INC ATTN: JUDY	02/14/20	363.00	BUILDING PERMIT REFUND #SFD2018-0172 Rei
120308	10649	PRO ROOTER INC.	02/14/20	1,000.00	PERFORMANCE BOND RTN EP# 2018-0077
120309	10649	TRENCH PLATE RENTAL ATTN: JESSICA CAMPBE	02/14/20	1,000.00	PERFORMANCE BOND RTN EP# 2019-0126 Reins
120310	10793	BERTHA A BUENROSTRO	02/14/20	300.00	RENTAL DEPOSIT REFUND Reinstated from cl
120311	10793	PRIMA HOA ASSOCIATION	02/14/20	62.50	RENTAL DEPOSIT REFUND
120312	10793	CATHERINE WIND	02/14/20	112.00	EVENT REFUND
120313	7183	DEMARAY'S GYMNASTICS ACADEMY	02/14/20	504.00	RECREATION CONTRACT
120314	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	02/14/20	2,500.61	SHARED COSTS FOR TRAFFIC SIGNALS AT 84/N
120315	904	EMPLOYMENT DEVELOPMENT DEPT.	02/14/20	5,375.00	UNEMPLOYMENT INSURANCE
120316	5106	CITY OF FREMONT REVENUE DIVISION	02/14/20	1,250.00	FY CASE MANAGEMENT SERVICES
120317	11112	FREMONT CHRYSLER DODGE JEEP RAM	02/14/20	79.96	PARTS
120318	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: T	02/14/20	1,445.66	FORD PARTS
120319	11465	FRONTIER PACIFIC	02/14/20	4,300.00	DOOR/GATE MAINTENANCE
120320	11571	GEOCON CONSULTANTS, INC.	02/14/20	15,271.75	GEOTECHNICAL SERVICES FOR CIVIC CENTER P
120321	11361	GEORGE EMMETT	02/14/20	182.87	EXPENSE RIEMBURSEMENT
120322	4321	GOLDEN STATE WARRIORS	02/14/20	3,232.00	UNIFORMS & COACH SHIRTS
120323	1591	PHILIP H HOLLAND	02/14/20	200.00	RESERVE UNIF ALLOWANCE
120324	7593	BRUCE HOWCROFT	02/14/20	200.00	RESERVE UNIF ALLOWANCE
120325	11795	HURST/HARRIGAN ASSOCIATES	02/14/20	19,765.00	NEWPARK MALL CONSULTANT SERVICES
120326	7841	INTERNATIONAL CODE COUNCIL INC ATTN: MEM	02/14/20	135.00	2019 CODE BOOKS
120327	2540	DEOL OIL JARVIS SHELL	02/14/20	2,211.89	FUEL
120328	11681	KBA DOCUMENT SOLUTIONS, LLC.	02/14/20	408.50	COPIER LEASE AGREEMENT
120329	76	LN CURTIS & SONS	02/14/20	307.30	ROPES FOR FIRE DEPARTMENT
120330	190	LC ACTION POLICE SUPPLY LTD	02/14/20	2,025.40	SWAT SAFETY SUPPLIES
120331	11246	LOOMIS ARMORED	02/14/20	518.02	ARMORED CAR SERVICE

Final Disbursement List. Check Date 02/14/20, Due Date 02/24/20, Discount Date 02/24/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120332	3005	JEFFREY MAPES	02/14/20	75.69	EXPENSE REIMBURSEMENT
120333	11798	MISSION CRITICAL PARTNERS, LLC.	02/14/20	4,939.30	PSAP CONSULTANT FOR NEW CIVIC CENTER
120334	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	02/14/20	1,603.97	MME SUPPLIES
120335	11698	KRISTIN TRAN	02/14/20	81.00	RECREATION CONTRACT
120336	11455	NATIONAL DATA & SURVEYING SERVICES	02/14/20	300.00	CIP #1160 TRAFFIC CALMING - TRAFFIC COUN
