



CITY OF NEWARK

CITY COUNCIL

City Administration Building, City Council Chambers

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

AGENDA

Thursday, September 10, 2020

7:00 P.M.

THIS IS A MEETING BY VIRTUAL TELECONFERENCE ONLY.

THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN.

REFER TO THE END OF THE AGENDA TO REVIEW OPTIONS FOR PARTICIPATING IN THE MEETING REMOTELY OR TO SUBMIT PUBLIC COMMENTS VIA EMAIL.

A. ROLL CALL

B. PRESENTATIONS

B.1 Proclaiming September 19-20, 2020, as Virtual Newark Days. (PROCLAMATION)

C. PUBLIC COMMENT

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

D. CONSENT CALENDAR

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

D.1 Approval of Register of Audited Demands.

D.2 Approval of Minutes – July 23, 2020.

- D.3 Acceptance of work with MCK Services, Inc. for the Thornton Avenue Pavement Rehabilitation, Federal Project No. RSTPL-532-17(16), City Project 1189 – from Senior Civil Engineer Tran. (RESOLUTION)**
- D.4 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8462 – Pomegranate (D.R. Horton Bay, Inc.), a 21-lot residential subdivision at 6179 Robertson Avenue – from Senior Civil Engineer Cangco. (RESOLUTION)**
- D.5 Report on administrative actions during August recess – from City Manager Benoun. (MOTION)**
- D.6 Authorizing the City Manager to execute a Side Letter between the City of Newark and the Newark Police Association (NPA) to clarify and expand provisions related to acting pay – from City Manager Benoun, Assistant City Manager Hovorka and Interim City Attorney Kokotaylo. (RESOLUTION)**
- D.7 Authorization for the City Manager to negotiate and enter into an agreement with Watson Consoles in the not-to-exceed amount of \$64,000 for the procurement and installation of three emergency communications console/dispatch workstations in the new Police Department building for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)**
- D.8 Authorization for the City Manager to negotiate and enter into an agreement with Systems & Space, Inc. in the amount of \$335,000 for the procurement and installation of high density storage and other ancillary storage solutions in the new City Hall and Police Department buildings for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)**
- D.9 Authorization for the City Manager to negotiate and enter into an agreement with KBM-Hogue in the not-to-exceed amount of \$998,000 for the procurement and installation of general office furniture and Council Chambers seating in the new City Hall and Police Department buildings for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)**
- D.10 Introduction of an ordinance adding Chapter 15.55 to Title 15 of the Newark Municipal Code setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 (AB1236) and introduction of an ordinance amending Chapter 15.09 (California Residential Code) and Chapter 15.21 (California Existing Building Code) of Title 15 of the Newark**

Municipal Code and scheduling a public hearing – from Interim City Attorney Kokotaylo and Public Works Director Fajeau. (ORDINANCES-2)

- D.11 Authorization to accept the Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) grants through the State of California Office of Traffic Safety (OTS) and amend the 2020-2022 Biennial Budget – from Chief of Police Anderson. (RESOLUTION)**

E. PUBLIC HEARINGS

F. OTHER BUSINESS

G. CITY COUNCIL MATTERS

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

H. CLOSED SESSION

I. ADJOURNMENT

IMPORTANT NOTICE REGARDING CITY COUNCIL MEETING

Due to the COVID-19 pandemic, the City of Newark made changes related to City Council meetings to protect the public's health and prevent the disease from spreading locally. As a result of the COVID-19 public health emergency, including the Alameda County Health Officer and Governor's directives for everyone to shelter in place, **the City Council Chambers will be closed to the public.** Members of the public should attempt to observe and address the Council using the below technological processes.

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may only view the meeting on television and/or online.

Mayor Nagy, Vice Mayor Freitas, and Council Members Collazo, Hannon, and Bucci will be attending this meeting via teleconference. Teleconference locations are not open to the public. All votes conducted during the teleconferencing session will be conducted by roll call vote.

How to view the meeting remotely:

Live television broadcast - Comcast Channel 26

Livestream online at- <https://www.newark.org/departments/city-manager-s-office/agendas-minutes/live-streaming-meetings>

Zoom Webinar via the internet – see below for details

How to participate in the meeting remotely, via Zoom.us:

Provide live remote public comments, when called upon by the City Clerk:

From a PC, Mac, iPad, iPhone or Android device: <https://zoom.us/j/97712804757>

From a telephone dial 1 669 900 9128, Webinar ID 995 1126 0273.

Submission of Public Comments:

Public comments received by 4:00 p.m. on the Council meeting date will be provided to the City Council and considered before Council action. Comments may be submitted by email to City.clerk@newark.org. Comments may also be submitted via e-mail to city.clerk@newark.org at any time prior to closure of the public comment portion of the item(s) under consideration.

Reading of Public Comments: The City Clerk will read aloud email comments received during the meeting that include the subject line “FOR THE RECORD” as well as the item number for comment, provided that the reading shall not exceed five (5) minutes, or such other time as the Council may provide, consistent with the time limit for speakers at a Council meeting and consistent with all applicable laws. Matters brought before the Council that require Council 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 Mayor. 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 Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

Council Meeting Access/Materials:

The agenda packet is available for review at <https://www.newark.org/departments/city-manager-s-office/agendas-minutes>. The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

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

B.1 Proclaiming September 19-20, 2020, as Virtual Newark Days. (PROCLAMATION)

Background/Discussion – Newark Days, celebrating Newark’s 65th birthday, will be held September 19-20, 2020. Due to the COVID-19 pandemic, this year’s in-person traditions have been cancelled; however, thanks to the efforts of the Newark Days Committee, Newark Days will be celebrated online. A proclamation has been prepared and will be presented at the City Council meeting.



City of Newark

MEMO

DATE: August 31, 2020
TO: City Council
FROM: Sheila Harrington, City Clerk
SUBJECT: Approval of Audited Demands for the City Council Meeting of September 10, 2020.

REGISTER OF AUDITED DEMANDS


US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
July 17, 2020	Page 1-3	1035 to 1066	Inclusive
July 20, 2020	Page 11	1067	Inclusive
July 23, 2020	Page 1-7	1068 to 1139	Inclusive
July 27, 2020	Page 1	1140	Inclusive
July 30, 2020	Page 1-3	1141 to 1160	Inclusive
August 6, 2020	Page 1-4	1161 to 1201	Inclusive
August 13, 2020	Page 1-7	1202 to 1277	Inclusive
August 19, 2020	Page 1-5	1278 to 1317	Inclusive
August 27, 2020	Page 1-5	1318 to 1356	Inclusive
August 27, 2020	Page 1	1357 to 1359	Inclusive



City of Newark

MEMO

DATE: August 31, 2020
TO: Sheila Harrington, City Clerk
FROM: Krysten Lee, Finance Director 
SUBJECT: Approval of Audited Demands for the City Council Meeting of September 10, 2020.

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

LIVE Newark CA LIVE
Payment Batch Register
Bank Account: AP - ZBA ACCOUNTS PAYABLE
Batch Date: 07/17/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	07/17/2020	1035 Accounts Payable	BAY AREA BARRICADE SERVICE INC		2,227.93
	Invoice	Date	Description		Amount
	0012949	06/18/2020	STREET SIGNS PO#73124		2,227.93
Check	07/17/2020	1036 Accounts Payable	BUTTERFLY PROPERTY, LP		1,800.00
	Invoice	Date	Description		Amount
	P8	07/06/2020	PO# 72807 - PARKING LICENSE		1,800.00
Check	07/17/2020	1037 Accounts Payable	CEL CONSULTING, INC.		7,616.92
	Invoice	Date	Description		Amount
	175880	07/06/2020	PO# 72653 - CIVIC CENTER SPECIAL INSPECTIONS		7,616.92
Check	07/17/2020	1038 Accounts Payable	CENTRAL TOWING & TRANSPORT LLC		50.00
	Invoice	Date	Description		Amount
	7596923-1	06/30/2020	TOWING PO# 72489		50.00
Check	07/17/2020	1039 Accounts Payable	COMCAST		26.74
	Invoice	Date	Description		Amount
	2020-06-23	06/23/2020	SERVICE YARD CABLE PO# 72380		26.74
Check	07/17/2020	1040 Accounts Payable	COTTON, SHIRES AND ASSOCIATES, INC.		1,530.00
	Invoice	Date	Description		Amount
	26445	02/11/2020	PO#72960 - GEOTECHNICAL PEER REVIEW		1,530.00
Check	07/17/2020	1041 Accounts Payable	E POLY STAR, INC.		3,889.54
	Invoice	Date	Description		Amount
	224046	06/22/2020	PARKS SUPPLIES PO#73134		3,889.54
Check	07/17/2020	1042 Accounts Payable	EAST BAY LAWN MOWER		6,218.59
	Invoice	Date	Description		Amount
	35650	06/30/2020	PARK SUPPLIES AND EQUIP PO# 72510		6,218.59
Check	07/17/2020	1043 Accounts Payable	GEORGE EMMETT		245.78
	Invoice	Date	Description		Amount
	070220EXP	07/07/2020	BOOT REIMBURSEMENT		245.78
Check	07/17/2020	1044 Accounts Payable	FIRST BAPTIST CHURCH		80.00
	Invoice	Date	Description		Amount