120337	1350	OAKLAND POLICE DEPARTMENT	02/14/20	50.00	PATROL POST TRAINING
120338	349	PACIFIC GAS & ELECTRIC	02/14/20	40,950.34	ELECTRICITY COSTS FOR STREETLIGHTS/TRAFF
120339	11479	DAWN PAIGE	02/14/20	540.00	EXPENSE REIMBURSEMENT
120340	11062	PCD	02/14/20	5,576.00	1 YEAR SUPPORT FOR LEIGHTRONIX STREAMING
120341	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	02/14/20	384.00	PEST CONTROL
120342	11789	KAILEY PETERSON	02/14/20	246.10	EXPENSE REIMBURSEMENT
120343	10729	PETTY CASH CUSTODIAN-RECREATION JESSICA	02/14/20	642.00	PETTY CASH REPLENISHMENT V#1075-1089
120344	11591	PORTER RENTS, LLC.	02/14/20	868.53	UB SCISSOR LIFT FOR NEWARK DAYS
120345	1282	EDDA RIVERA	02/14/20	26.76	EXPENSE REIMBURSEMENT
120346	9828	JOSE RODRIGUEZ	02/14/20	199.34	EXPENSE REIMBURSEMENT
120347	11675	S&L BREWER ENTERPRISES, INC. DBA LAW DOG	02/14/20	250.00	K9 TRAINING/SUPPLIES
120348	112	WILLE ELECTRICAL SUPPLY CO INC	02/14/20	219.26	LIGHTS
120349	11827	KHYLER SIMS	02/14/20	100.00	PAYCHECK CORRECTION DUE TO ACCOUNT CLOSU
120350	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	02/14/20	1,921.51	CIP #1208 DOG PARK ELECTRICAL WORK
120351	11706	SNG & ASSOCIATES, INC.	02/14/20	5,310.00	ENGINEERING PLAN CHECK AND CONSULTANT SE
120352	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	02/14/20	250.00	PAYROLL DEDUCTION - GARNISHMENT
120353	11744	SYSCO - SAN FRANCISCO	02/14/20	624.36	CAFE AND BIRTHDAY FOOD ITEMS
120354	11823	TACTICAL FIREARMS TRAINING INSTITUTE INC	02/14/20	625.00	PATROL POST TRAINING
120355	5463	MARY TEIXEIRA	02/14/20	9.20	EXPENSE REIMBURSEMENT
120356	1765	TEMPERATURE TECHNOLOGY INC.	02/14/20	1,496.86	REPAIRS
120357	10950	THIRD DEGREE COMMUNICATIONS, INC	02/14/20	525.00	PATROL POST TRAINING
120358	11776	TYLER TECHNOLOGIES, INC.	02/14/20	9,420.67	ERP IMPLEMENTATION
120359	6797	US BANK CORPORATE PAYMENT	02/14/20	14,930.96	CC PAYMENT 01/22/20
120360	11708	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	02/14/20	31,700.00	JANATORIAL SERVICES
120361	5623	VERIZON BUSINESS SERVICES	02/14/20	618.98	CELL SVC FOR MDTs
120362	5050	WEST COAST ARBORISTS INC	02/14/20	58,110.00	TREE WORK AT LAKESHORE PARK
120363	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	02/14/20	5,250.56	WORKERS COMPENSATION CLAIMS
Total				289,867.36	

Final Disbursement List. Check Date 02/20/20, Due Date 03/02/20, Discount Date 03/02/20. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120364	11539	ACCESS INFORMATION HOLDINGS, LLC.	02/20/20	90.00	SHREDDING SVC
120365	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	02/20/20	424.20	BACKGROUND CHECKS
120366	11094	ACME AUTO LEASING, LLC	02/20/20	1,909.44	ARMORED VEH LEASE
120367	1774	AIRGAS USA, LLC	02/20/20	66.49	RENTAL TANKS AND EQUIPMENT
120368	218	ALAMEDA CO LIBRARY ATTN: FINANCIAL SERVI	02/20/20	28,940.00	CITY/COUNTY AGREEMENT - ADDT'L LIBRARY S
120369	287	TREASURER OF ALAMEDA COUNTY GREGORY J AH	02/20/20	2,753.00	CRIME LAB FEES
120370	284	ALAMEDA CO. ITD/REGISTRAR OF VOTERS	02/20/20	3,125.00	RADIO REPAIR/MAINT
120371	10691	APPLIED CONCEPTS INC	02/20/20	5,777.73	OTS GRANT SUPPLIES
120372	10808	B.T. MANCINI CO., INC	02/20/20	2,852.00	OP WALL REPAIR
120373	9680	BAY CENTRAL PRINTING	02/20/20	63.78	BUSINESS CARDS FOR MICHAEL CARMEN
120374	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	02/20/20	546.00	SPORTS OFFICIATING
120375	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	02/20/20	450.00	VET SVCS
120376	23	FRANK BONETTI PLUMBING INC	02/20/20	1,721.75	PLUMBING REPAIRS
120377	11083	BURKE, WILLIAMS & SORESENSEN, LLP	02/20/20	3,385.50	LITIGATION & LEGAL CONSULTING SRVCS
120378	1513	BURTON'S FIRE INC	02/20/20	29.91	SUPPLIES
120379	882	CLEAR INC CADY RICHARDS, TREASURER OF N	02/20/20	120.00	CLEAR MEMBERSHIPS
120380	11541	CEL CONSULTING, INC.	02/20/20	648.55	SPECIAL INSPECTION SERVICES FOR CIVIC CE
120381	11563	CENTRAL VALLEY TOXICOLOGY, INC.	02/20/20	707.00	LAB TESTS
120382	4847	CNOA ATTN: JOHN MCCOY	02/20/20	180.00	PATROL NON-POST TRAINING
120383	11544	COTTON, SHIRES AND ASSOCIATES, INC.	02/20/20	6,005.00	GEOTECHNICAL PEER REVIEWS AS NEEDED
120384	10650	DOMESTIC CONSTRUCTION	02/20/20	10,159.78	BUSINESS LICENSE FEE OVERPAYMENT REFUND
120385	10649	DONE RIGHT HOME REMODELING INC	02/20/20	1,170.88	BUILDING PERMIT# SFD2019-0536 REFUND
120386	10793	PRASANTHI DARBHA	02/20/20	100.00	RENTAL DEPOSIT REFUND
120387	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	02/20/20	128.00	FINGERPRINTING FEES
120388	310	EQUIFAX INFORMATION SVCS LLC	02/20/20	50.43	CREDIT BUREAU REPORTS
120389	8858	EVIDENT INC	02/20/20	148.99	CERT SUPPLIES
120390	234	FREMONT ALARM C/O JOE TRIMBLE	02/20/20	4,675.00	ALARM MONITORING
120391	313	FREMONT URGENT CARE CENTER	02/20/20	52.00	PRE-EMPLOYMENT DOT PHYSICALS
120392	6901	SOUTHERN CALIFORNIA INTERGOVERNMENTAL TR	02/20/20	950.00	INVESTIGATIONS POST TRAINING
120393	7563	HILLYARD / SAN FRANCISCO	02/20/20	1,712.03	SUPPLIES
120394	11817	HOLIDAYGOO, INC. HOLIDAYGOO	02/20/20	1,224.97	FAMILY DAY AT THE PARK EASTER EGGS
120395	10663	HOSE & FITTING ETC	02/20/20	45.89	PARTS AND SUPPLIES
120396	11490	LORENZO HOULE	02/20/20	757.54	EDUCATIONAL REIMBURSEMENT FOR LORENZO HO
120397	1762	INTERNATIONAL ASSOCIATION OF CHIEFS OF P	02/20/20	190.00	IACP MEMBERSHIP 2020 MACIAS