Check	Invoice	Date	Description	Amount
	PR063020	06/30/2020	DONATION - 06/20	80.00
Check	07/17/2020	1045 Accounts Payable	GEOCON CONSULTANTS, INC.	6,378.60
	Invoice	Date	Description	Amount
	22003776	07/06/2020	PO# 72652 - CIVIC CENTER GEOTECHNICAL SERVICES	6,108.00
	22004774	07/06/2020	PO#72652 - CIVIC CENTER GEOTECHNICAL SERVICES	270.60
Check	07/17/2020	1046 Accounts Payable	NAPA AUTO PARTS	1,759.04
	Invoice	Date	Description	Amount
	2020-06-29	06/29/2020	FLEET SUPPLIES PO# 73068	1,759.04
Check	07/17/2020	1047 Accounts Payable	LOOMIS	228.32
	Invoice	Date	Description	Amount
	12650908	07/16/2020	ARMORED CAR SERVICE - 06/20 PO# 72205	228.32
Check	07/17/2020	1048 Accounts Payable	JESUS MERO	236.45
	Invoice	Date	Description	Amount
	JMERO 2020-06-22	07/08/2020	BOOT REIMBURSEMENT	236.45
Check	07/17/2020	1049 Accounts Payable	MUNICIPAL CODE CORPORATION	450.00
	Invoice	Date	Description	Amount
	00343718	06/03/2020	ADMINISTRATIVE SUPPORT FEE 6/1/2020 TO 5/31/2021	450.00
Check	07/17/2020	1050 Accounts Payable	JAMES MURRAY	294.95
	Invoice	Date	Description	Amount
	JMURR 2020-06-29	07/08/2020	BOOT REIMBURSEMENT	294.95
Check	07/17/2020	1051 Accounts Payable	NATIONAL DATA & SURVEYING SERVICES,	135.00
	Invoice	Date	Description	Amount
	20-8108	07/06/2020	PO#72738 - TRAFFIC CALMING AND TRAFFIC COUNTS	135.00
Check	07/17/2020	1052 Accounts Payable	PACIFIC GAS & ELECTRIC	59,649.80
	Invoice	Date	Description	Amount
	2020-06-11	06/11/2020	STATEMENT 2020-06-11 PO# 72413	53,798.24
	1859 - 070120	07/01/2020	PO#72419 - ELECTRICITY FOR STREETLIGHTS	5,195.80
	3926 - 070120	07/01/2020	PO# 72419 - ELECTRICITY CHARGES FOR STREETLIGHTS	341.25
	0870 - 070120	07/01/2020	PO# 72419 - ELECTRICITY CHARGES FOR STREETLIGHTS	253.36
	0552 - 062820	06/28/2020	PO# 72419 - ELECTRICITY CHARGES FOR STREETLIGHTS	61.15
Check	07/17/2020	1053 Accounts Payable	PERFORMANCE PEST MANAGEMENT	554.00
	Invoice	Date	Description	Amount
	51014	06/12/2020	PEST CONTROL PO# 72813	270.00
	51009	06/30/2020	PEST CONTROL PO#72173	142.00
	51008	06/12/2020	PEST CONTROL PO#72173	142.00
Check	07/17/2020	1054 Accounts Payable	SAFEWAY SIGN COMPANY	3,900.02
	Invoice	Date	Description	Amount
	50225	06/26/2020	STREET SIGNS PO# 72683	3,900.02
Check	07/17/2020	1055 Accounts Payable	SILVER & WRIGHT LLP	7,365.01
	Invoice	Date	Description	Amount
	26672	06/01/2020	Legal Consulting PO# 73054	7,365.01

Check	Invoice	Date	Description	Amount
Check	07/17/2020	1056 Accounts Payable	STATE OF CALIFORNIA	250.00
	PR071520-8625	07/16/2020	PAYROLL DEDUCTION - GARNISHMENT	250.00
Check	07/17/2020	1057 Accounts Payable	TARGET SPECIALTY PRODUCTS	2,136.90
	INVP500168543	06/25/2020	PESTICIDE SUPPLIES PO#72116	2,136.90
Check	07/17/2020	1058 Accounts Payable	TIREHUB, LLC	2,333.87
	14460217	06/24/2020	HARLEY TIRES PO#73067	2,333.87
Check	07/17/2020	1059 Accounts Payable	UNITED STATES POSTMASTER	12,000.00
	2021BULK	07/16/2020	DEPOSIT INTO BULK MAIL ACCOUNT FOR FY 2021	12,000.00
Check	07/17/2020	1060 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	21,471.22
	2020-0601	06/30/2020	JANITORIAL SERVICES PO#73127	19,310.00
	478445	06/30/2020	ADD. CLEANING SVC CTR-CV19 PO# 73127	466.56
	478446	06/30/2020	ADD. CLEANING PD-CV19 PO#73127	1,694.66
Check	07/17/2020	1061 Accounts Payable	U.S. BANK NATIONAL ASSOCIATION	270,813.39
	10860.000015	07/06/2020	WEBCOR RETENTION JUNE 2020 ACCT# 260108010	270,813.39
Check	07/17/2020	1062 Accounts Payable	VANIR CONSTRUCTION MANAGEMENT, INC.	54,164.00
	168046	07/06/2020	PO# 72970 - CONSTRUCTION MANAGEMENT	54,164.00
Check	07/17/2020	1063 Accounts Payable	WEBCOR CONSTRUCTION, LP	5,145,454.54
	10860.000015	07/06/2020	PO# 71990 - CIVIC CENTER CONSTRUCTION, PROJECT 1188	5,145,454.54
Check	07/17/2020	1064 Accounts Payable	FREMONT , SEBASTIEN	173.00
	613625	07/08/2020	THEATER FACTORY CAMP CANCELLED DUE TO LOW ENROLLMENT	173.00
Check	07/17/2020	1065 Accounts Payable	JAUREGUI , ANDREA	178.49
	613553	07/01/2020	REFUND DUE TO COVID CLOSURE	178.49
Check	07/17/2020	1066 Accounts Payable	SANSONIK , MARYNA	59.50
	613639	07/13/2020	REQUESTING REFUND DUE TO SIP	59.50

AP ZBA ACCOUNTS PAYABLE Totals:

Transactions: 32

\$5,613,671.60

Checks: 32 \$5,613,671.60

LIVE Newark CA LIVE
Void Payment - Reissue Check Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/20/2020

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE							
Check	07/06/2020	1000 Accounts Payable	UNITED STATES POSTMASTER		Check	1067	1,798.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1				\$1,798.00
	Checks:	1	\$1,798.00				

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 07/23/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	07/23/2020	1068 Accounts Payable	ACCESS		80.00
	Invoice	Date	Description		Amount
	8237868	06/30/2020	SHREDDING SVC JUNE 2020 PO #72276		80.00
Check	07/23/2020	1069 Accounts Payable	AIRGAS USA, LLC		66.32
	Invoice	Date	Description		Amount
	9972200257	06/30/2020	RENT CYL PO# 72129		66.32
Check	07/23/2020	1070 Accounts Payable	ACCOPSA		500.00
	Invoice	Date	Description		Amount
	June 30 2020	07/08/2020	ACCOPSA 20/21 MEMBERSHIP FOR HQ1		500.00
Check	07/23/2020	1071 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		3,503.25
	Invoice	Date	Description		Amount
	JUNE 2020	06/30/2020	CRIME LAB FEES JUNE 2020 PO #72850		3,503.25
Check	07/23/2020	1072 Accounts Payable	TREASURER OF ALAMEDA COUNTY		15,630.00
	Invoice	Date	Description		Amount
	070119-063020	06/19/2020	CAL ID OPERATING COSTS FY 19/20 PO #72292		15,630.00
Check	07/23/2020	1073 Accounts Payable	ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON		3,394.21
	Invoice	Date	Description		Amount
	930448	06/25/2020	MOTORCYCLE MAINT. PO#73100		503.65
	928029	06/16/2020	MOTORCYCLE REPAIR PO#73169		2,419.94
	927499	06/10/2020	MOTORCYCLE REPAIRS PO#73169		470.62
Check	07/23/2020	1074 Accounts Payable	BAY CENTRAL PRINTING		2,028.18
	Invoice	Date	Description		Amount
	186289	06/17/2020	9 X 12 COMMUNITY REPORT MAILER		2,028.18
Check	07/23/2020	1075 Accounts Payable	CA POLICE CHIEFS ASSOC		840.00
	Invoice	Date	Description		Amount
	15375	05/01/2020	CPCA MEMB RENEWAL 20/21 FOR CAPTAIN ARGUELLO		145.00
	16228	05/04/2020	CPCA MEMB RENEWAL 20/21 FOR CHIEF ANDERSON		695.00
Check	07/23/2020	1076 Accounts Payable	CAL ENGINEERING & GEOLOGY, INC.		1,380.00
	Invoice	Date	Description		Amount