120398	865	JOINT VENTURE SILICON VALLEY	02/20/20	1,750.00	2020 STATE OF THE VALLEY CONFERENCE
120399	11494	KANEN TOURS, INC.	02/20/20	1,596.00	SANTA CLARA CRIME LAB TRIP - 02/11/20
120400	11681	KBA DOCUMENT SOLUTIONS, LLC.	02/20/20	2,958.31	COPIER LEASE AGREEMENT
120401	7566	KING KUSTOM KOVERS INC	02/20/20	610.11	CUSHION REPAIRS
120402	10943	KRONOS INC	02/20/20	2,988.27	TELESTAFF ACCESS
120403	293	LANGUAGE LINE SERVICES INC	02/20/20	364.95	INTERPRETATION SVC
120404	1163	LEAGUE OF CALIFORNIA CITIES	02/20/20	15,997.00	MEMBERSHIP DUES
120405	711	MATTHEW BENDER & CO., INC.	02/20/20	659.00	BOOKS/PUBLICATIONS
120406	11673	MAILFINANCE DEPT 3682	02/20/20	415.11	MAILING MACHINE LEASE AGREEMENT & SUPPLI
120407	349	PACIFIC GAS & ELECTRIC	02/20/20	57,047.62	CITY GAS AND ELECTRICITY
120408	4346	QUALITY SIGN & BANNER	02/20/20	203.79	SIGN AND BANNERS
120409	9129	THE RADAR SHOP INC	02/20/20	1,017.00	RADAR GUN MAINTENANCE
120410	9811	REDFLEX TRAFFIC SYSTEMS	02/20/20	18,800.00	REDLIGHT CAMERA MONITORING
120411	10116	SAFETY COMPLIANCE MANAGEMENT	02/20/20	1,795.00	HAZWOPER REFRESHER TRAINING
120412	11832	MIGUEL SANCHEZ	02/20/20	350.00	EXPENSE REIMBURSEMENT
120413	377	SIMON & COMPANY INC	02/20/20	1,720.00	LEGISLATIVE SERVICES
120414	11142	SUN RIDGE SYSTEMS INC	02/20/20	60,193.00	CAD MAINT AGREEMENT 19/20

Final Disbursement List. Check Date 02/20/20, Due Date 03/02/20, Discount Date 03/02/20. Computer Checks.

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120415	9476	YSERCO INC	02/20/20	1,088.75	SILLIMAN CONTRACTUAL SERVICES
120416	11642	TIAA COMMERCIAL FINANCE, INC.	02/20/20	432.92	COPIER LEASE AGREEMENT
120417	11826	TIDES CENTER	02/20/20	4,000.00	3-DAY ABRIENDO PUERTAS/OPENING DOORS
120418	4343	TOYOTA MATERIAL HANDLING INC	02/20/20	234.48	PROPANE TANK
120419	11720	MICHELLE VILLANUEVA	02/20/20	909.27	EXPENSE REIMBURSEMENT
120420	7308	THE GOODYEAR TIRE & RUBBER COMPANY	02/20/20	1,212.29	TIRE PURCHASE
120421	11693	WEX BANK	02/20/20	955.26	CHEVRON GAS CARDS
Total				258,458.99	

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nal Disbursement List. Check Date 02/25/20, Due Date 02/28/20, Discount Date 02/28/20. Computer Checks.

nk 1001 US BANK

MICR check#	Vendor Number	Payee	Check Date	Check Amount	Description
0422	11831	ARTEAGA'S RETAIL GROUP, INC. ARTEAGA'S F	02/25/20	1,978.95	SERVICE AWARD LUNCHEON ARTEAGAS FOOD CEN
0423	11830	OSCAR LOPES	02/25/20	300.00	SERVICE AWARD LUNCHEON CHURROS CART
		Total		2,278.95	

Final Disbursement List. Check Date 02/28/20, Due Date 03/09/20, Discount Date 03/09/20. Computer Checks.  
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120424	332	ADAMSON POLICE PRODUCTS	02/28/20	875.70	MISC PURCHASES
120425	886	ALAMEDA COUNTY MAYORS CONFERENCE CITY OF	02/28/20	3,405.00	MEMBERSHIP DUES
120426	344	ALAMEDA COUNTY WATER DISTRICT	02/28/20	1,706.17	CITY WATER USE
120427	5821	ALL CITY MANAGEMENT SERVICES, INC.	02/28/20	3,591.41	CROSSING GUARD SVCS
120428	348	AT&T	02/28/20	113.95	CIRCUITS, WHITE PAGES
120429	11433	AUTOWISE	02/28/20	136.95	FLEET SERVICES
120430	4534	BAY AREA BARRICADE SERVICE INC	02/28/20	2,100.28	MISC. SIGNS AND HARDWARE
120431	9680	BAY CENTRAL PRINTING	02/28/20	63.78	BUSINESS CARD IMPRINTING
120432	11833	CITY OF BELLINGHAM BELLINGHAM POLICE DEP	02/28/20	395.00	PATROL POST TRAINING
120433	11366	BLAIR SLAVAZZA	02/28/20	583.61	EXPENSE REIMBURSEMENT
120434	11712	CALIBRE PRESS	02/28/20	199.00	PATROL NON POST TRAINING
120435	10825	CHEVROLET OF FREMONT	02/28/20	424.91	PARTS
120436	7633	CONTRA COSTA COUNTY SHERIFF'S OFFICE LAW	02/28/20	235.00	PATROL POST TRAINING
120437	11834	NICOLE COOPER	02/28/20	90,000.00	SETTLEMENT AGREEMENT - CASE NO. A154739
120438	10793	JOHN MALASPINA	02/28/20	300.00	RENTAL DEPOSIT REFUND
120439	10793	SMITHA THANDRA	02/28/20	710.00	RENTAL DEPOSIT REFUND
120440	10793	JOHNY C MACHANICKAL	02/28/20	172.50	RENTAL DEPOSIT REFUND
120441	10794	DUKE DE LEON	02/28/20	300.00	VIDEO SERVICES
120442	5331	DESILVA GATES CONSTRUCTION	02/28/20	46,740.00	CIP #1245 AC OVERLAY PROJECT
120443	1352	DRIVERS LICENSE GUIDE COMPANY	02/28/20	68.97	BOOKS & PUBLICATIONS
120444	11404	ALHAMBRA	02/28/20	926.09	WATER SERVICE
120445	11112	FREMONT CHRYSLER DODGE JEEP RAM	02/28/20	2,796.17	VEHICLE REPAIRS
120446	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: T	02/28/20	235.92	FORD PARTS
120447	11820	GENESIS LIGHTING CONTROL LTD	02/28/20	838.10	PHOTO CELLS
120448	11361	GEORGE EMMETT	02/28/20	104.22	EXPENSE REIMBURSEMENT
120449	11508	BRANDON GORDON	02/28/20	350.00	EXPENSE REIMBURSEMENT
120450	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	02/28/20	1,734.95	SUPPLIES
120451	11502	JOSEPH HUNTER	02/28/20	1,056.85	EXPENSE REIMBURSEMENT
120452	11681	KBA DOCUMENT SOLUTIONS, LLC.	02/28/20	446.30	COPIER LEASE AGREEMENT
120453	10486	SHAKATI KHALSA	02/28/20	200.00	RECREATION CONTRACT
120454	5069	KIDZ LOVE SOCCER	02/28/20	3,498.00	RECREATION CONTRACT
120455	7964	KNORR SYSTEMS, INC. ACCOUNTS RECEIVABLE	02/28/20	4,447.21	LATERAL INSTALLATION
120456	76	LN CURTIS & SONS	02/28/20	397.56	ROPES FOR FIRE DEPARTMENT
120457	11082	STEVEN LOSIER	02/28/20	1,074.48	EXPENSE REIMBURSEMENT
120458	80	LYNN PEAVEY COMPANY	02/28/20	116.82	EVIDENCE SUPPLIES
120459	8218	JOLIE MACIAS	02/28/20	1,001.67	EXPENSE REIMBURSEMENT
120460	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	02/28/20	384.40	EMPLOYEE ASSISTANCE PROGRAM
120461	11736	MANAGEMENT PARTNERS INC.	02/28/20	5,165.54	MANAGEMENT SERVICES
120462	9029	MEYERS NAVE RIBACK SILVER & WILSON	02/28/20	2,676.00	LEGAL CONSULTING SRVCS
120463	11217	ANDREW MUSANTRY	02/28/20	338.96	EXPENSE REIMBURSEMENT
120464	10750	NATIONAL AQUATICS SERVICES	02/28/20	3,110.00	POOL MTC.