Invoice	Date	Description	Amount
20550	06/30/2020	PO# 72961 GEOTECHNICAL PEER REVIEW	1,380.00
Check 07/23/2020	1077 Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE	11,568.80
200564	06/30/2020	PO#73146 TRAFFIC SIGNAL KNOCKDOWN	3,466.98
200612	06/30/2020	PO# 73146 TRAFFIC SIGNAL MAINTENANCE	2,983.42
200474	06/30/2020	PO#73416 TRAFFIC LIGHT KNOCKDOWN	5,118.40
Check 07/23/2020	1078 Accounts Payable	CENTRAL TOWING & TRANSPORT LLC	422.50
JUNE 2020	06/30/2020	TOWING SVCS JUNE 2020 PO #73135	422.50
Check 07/23/2020	1079 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.	402.00
301908	06/19/2020	LAB TEST JUNE 2020 PO #72247	163.00
302056	06/25/2020	LAB TEST JUNE 2020 PO #72247	163.00
302055	06/25/2020	LAB TEST JUNE 2020 PO #72247	38.00
301907	06/19/2020	LAB TEST JUNE 2020 PO #72247	38.00
Check 07/23/2020	1080 Accounts Payable	HAYWARD POLICE DEPARTMENT RANGE PROGRAM	1,250.00
JUNE 10 2020	06/10/2020	RANGE FACILITY UNLIMITED USE FY 20/21	1,250.00
Check 07/23/2020	1081 Accounts Payable	PETTY CASH CUSTODIAN-JESSICA GURULE	114.86
0219-031120SR	07/13/2020	PETTY CASH REPLENISHMENT V#1090-1094	114.86
Check 07/23/2020	1082 Accounts Payable	PETTY CASH CUSTODIAN-BEVERLY RYANS	623.91
111319-063020PD	06/30/2020	PETTY CASH REPLENISHMENT V#3112-3134	623.91
Check 07/23/2020	1083 Accounts Payable	CLEARGOV INC.	15,350.00
INV-0837	04/30/2020	BUDGET BUILDER 04/30/20-04/29/21	15,350.00
Check 07/23/2020	1084 Accounts Payable	COMCAST	266.92
0628-072720PD	06/23/2020	CABLE SVC 06/28/20-07/27/20 PO #72216	74.58
0622-072120SIL	06/17/2020	MONTHLY CABLE SERVICE - 73092	192.34
Check 07/23/2020	1085 Accounts Payable	COTTON, SHIRES AND ASSOCIATES, INC.	360.00
77449	07/13/2020	PO# 72478 GEOTECH CONSULTING SERVICES	360.00
Check 07/23/2020	1086 Accounts Payable	EAST BAY EDA	7,005.00
2021032	07/23/2020	EAST BAY EDA MEMBERSHIP FEE FOR FY 2020/2021	7,005.00
Check 07/23/2020	1087 Accounts Payable	COUNTY OF ALAMEDA	430.00

	Invoice	Date	Description	Amount
	JUNE'20	07/21/2020	CITATION PROCESSING FEES - JUNE'20	430.00
Check	07/23/2020	1088 Accounts Payable	ALAMEDA COUNTY	1,700.00
	Invoice	Date	Description	Amount
	IN0284705	05/27/2020	CUPA FEE PO# 72130	834.00
	IN0284703	05/27/2020	CUPA FEE PO# 72130	866.00
Check	07/23/2020	1089 Accounts Payable	EAGLE CANYON CAPITAL, LLC	215.00
	Invoice	Date	Description	Amount
	20200606	07/02/2020	CARWASH EXPS JUNE 2020 PO #72991	215.00
Check	07/23/2020	1090 Accounts Payable	EMC PLANNING GROUP INC.	687.02
	Invoice	Date	Description	Amount
	20-260	06/30/2020	LEAP GRANT APPLICATION PREP-WINTEGRATE PO 73132	687.02
Check	07/23/2020	1091 Accounts Payable	FEDEX	13.40
	Invoice	Date	Description	Amount
	7-067-96658	07/20/2020	GROUND SHIPPING SERVICES	13.40
Check	07/23/2020	1092 Accounts Payable	FOLSOM LAKE FORD	48,573.87
	Invoice	Date	Description	Amount
	FL0080	06/10/2020	2020 EXPLORER PO# 72530	48,573.87
Check	07/23/2020	1093 Accounts Payable	GHD INC.	930.00
	Invoice	Date	Description	Amount
	143041	05/30/2020	PO# 73017 - ON CALL ENGINEERING SERVICES	290.00
	143825	06/22/2020	PO# 73017 - ON CALL ENGINEERING SERVICES	640.00
Check	07/23/2020	1094 Accounts Payable	HAWK ANALYTICS, INC	3,995.00
	Invoice	Date	Description	Amount
	INV23514	03/30/2020	CELLHAWK SUBSCRIPTION TIER 2 FY 20-21	3,995.00
Check	07/23/2020	1095 Accounts Payable	HURST/HARRIGAN ASSOCIATES	3,503.17
	Invoice	Date	Description	Amount
	7	07/17/2020	NEWPARK MALL CONSULTING 6/1/20-6/30/20	3,503.17
Check	07/23/2020	1096 Accounts Payable	INTEGRITY SURVEILLANCE GROUP	998.00
	Invoice	Date	Description	Amount
	11373	06/30/2020	GPS TRACKER SERVICE FY 20/21	998.00
Check	07/23/2020	1097 Accounts Payable	JOINT VENTURE SILICON VALLEY	3,600.00
	Invoice	Date	Description	Amount
	486EDANEWARK	06/16/2020	SILICON VALLEY 20/21 ECONOMIC DEVELOPMENT ALLIANCE DUES	2,500.00
	505NETNEWARK	06/17/2020	PUBLIC INVESTMENT FY20/21	1,100.00
Check	07/23/2020	1098 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	475.15
	Invoice	Date	Description	Amount
	55Y1099952	07/01/2020	COPIER LEASE AGREEMENT - 06/20 (PO#72667)	475.15
Check	07/23/2020	1099 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	2,958.31
	Invoice	Date	Description	Amount

Invoice	Date	Description	Amount
7362367	07/21/2020	COPIER LEASE AGREEMENT (PO#72667)	2,958.31
Check 07/23/2020	1100 Accounts Payable	L.N. CURTIS AND SONS	2,519.86
Invoice	Date	Description	Amount
INV402076	06/30/2020	40MM EXACT IMP/250 SHOT TRAINING KIT PO #73133	2,519.86
Check 07/23/2020	1101 Accounts Payable	LANGUAGE LINE SERVICES	332.05
Invoice	Date	Description	Amount
4839022	06/30/2020	LANGUAGE LINE SVCS JUNE 2020 PO #72269	332.05
Check 07/23/2020	1102 Accounts Payable	LEXIPOL LLC	5,142.00
Invoice	Date	Description	Amount
INV3449	07/08/2020	POLICY MANUAL UPDATES 20-21	5,142.00
Check 07/23/2020	1103 Accounts Payable	LINCOLN AQUATICS	551.81
Invoice	Date	Description	Amount
D8689247	06/30/2020	MURIATIC ACID - 72037	551.81
Check 07/23/2020	1104 Accounts Payable	MANAGEMENT PARTNERS INC.	175.00
Invoice	Date	Description	Amount
INV08654	07/02/2020	NEWARK MANAGEMENT SERVICES	175.00
Check 07/23/2020	1105 Accounts Payable	METROPOLITAN PLANNING GROUP	6,616.25
Invoice	Date	Description	Amount
2001969	06/30/2020	PROJECT MGMT SERVICES THROUGH 6/30/20 FOR FMC WILLOW	6,616.25
Check 07/23/2020	1106 Accounts Payable	MNS ENGINEERS INC	6,407.00
Invoice	Date	Description	Amount
75532	07/08/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	207.00
75424	06/19/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	1,125.00
75425	06/19/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	1,380.00
75530	07/08/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	621.00
75531	07/08/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	621.00
75533	07/08/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	828.00
75529	07/08/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	125.00
75528	07/08/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	1,000.00
75527	07/08/2020	PO# 72934 - ENGINEERING PLAN CHECK & INSPECTION SERVICES	500.00
Check 07/23/2020	1107 Accounts Payable	PACIFIC GAS & ELECTRIC	2,233.80
Invoice	Date	Description	Amount
7460-072720	06/30/2020	TRAFFIC LIGHT ELECTRIC CHARGES	2,233.80
Check 07/23/2020	1108 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	10,292.63
Invoice	Date	Description	Amount
3219	07/02/2020	PO# 72935 ENGINEERING PLAN CHECK AND INSPECTION SERVICES	10,292.63
Check 07/23/2020	1109 Accounts Payable	POWER MAINTENANCE CORPORATION	1,950.00
Invoice	Date	Description	Amount
33692	06/01/2020	UPS SYSTEM 20-21	1,950.00
Check 07/23/2020	1110 Accounts Payable	DNA DOE PROJECT	2,950.00
Invoice	Date	Description	Amount

Invoice	Date	Description	Amount
2020-0716-JD75	06/30/2020	DNA TESTING AND GENEALOGY ANALYSIS PO #72875	2,950.00
Check 07/23/2020	1111 Accounts Payable	QUADIENT LEASING USA, INC.	415.11
Invoice	Date	Description	Amount
N8370806	06/30/2020	MAILING MACHINE LEASE AGREEMENT	415.11
Check 07/23/2020	1112 Accounts Payable	RAY ALLEN MANUFACTURING, LLC	232.14
Invoice	Date	Description	Amount
RINV140313	06/15/2020	K9 SUPPLIES PO #73129	80.70
RINV140314	06/30/2020	K9 SUPPLIES PO #73129	151.44
Check 07/23/2020	1113 Accounts Payable	SIMON & COMPANY INC	1,720.00
Invoice	Date	Description	Amount
JUNE 2020	06/30/2020	LEGISLATIVE SERVICES	1,720.00
Check 07/23/2020	1114 Accounts Payable	SNG & ASSOCIATES, INC.	9,650.00
Invoice	Date	Description	Amount
2020-0606A	07/12/2020	PO#72470 - ENGINEERING PLAN CHECK SERVICES	9,650.00
Check 07/23/2020	1115 Accounts Payable	S.B.R.P.S.T.C.	395.00
Invoice	Date	Description	Amount
129426INV	07/08/2020	POST REC/COMM TRAINING	395.00
Check 07/23/2020	1116 Accounts Payable	ST. FRANCIS ELECTRIC, LLC.	5,595.50
Invoice	Date	Description	Amount
1773171	06/30/2020	PO# 72963 STREET LIGHT REPAIRS	706.50
1773170	06/30/2020	PO# 72963 STREET LIGHT REPAIRS	4,889.00
Check 07/23/2020	1117 Accounts Payable	STAPLES ADVANTAGE	1,311.08
Invoice	Date	Description	Amount
8058711700	06/15/2020	OFFICE SUPPLIES	1,311.08
Check 07/23/2020	1118 Accounts Payable	STAPLES	821.24
Invoice	Date	Description	Amount
8058848385	06/30/2020	OFFICE SUPPLIES	821.24
Check 07/23/2020	1119 Accounts Payable	STEVE G. HOOS	179.40
Invoice	Date	Description	Amount
34807	06/24/2020	SILLIMAN APPLIANCE REPAIR PO#72149	179.40
Check 07/23/2020	1120 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	391.16
Invoice	Date	Description	Amount
184-1091537	06/29/2020	TIRE SERVICE PO#72704	391.16
Check 07/23/2020	1121 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES	669.09
Invoice	Date	Description	Amount
SIN001637	06/25/2020	TRANSACTION TAX & SALES TAX AUDIT SERVICES	669.09
Check 07/23/2020	1122 Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO	469.87
Invoice	Date	Description	Amount
IV34975	05/22/2020	EQUIPMENT PARTS PO#73101	469.87

Check	Invoice	Date	Description	Amount
07/23/2020	1123 Accounts Payable		VERIZON BUSINESS SERVICES	616.33
	71511104	06/20/2020	CELL SVC FOR MDC'S MAY 2020 PO #72287	616.33
07/23/2020	1124 Accounts Payable		DELL MARKETING L P	7,936.26
	2006950768874	07/21/2020	CACC GRANT EXPENSES	894.55
	2006950665971	07/21/2020	CACC GRANT EXPENSES	7,041.71
07/23/2020	1125 Accounts Payable		AMANULLAH , FAYYAZ AHAMED	470.00
	613752	07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	470.00
07/23/2020	1126 Accounts Payable		CHEN , NELSON	1,650.00
	613297	06/30/2020	COVID-19 RESERVATION DURING SIP	1,650.00
07/23/2020	1127 Accounts Payable		CHRISTEN , CHRIS	32.00
	613537	07/21/2020	REFUND DUE TO SIP	32.00
07/23/2020	1128 Accounts Payable		CHRISTEN , CHRIS	89.00
	613538	07/21/2020	CUSTOMER REFUND DUE TO SIP	89.00
07/23/2020	1129 Accounts Payable		COBB , BRYAN	10.61
	JUNE2020	07/02/2020	JUNE 2020 EXPENSE REIMBURSEMENT	10.61
07/23/2020	1130 Accounts Payable		COLLINS , KRISTIN	235.00
	613753	07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	235.00
07/23/2020	1131 Accounts Payable		DELGADO , MARY	235.00
	613762	07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	235.00
07/23/2020	1132 Accounts Payable		FU , FRANK	235.00
	613751	07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	235.00
07/23/2020	1133 Accounts Payable		GERBER , BARBARA	49.91
	613760	07/21/2020	CLASS CANCELLED DUE TO COVID-19	49.91
07/23/2020	1134 Accounts Payable		HANNA , MELISSA	235.00
	613756	07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	235.00
07/23/2020	1135 Accounts Payable		KADAJA , KAREN	78.00
	613704	07/16/2020	REFUND DUE TO SIP	78.00

Check	Invoice	Date	Description	Amount
07/23/2020	1136 Accounts Payable		LIN , DINGQIN	235.00
613749		07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	235.00
07/23/2020	1137 Accounts Payable		NEVAREZ , IRENE	1,350.00
613696		07/16/2020	RENTAL CANCELLED DUE TO CORONA VIRUS.	1,350.00
07/23/2020	1138 Accounts Payable		RODRIGUEZ , AMBAR	235.00
613754		07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	235.00
07/23/2020	1139 Accounts Payable		SMITH , MICHAEL	235.00
613786		07/21/2020	REFUNDS FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	235.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 72	\$207,811.97
Checks:	72		\$207,811.97	

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 07/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	07/27/2020	1140 Accounts Payable	VERIZON WIRELESS		2,178.52
	Invoice	Date	Description		Amount
	8459020510390501	07/27/2020	CACC GRANT EXPENSES		2,178.52
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1		\$2,178.52
Checks:	1	\$2,178.52			

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 07/30/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	07/30/2020	1141 Accounts Payable	SANDY ABE		4,002.08
	Invoice	Date	Description		Amount
	062320	07/27/2020	CALPERS HEALTH PLAN REIMBURSEMENT - 4 MONTHS (01/20-04/20)		4,002.08
Check	07/30/2020	1142 Accounts Payable	ALAMEDA CO LIBRARY		28,940.00
	Invoice	Date	Description		Amount
	FY1920-24	06/26/2020	ADDITIONAL SUNDAY LIBRARY SERVICE HOURS		28,940.00
Check	07/30/2020	1143 Accounts Payable	BAY CENTRAL PRINTING		191.33
	Invoice	Date	Description		Amount
	186433	07/14/2020	BUSINESS CARDS		191.33
Check	07/30/2020	1144 Accounts Payable	BOUNDTREE MEDICAL LLC		135.97
	Invoice	Date	Description		Amount
	83687506	07/07/2020	FIRST AID SUPPLIES		115.51
	83689190	07/08/2020	FIRST AID SUPPLIES		20.46
Check	07/30/2020	1145 Accounts Payable	CITY OF FREMONT		1,250.00
	Invoice	Date	Description		Amount
	314788	07/08/2020	CASE MANAGEMENT - 72313		1,250.00
Check	07/30/2020	1146 Accounts Payable	NICK CUEVAS		2,375.00
	Invoice	Date	Description		Amount
	061720 EDU	07/27/2020	EDUCATION REIMBURSEMENT 01/28-04/18		2,375.00
Check	07/30/2020	1147 Accounts Payable	ALHAMBRA		689.52
	Invoice	Date	Description		Amount
	15734365 071320	07/13/2020	WATER SERVICE - PO# 72198		689.52
Check	07/30/2020	1148 Accounts Payable	JOCELYN E. ROLAND		900.00
	Invoice	Date	Description		Amount
	17747	04/17/2020	PSYCHOLOGICAL EVALUATIONS - FY19/20 PO#72074		450.00
	17847	05/22/2020	PSYCHOLOGICAL EVALUATIONS - FY19/20 PO#72074		450.00
Check	07/30/2020	1149 Accounts Payable	MEYERS, NAVE, RIBACK, SILVER & WILSON		30,135.67
	Invoice	Date	Description		Amount
	2020060102	07/14/2020	Legal Services		26,581.00