120465	11455	NATIONAL DATA & SURVEYING SERVICES	02/28/20	900.00	CIP #1160 TRAFFIC CALMING - TRAFFIC COUN
120466	10865	NEW IMAGE LANDSCAPE	02/28/20	14,279.89	PROJECT 1186C PARK AND LANDSCAPE SERVICE
120467	4139	QUDSIA TAYYAB / TAYYAB ALIM PACIFIC CAR	02/28/20	259.35	PATROL VEHICLE CLEANING
120468	11479	DAWN PAIGE	02/28/20	334.01	EXPENSE REIMBURSEMENT
120469	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	02/28/20	449.00	PEST CONTROL
120470	11789	KAILEY PETERSON	02/28/20	196.88	EXPENSE REIMBURSEMENT
120471	11640	PLAN JPA C/O YORK	02/28/20	4,604.93	DEDUCTIBLE COSTS
120472	11573	REYES COCA-COLA BOTTLING LLC.	02/28/20	1,057.93	CAFE BEVERAGE SERVICE
120473	11635	RHOADES PLANNING GROUP, INC.	02/28/20	13,192.40	OLD TOWN SP
120474	11816	JORDAN RICHTER ENTER SKATEBOARDING	02/28/20	252.50	RECREATION CONTRACT

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120475	9870	KATHLEEN RUSHING	02/28/20	250.00	CHILDCARE ENTERTAINMENT 3/30/20
120476	7996	SANTA ROSA JUNIOR COLLEGE ATTN: ACCOUNTI	02/28/20	199.00	PATROL POST TRAINING
120477	40	STAPLES	02/28/20	1,504.34	OFFICE SUPPLIES
120478	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	02/28/20	250.00	PAYROLL DEDUCTION - GARNISHMENT
120479	11175	SUPPORT WAREHOUSE LTD	02/28/20	963.61	6 MO. EXTENDED WARRANTY FOR EXCHANGE, NW
120480	11829	MARCELL PATTERSON SWORN K9 SERVICES	02/28/20	8,500.00	K9 REPLACEMENT APPR# 2018-16
120481	10950	THIRD DEGREE COMMUNICATIONS, INC	02/28/20	375.00	INVESTIGATIONS POST TRAINING
120482	11758	U.S. BANK NATIONAL ASSOCIATION TFM ESCRO	02/28/20	125,340.45	RETENTION PAYMENT - ACCT#260108010
120483	10968	UTILITY TELEPHONE	02/28/20	18,267.85	UTILITY TELEPHONE YEARLY VOIP/WAN SERVIC
120484	5623	VERIZON WIRELESS	02/28/20	456.12	CELL SERVICES FOR IPADS
120485	11610	WASHINGTON URGENT CARE	02/28/20	20.00	TB TESTS
120486	11718	WEBCOR CONSTRUCTION, LP	02/28/20	2,381,468.47	DESIGN BUILD SERVICES FOR NEWARK CIVIC C
120487	5050	WEST COAST ARBORISTS INC	02/28/20	33,955.00	PROJECT 1248 STREET TREE WORK
120488	11523	KEN WOOD	02/28/20	285.47	EXPENSE REIMBURSEMENT
120489	11466	YORK	02/28/20	3,182.25	WORKERS COMPENSATION ADMINISTRATION FEES
Total				2,793,565.92	