	2020060103	07/14/2020	Legal Services	330.67
	2020060105	07/14/2020	Legal Services	942.00
	2020060104	07/14/2020	Legal Services	2,282.00
Check	07/30/2020	1150 Accounts Payable	NEWARK CHAMBER OF COMMERCE	4,518.90
	Invoice	Date	Description	Amount
	0059-REV	07/16/2020	MARKETING FUND EXPENSES REIMBURSABLE APR 2020-JUN 2020	4,518.90
Check	07/30/2020	1151 Accounts Payable	RUTAN & TUCKER, LLP	13,711.46
	Invoice	Date	Description	Amount
	872718	07/16/2020	LEGAL SERVICES	2,481.00
	872716	07/16/2020	LEGAL SERVICES	11,230.46
Check	07/30/2020	1152 Accounts Payable	SILVER & WRIGHT LLP	1,321.96
	Invoice	Date	Description	Amount
	26755	07/01/2020	LEGAL SERVICES	1,321.96
Check	07/30/2020	1153 Accounts Payable	HDL SOFTWARE, LLC	6,600.00
	Invoice	Date	Description	Amount
	SIN002162	07/09/2020	PRIME MIGRATION	6,600.00
Check	07/30/2020	1154 Accounts Payable	TYLER TECHNOLOGIES, INC.	8,640.00
	Invoice	Date	Description	Amount
	045-307808	06/24/2020	ERP IMPLEMENTATION - PO# 72597	3,840.00
	045-308980	07/29/2020	ERP IMPLEMENTATION - PO#72597	4,800.00
Check	07/30/2020	1155 Accounts Payable	U.S. BANK ST. PAUL	908,580.50
	Invoice	Date	Description	Amount
	1627371	07/29/2020	AID 26 RFND 2013 - ACCT# 204275000	908,580.50
Check	07/30/2020	1156 Accounts Payable	U.S. BANK	980.00
	Invoice	Date	Description	Amount
	5781630	07/29/2020	LOIB AID #26 REASSESSMENT & REFUND OF 2013	980.00
Check	07/30/2020	1157 Accounts Payable	WHOOSTER, INC.	599.00
	Invoice	Date	Description	Amount
	10002000493	07/20/2020	WHOOSTER RENEWAL FY 20/21	599.00
Check	07/30/2020	1158 Accounts Payable	YORK	3,182.25
	Invoice	Date	Description	Amount
	500020112	05/01/2020	WORKERS COMPENSATION ADMIN FEES - FY 19/20 PO# 72086	3,182.25
Check	07/30/2020	1159 Accounts Payable	BAY AREA THUNDER	1,010.00
	Invoice	Date	Description	Amount
	613783	07/22/2020	COVID-19 SIP COURT RESERVATION REFUND FOR JULY	1,010.00
Check	07/30/2020	1160 Accounts Payable	CLUB ONE BASKETBALL	390.00
	Invoice	Date	Description	Amount
	613785	07/22/2020	COVID-19 SIP COURT RESERVATION REFUND FOR JULY	390.00

AP ZBA ACCOUNTS PAYABLE Totals:

Transactions: 20

\$1,018,153.64

Checks: 20

\$1,018,153.64

LIVE Newark CA LIVE
Payment Batch Register
Bank Account: AP - ZBA ACCOUNTS PAYABLE
Batch Date: 08/06/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	08/06/2020	1161 Accounts Payable	ABACUS PRODUCTS INC		243.35
	Invoice	Date	Description		Amount
	B61680	07/15/2020	PRINTING SVCS 20-21		243.35
Check	08/06/2020	1162 Accounts Payable	ADAMSON POLICE PRODUCTS		1,385.46
	Invoice	Date	Description		Amount
	INV330901	07/15/2020	TRAINEE UNIFORMS 20-21		357.65
	INV330903	07/15/2020	TRAINEE UNIFORMS 20-21		494.69
	INV330904	07/15/2020	TRAINEE UNIFORMS 20-21		453.00
	INV331064	07/17/2020	TRAINEE UNIFORMS 20-21		47.21
	INV330295	07/08/2020	TRAINEE UNIFORMS 20-21		32.91
Check	08/06/2020	1163 Accounts Payable	AFLAC		1,363.24
	Invoice	Date	Description		Amount
	613296	07/12/2020	SHORT TERM DISABILITY PREMIUM		1,363.24
Check	08/06/2020	1164 Accounts Payable	BAY CENTRAL PRINTING		63.78
	Invoice	Date	Description		Amount
	186378	07/01/2020	BUSINESS CARD IMPRINTING 20-21		63.78
Check	08/06/2020	1165 Accounts Payable	BOND BLACKTOP INC		14,016.15
	Invoice	Date	Description		Amount
	16408	01/07/2020	RETENTION PAYMENT - CIP PROJECT 1228		14,016.15
Check	08/06/2020	1166 Accounts Payable	COMCAST		276.42
	Invoice	Date	Description		Amount
	0722-082120SIL	07/17/2020	MONTHLY CABLE SERVICE		197.09
	0728-082720PD	07/23/2020	CABLE SVCS 20-21		79.33
Check	08/06/2020	1167 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		2,799.28
	Invoice	Date	Description		Amount
	112-2006036	07/14/2020	AWS ACCESS FEES JUNE 2020 PO #72289		2,799.28
Check	08/06/2020	1168 Accounts Payable	DELTA DENTAL		17,037.73
	Invoice	Date	Description		Amount
	BE004017528	08/05/2020	DENTAL PREMIUM - AUG'20		17,037.73
Check	08/06/2020	1169 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		296.65

	Invoice	Date	Description	Amount
	BE004015671	08/05/2020	DENTAL PREMIUM - AUG'20	296.65
Check	08/06/2020	1170 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED	2,379.39
	Invoice	Date	Description	Amount
	164422054	08/05/2020	VISION PREMIUM - AUG'20	2,379.39
Check	08/06/2020	1171 Accounts Payable	FIRST BAPTIST CHURCH	80.00
	Invoice	Date	Description	Amount
	PR073120	08/05/2020	DONATION - 07/20	80.00
Check	08/06/2020	1172 Accounts Payable	FIRSTTWO, INC.	2,400.00
	Invoice	Date	Description	Amount
	1311	07/14/2020	FIRST TWO SUB AGENCY LICENSE FY 20-21	2,400.00
Check	08/06/2020	1173 Accounts Payable	LINCOLN AQUATICS	181.75
	Invoice	Date	Description	Amount
	SL021593	06/30/2020	SUPPLIES - 72029	253.75
	SL021657	06/30/2020	RETURNABLE DEPOSIT - 72037	(72.00)
Check	08/06/2020	1174 Accounts Payable	LYNN PEAVEY COMPANY	144.32
	Invoice	Date	Description	Amount
	371316	07/15/2020	EVIDENCE SUPPLIES 20-21	144.32
Check	08/06/2020	1175 Accounts Payable	METLIFE SBC	1,635.81
	Invoice	Date	Description	Amount
	PR073120	07/14/2020	LONG TERM DISABILITY PREMIUM	1,635.81
Check	08/06/2020	1176 Accounts Payable	ANGELA MONTEZ	75.00
	Invoice	Date	Description	Amount
	PR073120	08/06/2020	PAYROLL - BOUNCE BACK	75.00
Check	08/06/2020	1177 Accounts Payable	NEW IMAGE LANDSCAPE	14,279.89
	Invoice	Date	Description	Amount
	118884	05/31/2020	LANDSCAPE MAINTENANCE MAY 2020 PO# 72412	14,279.89
Check	08/06/2020	1178 Accounts Payable	PAVEMENT COATINGS CO.	11,762.55
	Invoice	Date	Description	Amount
	PCI000000713	12/31/2019	PROJECT 1180 RETENTION PAYMENT	11,762.55
Check	08/06/2020	1179 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS	437.00
	Invoice	Date	Description	Amount
	062020101	07/17/2020	PARKING CITATION PROGRAM JUNE 2020 PO #72929	437.00
Check	08/06/2020	1180 Accounts Payable	PROVIDENT LIFE & ACCIDENT INSURANCE	261.24
	Invoice	Date	Description	Amount
	PR073120	07/20/2020	PAYROLL PREMIUM - E0246926	261.24
Check	08/06/2020	1181 Accounts Payable	S & S WORLDWIDE, INC.	1,673.08
	Invoice	Date	Description	Amount

	IN100536092	06/17/2020	FY 19/20 CAMP SUPPLIES REF. P.O. 72049	1,673.08
Check	08/06/2020	1182 Accounts Payable	SFPUC	852.72
	Invoice	Date	Description	Amount
	43073	06/22/2020	RENT-WATER AC 3642 PO# 73037	852.72
Check	08/06/2020	1183 Accounts Payable	SPRINT	100.00
	Invoice	Date	Description	Amount
	LCI-337912	06/30/2020	CALL DETAIL RECORDS FY 19-20	100.00
Check	08/06/2020	1184 Accounts Payable	STAPLES	303.66
	Invoice	Date	Description	Amount
	8059001041	07/15/2020	OFFICE SUPPLIES	303.66
Check	08/06/2020	1185 Accounts Payable	STATE OF CALIFORNIA	250.00
	Invoice	Date	Description	Amount
	PR073120-8625	08/05/2020	PAYROLL DEDUCTION - GARNISHMENT	250.00
Check	08/06/2020	1186 Accounts Payable	SUMMIT UNIFORMS CORP	494.90
	Invoice	Date	Description	Amount
	67981	07/16/2020	TRAINEE UNIFORMS 20-21	494.90
Check	08/06/2020	1187 Accounts Payable	THE TACTICAL ADVANTAGE POLICE SUPPLY	2,011.48
	Invoice	Date	Description	Amount
	5376	05/21/2020	VEST REPLACEMENT FY 19-20 PO #72506	2,011.48
Check	08/06/2020	1188 Accounts Payable	TIAA COMMERCIAL FINANCE, INC.	432.92
	Invoice	Date	Description	Amount
	7370074	07/11/2020	COPIER LEASE AGREEMENT	432.92
Check	08/06/2020	1189 Accounts Payable	UNITED SITE SERVICES	113.14
	Invoice	Date	Description	Amount
	114-10542101	06/24/2020	PD 2 STATION SINK-CV19 PO#72755	113.14
Check	08/06/2020	1190 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS	9,420.29
	Invoice	Date	Description	Amount
	072220STMT	08/05/2020	CC PAYMENT 07/22/20	9,420.29
Check	08/06/2020	1191 Accounts Payable	VERIZON WIRELESS	912.24
	Invoice	Date	Description	Amount
	9858359778	07/10/2020	CELL SERVICE FOR IPADS - PO#72533	912.24
Check	08/06/2020	1192 Accounts Payable	WEST COAST ARBORISTS INC	1,080.00
	Invoice	Date	Description	Amount
	161658	06/15/2020	WCA TREE MAINTENANCE PO#72524	1,080.00
Check	08/06/2020	1193 Accounts Payable	AGUILAR , HERMINDA	28.25
	Invoice	Date	Description	Amount
	613846	07/29/2020	CLASS CANCELLED DUE TO COVID-19 SIP	28.25
Check	08/06/2020	1194 Accounts Payable	ANSARI , AMINA	28.25

	Invoice	Date	Description	Amount
	613847	07/29/2020	CLASS CANCELLED DUE TO COVID-19 SIP	28.25
Check	08/06/2020	1195 Accounts Payable	FREDDIES BASKETBALL	360.00
	Invoice	Date	Description	Amount
	613780	07/22/2020	COVID-19 SIP COURT RESERVATION REFUND FOR JULY	360.00
Check	08/06/2020	1196 Accounts Payable	MCKEIVER , MICHAEL	705.00
	Invoice	Date	Description	Amount
	613778	07/22/2020	DEPOSIT REFUND FOR SOFTBALL USE	705.00
Check	08/06/2020	1197 Accounts Payable	MCKEIVER , MICHAEL	100.00
	Invoice	Date	Description	Amount
	613779	07/22/2020	DEPOSIT REFUND FOR SOFTBALL USE	100.00
Check	08/06/2020	1198 Accounts Payable	MORA , SUSANA	28.25
	Invoice	Date	Description	Amount
	613844	07/28/2020	CLASS CANCELLED DUE TO COVID-19 SIP	28.25
Check	08/06/2020	1199 Accounts Payable	REVUELTA , BLANCA	28.25
	Invoice	Date	Description	Amount
	613849	07/29/2020	CLASS CANCELLED DUE TO COVID-19 SIP	28.25
Check	08/06/2020	1200 Accounts Payable	REVUELTA , BLANCA	28.25
	Invoice	Date	Description	Amount
	613850	07/29/2020	CLASS CANCELLED DUE TO COVID-19 SIP	28.25
Check	08/06/2020	1201 Accounts Payable	THREE ALARM FIRE PROTECTION	2,356.00
	Invoice	Date	Description	Amount
	R14151	06/30/2020	Refunds	2,356.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 41	\$92,425.69
Checks:	41		\$92,425.69	

LIVE Newark CA LIVE
Payment Batch Register
Bank Account: AP - ZBA ACCOUNTS PAYABLE
Batch Date: 08/13/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	08/13/2020	1202 Accounts Payable	ADAMSON POLICE PRODUCTS		1,438.99
	Invoice	Date	Description		Amount
	INV331301	07/21/2020	TRAINEE UNIFORMS 20-21		556.10
	INV331307	07/21/2020	TRAINEE UNIFORMS 20-21		585.62
	INV331455	07/22/2020	TRAINEE UNIFORMS 20-21		297.27
Check	08/13/2020	1203 Accounts Payable	ALAMEDA CO LIBRARY		9,646.67
	Invoice	Date	Description		Amount
	FY1920-33	07/24/2020	ADDITIONAL SUNDAY LIBRARY HOURS		9,646.67
Check	08/13/2020	1204 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		30,497.24
	Invoice	Date	Description		Amount
	2019-20-396	05/28/2020	FY19-20 FIRE TRUCK REPAIRS PO#73128		24,325.76
	2019-20-432	06/30/2020	FY19-20 ALCO FIRE TRUCK REPAIR		6,171.48
Check	08/13/2020	1205 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		12,000.00
	Invoice	Date	Description		Amount
	290131-0720-6497	07/29/2020	ACADEMY FEES 20-21		12,000.00
Check	08/13/2020	1206 Accounts Payable	ALAMEDA COUNTY WASTE MANAGEMENT		10,000.00
	Invoice	Date	Description		Amount
	1377	06/03/2020	FY19/20 REGIONAL MEDIA CAMPAIGN USED OIL GRANT		10,000.00
Check	08/13/2020	1207 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		82,734.53
	Invoice	Date	Description		Amount
	071720	07/07/2020	ACWD MAY-JUNE 2020 PO#71275		82,734.53
Check	08/13/2020	1208 Accounts Payable	ALLIED AUTO STORES INC		1,473.96
	Invoice	Date	Description		Amount
	063020	06/30/2020	FY19-20 ALLIED FLEET SUPPLIES PO#73071		1,473.96
Check	08/13/2020	1209 Accounts Payable	BOUNDTREE MEDICAL LLC		119.17
	Invoice	Date	Description		Amount
	83628354	05/15/2020	PO 72036		20.46
	83629935	05/18/2020	PO 72036 - BVM MASKS		98.71
Check	08/13/2020	1210 Accounts Payable	CARBONIC SERVICE		305.00
	Invoice	Date	Description		Amount

	298088	07/22/2020	CO2-BULK	305.00
Check	08/13/2020	1211 Accounts Payable	CEL CONSULTING, INC.	19,581.85
	Invoice	Date	Description	Amount
	176287	07/14/2020	SPECIAL INSPECTION/TESTING SRVS FOR THE CIVIC CENTER, PRJ 1188	15,216.40
	176342	07/14/2020	SPECIAL INSPECTION/TESTING SRVS FOR THE CIVIC CENTER, PRJ 1188	4,365.45
Check	08/13/2020	1212 Accounts Payable	CELTIC DOG KENNELS, LLC	75.00
	Invoice	Date	Description	Amount
	001-2020	07/29/2020	K9 PROGRAM KENNEL SERVICES 20-21	75.00
Check	08/13/2020	1213 Accounts Payable	CENTRAL TOWING & TRANSPORT LLC	65.00
	Invoice	Date	Description	Amount
	7641180-1	07/13/2020	TOWING 20-21	65.00
Check	08/13/2020	1214 Accounts Payable	CENTRAL VETERINARY HOSPITAL	272.50
	Invoice	Date	Description	Amount
	447668	07/27/2020	VET SVCS JUNE 2020 PO #72280	272.50
Check	08/13/2020	1215 Accounts Payable	CHEVROLET OF FREMONT	272.78
	Invoice	Date	Description	Amount
	94310	07/06/2020	FY20-21 FREMONT CHEVY PARTS	272.78
Check	08/13/2020	1216 Accounts Payable	CITY OF UNION CITY	26,648.00
	Invoice	Date	Description	Amount
	2020-1150	08/04/2020	50% OF EMERGENCY SERVICES COORDINATOR SALARY	26,648.00
Check	08/13/2020	1217 Accounts Payable	CLARK'S HOME AND GARDEN	491.68
	Invoice	Date	Description	Amount
	1126	06/17/2020	LANDSCAPE SUPPLIES PO#72688	491.68
Check	08/13/2020	1218 Accounts Payable	CLASSIC GRAPHICS	6,985.99
	Invoice	Date	Description	Amount
	43442	06/30/2020	FY19-20 FLEET REPAIR PO#72566	1,399.31
	43444	06/30/2020	FY19-20 FLEET REPAIR PO#72844	1,399.31
	43443	06/30/2020	FY19-20 FLEET REPAIR PO#72844	1,399.31
	43445	06/30/2020	FY19-20 FLEET REPAIR PO#43445	1,399.31
	43388	06/18/2020	FY19-20 FLEET PO# 73012 & 73118	1,388.75
Check	08/13/2020	1219 Accounts Payable	CPRS	1,735.00
	Invoice	Date	Description	Amount
	FY20-21MBRSHP	08/03/2020	MEMBERSHIP RENEWAL	1,735.00
Check	08/13/2020	1220 Accounts Payable	DAILY JOURNAL CORP	402.08
	Invoice	Date	Description	Amount
	B3373658	06/23/2020	PUBLISH ORDINANCE NO. 522-U	402.08
Check	08/13/2020	1221 Accounts Payable	DAILY JOURNAL CORPORATION	364.00
	Invoice	Date	Description	Amount
	B3374415	07/07/2020	NOTICE OF ELECTION	29.12
	B3378647	07/14/2020	LEGAL ADVERTISING	109.76
	B3385006	07/29/2020	LEGAL ADVERTISING	225.12

Check	08/13/2020	1222 Accounts Payable	DALE HARDWARE	487.90
	Invoice	Date	Description	Amount
	062520	06/25/2020	DALE HARDWARE SUPPLIES PO#72781,72146,72122	487.90
Check	08/13/2020	1223 Accounts Payable	DOOLEY ENTERPRISES, INC.	414.86
	Invoice	Date	Description	Amount
	58251	07/02/2020	AMMUNITION FY 20-21	414.86
Check	08/13/2020	1224 Accounts Payable	DUKE DE LEON	540.00
	Invoice	Date	Description	Amount
	4140	06/26/2020	VIDEO CAMERA CONTROL OPERATOR VIRTUAL	540.00
Check	08/13/2020	1225 Accounts Payable	ELESCO	2,409.05
	Invoice	Date	Description	Amount
	76246	07/07/2020	FY19-20 ELESCO SERVICES PO#73165	2,409.05
Check	08/13/2020	1226 Accounts Payable	ERGOTECH CONTROLS INC	39.51
	Invoice	Date	Description	Amount
	INV-1590707	07/21/2020	NETCLOUD CRADLEPOINT FOR SPEED TRAILER FY 20/21	39.51
Check	08/13/2020	1227 Accounts Payable	FASTENAL COMPANY	249.68
	Invoice	Date	Description	Amount
	CAS1124875	07/08/2020	FY20-21 FASTENAL SUPPLIES	249.68
Check	08/13/2020	1228 Accounts Payable	JENNIFER E. FAUGHT	1,116.00
	Invoice	Date	Description	Amount
	07/24/20	07/24/2020	LEGAL SERVICES - PO#72872	1,116.00
Check	08/13/2020	1229 Accounts Payable	FIRESTONE PHOTOGRAPHY	187.86
	Invoice	Date	Description	Amount
	421	08/06/2020	DEPARTMENT PHOTO OF CHIEF ANDERSON	187.86
Check	08/13/2020	1230 Accounts Payable	FREMONT BANK	1,631.27
	Invoice	Date	Description	Amount
	70672	08/11/2020	O.C. JONES RETENTION PAYMENT, ACCT# 25917870	1,631.27
Check	08/13/2020	1231 Accounts Payable	GARY M SHELDON	150.00
	Invoice	Date	Description	Amount
	20-04NPD	06/30/2020	BLOOD W/DRAWAL SVC APRIL 2020; PO #72238	150.00
Check	08/13/2020	1232 Accounts Payable	GEOCON CONSULTANTS, INC.	1,080.60
	Invoice	Date	Description	Amount
	22006781	07/09/2020	5/18 to 6/14 CIVIC CENTER SERVICES	1,080.60
Check	08/13/2020	1233 Accounts Payable	YOUNG GATES	105.00
	Invoice	Date	Description	Amount
	0720-07242020	07/29/2020	PAYMENT FOR ONLINE PYTHON PROGRAMMING	105.00
Check	08/13/2020	1234 Accounts Payable	JACK JAMES TOW SERVICE, INC.	804.00
	Invoice	Date	Description	Amount
	223805	07/13/2020	TOWING 20-21	804.00
Check	08/13/2020	1235 Accounts Payable	KAISER PRECISION LLC	2,504.01

	Invoice	Date	Description	Amount
	NEWPD-1	08/02/2020	SWAT SUPPLIES FY 19-20; PO #72884	2,504.01
Check	08/13/2020	1236 Accounts Payable	LARRY KEZAR	1,194.84
	Invoice	Date	Description	Amount
	061120EXP	07/29/2020	EXPENSE REIMBURSEMENT - 6 MONTH WARRANTY FOR SAN	1,194.84
Check	08/13/2020	1237 Accounts Payable	KIER & WRIGHT CIVIL ENGINEERS AND	13,882.76
	Invoice	Date	Description	Amount
	246990	02/28/2020	FY-19/20, PO# 73181 - CIVIC CENTER PARCEL MAP	10,766.51
	248296	04/22/2020	FY 19/20, PO# 73181 - CIVIC CENTER PARCEL MAP	1,433.25
	242228	09/27/2019	FY 19/20, PO# 73181 - CIVIC CENTER PARCEL MAP	1,683.00
Check	08/13/2020	1238 Accounts Payable	KNORR SYSTEMS INC	1,652.97
	Invoice	Date	Description	Amount
	SI222375	06/17/2020	SILLIMAN SERVICE PO#72385	596.68
	SI220871	03/25/2020	FY19-20 KNORR POOL REPAIR PO#72167	777.67
	SI222415	06/19/2020	FY29-20 KNORR POOL REPAIR PO#72167	278.62
Check	08/13/2020	1239 Accounts Payable	MISA LEAL	438.99
	Invoice	Date	Description	Amount
	073120EXP	08/04/2020	PATROL CAMERA FOR FREDSTROM	438.99
Check	08/13/2020	1240 Accounts Payable	LEHR AUTO	90,268.66
	Invoice	Date	Description	Amount
	SI33897	06/25/2020	FY19-20 LEHR BUILDOUT OF PD VEHICLE PO#72388	3,770.39
	SI41890	06/25/2020	FY19-20 OUTFITTING 2 VEHICLES PO#72834	22,275.83
	SI41889	06/25/2020	FY19-20 OUTFITTING 2 VEHICLES PO#72834	22,275.83
	SI47613	06/25/2020	FY219-20 PROJECT 2020-4 VEHICLE PURCHASE PO#72547	21,624.77
	SI47614	06/25/2020	FY19-20 PROJECT 2020-05 VEHICLE PURCHASE PO #72549	20,321.84
Check	08/13/2020	1241 Accounts Payable	MANAGEMENT PARTNERS INC.	7,932.50
	Invoice	Date	Description	Amount
	INV08659	07/02/2020	MANAGEMENT SERVICES	7,932.50
Check	08/13/2020	1242 Accounts Payable	MARK LEE & YONG KAY, INC.	39,932.67
	Invoice	Date	Description	Amount
	9	08/05/2020	PROJECT 1208 RETENTION PAYMENT	39,932.67
Check	08/13/2020	1243 Accounts Payable	MASAKO'S MUSIC STUDIO, INC.	268.80
	Invoice	Date	Description	Amount
	0708-07292020	07/29/2020	PAYMENT FOR MASAKO'S MUSIC STUDIO	268.80
Check	08/13/2020	1244 Accounts Payable	MISSION UNIFORM SERVICE	1,084.21
	Invoice	Date	Description	Amount
	063020	06/30/2020	UNIFORMS/LINENS PO#73065	1,084.21
Check	08/13/2020	1245 Accounts Payable	NEW IMAGE LANDSCAPE	35,786.03
	Invoice	Date	Description	Amount
	118517	04/30/2020	LANDSCAPE MAINTENANCE APRIL 2020 PO# 72412	14,279.89
	119339	06/30/2020	LANDSCAPE MAINT - JUNE'20 PO#72412	14,279.89

Invoice	Date	Description	Amount
410989-R	06/30/2020	FY19-20 NEW IMAGE WEED ABATEMENT	7,226.25
Check 08/13/2020	1246 Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC.	32.40
0711-08012020	08/03/2020	PAYMENT FOR SOCCER I 5-6Y	32.40
Check 08/13/2020	1247 Accounts Payable	O.C. JONES & SONS, INC.	30,994.22
Invoice 70672	08/11/2020	NEWARK SPORTSFIELD PARK, PROJECT 1192 & 1193	30,994.22
Check 08/13/2020	1248 Accounts Payable	PACIFIC GAS & ELECTRIC	54,006.42
Invoice 07142020	07/14/2020	FY19-20 PG&E PO #71225	54,006.42
Check 08/13/2020	1249 Accounts Payable	PEAK SOFTWARE SYSTEMS, INC	4,350.00
Invoice 022060	06/23/2020	PROGRAM LICENSE & MTC	4,350.00
Check 08/13/2020	1250 Accounts Payable	CHELSEA PEDRANTI	54.61
Invoice 071220EXP	08/04/2020	DISPATCHER UNIFORM ALLOWANCE	54.61
Check 08/13/2020	1251 Accounts Payable	PERFORMANCE PEST MANAGEMENT	844.00
Invoice 51485	07/02/2020	FY20-21 PERORMANCE PEST SERVICE CENTER	125.00
51750	07/09/2020	FY20-21 PERFORMANCE PEST COMMUNITY CENTER	75.00
51530	07/09/2020	FY20-21 PERFORMANCE PEST FIRE STATION #3	77.00
51749	07/09/2020	FY20-21 PERFORMANCE PEST FIRE STATION #2	75.00
51531	07/09/2020	FY20-21 PERFORMANCE PEST FIRE STATION #1	80.00
51538	07/09/2020	FY20-21 PERFORMANCE PEST RECREATION	270.00
51532	07/09/2020	FY20-21 PERFORMANCE PEST SILLIMAN	142.00
Check 08/13/2020	1252 Accounts Payable	PETERSON TRUCKS, INC.	1,260.17
Invoice PC001699142	06/09/2020	FY19-20 PETERSON TRUCK PO#73117	2,443.16
234672S	07/14/2020	FY20-21 PETERSON TRUCKS PARTS	134.23
CM228277S	07/08/2020	CORE DEPOSIT RETURN	(1,317.22)
Check 08/13/2020	1253 Accounts Payable	PNC EQUIPMENT FINANCE, LLC	85,747.92
Invoice 885723	07/29/2020	FY20-21 PNC FINANCE	85,747.92
Check 08/13/2020	1254 Accounts Payable	QUADIENT FINANCE USA, INC.	10.00
Invoice 4857-071620	07/16/2020	NEOPOST POSTAGE	10.00
Check 08/13/2020	1255 Accounts Payable	EDDA RIVERA	29.39
Invoice MAY2020	06/30/2020	MAY 2020 EXPENSE REIMBURSEMENT	29.39
Check 08/13/2020	1256 Accounts Payable	S&L BREWER ENTERPRISES, INC.	500.00
Invoice	Date	Description	Amount

	2020NEW07	07/25/2020	K9 TRAINING AND SUPPLIES 20-21	500.00
Check	08/13/2020	1257 Accounts Payable	SAN FRANCISCO WATER DEPARTMENT	1,769.44
	Invoice	Date	Description	Amount
	43655	07/21/2020	FY20-21 SFPUC AC#3642	1,769.44
Check	08/13/2020	1258 Accounts Payable	SFPUC	8,870.38
	Invoice	Date	Description	Amount
	43104	06/22/2020	FY20-21 SFPUC AC#2866	2,567.46
	43697	07/21/2020	FY20-21 SFPUC AC#2866	5,686.92
	43758	07/21/2020	FY20-21 SFPUC AC#3295	616.00
Check	08/13/2020	1259 Accounts Payable	SONITROL	1,059.00
	Invoice	Date	Description	Amount
	1352008-IN	06/03/2020	FY19-20 SONITROL QUARTERLY MONITORING	1,059.00
Check	08/13/2020	1260 Accounts Payable	SPOSETO ENGINEERING	106,936.09
	Invoice	Date	Description	Amount
	1	08/11/2020	NEWARK BARRIER DESIGN SERVICES	60,345.99
	2	07/31/2020	NEWARK BARRIER DESIGN SERVICES	46,590.10
Check	08/13/2020	1261 Accounts Payable	SYSCO - SAN FRANCISCO	99.21
	Invoice	Date	Description	Amount
	350764468	06/30/2020	CAMP SNACKS	99.21
Check	08/13/2020	1262 Accounts Payable	T-MOBILE	485.32
	Invoice	Date	Description	Amount
	963858549-062120	07/27/2020	T-Mobile cell service	485.32
Check	08/13/2020	1263 Accounts Payable	THE CONSULTING TEAM LLC	691.25
	Invoice	Date	Description	Amount
	1087	07/30/2020	CONSULTING SERVICE 20-21	296.25
	1082	07/13/2020	SUPERVISOR COACHING SESSION FY 19-20	395.00
Check	08/13/2020	1264 Accounts Payable	CATHERINE LEW	6,000.00
	Invoice	Date	Description	Amount
	003	06/30/2020	PROFESSIONAL SERVICES	6,000.00
Check	08/13/2020	1265 Accounts Payable	JENNIFER TRAN	23.46
	Invoice	Date	Description	Amount
	0601-062920EXP	07/08/2020	MILEAGE REIMBURSEMENT	23.46
Check	08/13/2020	1266 Accounts Payable	TREASURER OF ALAMEDA COUNTY	1,000.00
	Invoice	Date	Description	Amount
	19M08:07	08/20/2019	FY19/20 STORMWATER FEE (PO#72457)	1,000.00
Check	08/13/2020	1267 Accounts Payable	TYLER TECHNOLOGIES, INC.	3,840.00
	Invoice	Date	Description	Amount
	045-309663	07/10/2020	ERP IMPLEMENTATION - PO#72597	3,840.00
Check	08/13/2020	1268 Accounts Payable	UNITED STATES POSTMASTER	3,311.32
	Invoice	Date	Description	Amount

Invoice	Date	Description	Amount
389590745	08/06/2020	POSTAGE FOR FALL ACTIVITIES POSTCARD	3,311.32
Check 08/13/2020	1269 Accounts Payable	U.S. BANK NATIONAL ASSOCIATION	348,363.48
10860.00016	08/06/2020	WEBCOR RETENTION PAYMENT RETENTION PAYMENT - ACCOUNT #260108010	348,363.48
Check 08/13/2020	1270 Accounts Payable	V5 SYSTEMS, INC.	643.68
Invoice SUB00055	07/19/2020	CAMERA SURVEILLANCE MAINTENANCE 20-21	643.68
Check 08/13/2020	1271 Accounts Payable	BOSCO OIL INC DBA VALLEY OIL	17,118.60
Invoice 30100	07/20/2020	FY20-21 VALLEY OIL FUEL	13,585.65
30778	07/20/2020	FY20-21 VALLEY OIL FUEL	3,532.95
Check 08/13/2020	1272 Accounts Payable	VERIZON WIRELESS	3,861.37
Invoice 9858936612	07/18/2020	IPHONE SVC 20-21	3,861.37
Check 08/13/2020	1273 Accounts Payable	IAPE	395.00
Invoice LI790891	07/14/2020	PATROL NON POST TRAINING	395.00
Check 08/13/2020	1274 Accounts Payable	DELMAR , DIANA	272.00
Invoice 613975	08/10/2020	CUSTOMER HAS REQUESTED A REFUND DUE TO SIP	272.00
Check 08/13/2020	1275 Accounts Payable	LODHIA , ASHRAF	99.00
Invoice 613989	08/10/2020	REFUND DUE TO SIP	99.00
Check 08/13/2020	1276 Accounts Payable	PHAM , CHI	300.00
Invoice 613487	06/30/2020	FY 19/20 REFUND FOR CANCELLED RENTAL DUE TO CORONA VIRUS	300.00
Check 08/13/2020	1277 Accounts Payable	REVUELTA , BLANCA	20.00
Invoice 613945	08/06/2020	CLASS CANCELLED DUE TO COVID-19 SIP	20.00
AP ZBA ACCOUNTS PAYABLE Totals:			\$1,092,259.34
Checks: 76			\$1,092,259.34
			Transactions: 76

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/19/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	08/19/2020	1278 Accounts Payable	ACCESS		170.00
	Invoice		Date	Description	Amount
		8298610	07/31/2020	SHREDDING SVCS 20-21	170.00
Check	08/19/2020	1279 Accounts Payable	AIRGAS USA, LLC		68.20
	Invoice		Date	Description	Amount
		9972939262	07/31/2020	RENTAL TANKS AND EQUIPMENT	68.20
Check	08/19/2020	1280 Accounts Payable	TREASURER OF ALAMEDA COUNTY		2,397.75
	Invoice		Date	Description	Amount
		JULY'20	08/03/2020	CRIME LAB FEES 20-21	2,397.75
Check	08/19/2020	1281 Accounts Payable	ALLIED AUTO STORES INC		170.12
	Invoice		Date	Description	Amount
		JULY'20	07/31/2020	FLEET SUPPLIES	170.12
Check	08/19/2020	1282 Accounts Payable	ARCHIVESOCIAL		2,388.00
	Invoice		Date	Description	Amount
		11201	07/01/2020	SOCIAL MEDIA RECORDS	2,388.00
Check	08/19/2020	1283 Accounts Payable	BAY CENTRAL PRINTING		8,463.51
	Invoice		Date	Description	Amount
		186392	07/06/2020	PRINTING SERVICES FOR FY 20/21	2,028.18
		186396	07/07/2020	PRINTING SERVICES FOR FY 20/21	1,973.31
		186430	07/14/2020	PRINTING SERVICES FOR FY 20/21	2,028.18
		186431	07/14/2020	PRINTING SERVICES FOR FY 20/21	2,433.84
Check	08/19/2020	1284 Accounts Payable	LUZ BORJA		2,262.78
	Invoice		Date	Description	Amount
		072420BORJA	08/19/2020	EE COMPUTER LOAN PROGRAM	2,262.78
Check	08/19/2020	1285 Accounts Payable	BOUNDTREE MEDICAL LLC		546.23
	Invoice		Date	Description	Amount
		83715622	07/29/2020	GLOVES 20-21	546.23
Check	08/19/2020	1286 Accounts Payable	BUTTERFLY PROPERTY, LP		1,860.00

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/19/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	P9		08/05/2020	JULY PARKING LICENSE	1,860.00
Check	08/19/2020	1287 Accounts Payable	CARBONIC SERVICE		151.01
	Invoice		Date	Description	Amount
	297830		07/31/2020	CO2-BULK	151.01
Check	08/19/2020	1288 Accounts Payable	CENTRAL TOWING & TRANSPORT LLC		65.00
	Invoice		Date	Description	Amount
	7662322-1		07/27/2020	TOWING 20-21	65.00
Check	08/19/2020	1289 Accounts Payable	COUNTY OF ALAMEDA AUDITOR-CONTROLLER		2,858.00
	Invoice		Date	Description	Amount
	FY20/21		07/06/2020	LAFCO MEMBER AGENCY APPORTIONMENT	2,858.00
Check	08/19/2020	1290 Accounts Payable	EAST BAY LAWN MOWER		188.70
	Invoice		Date	Description	Amount
	35766		07/16/2020	MOWER PARTS	100.09
	35756		07/16/2020	MOWER PARTS	61.23
	35770		07/16/2020	MOWER PARTS	27.38
Check	08/19/2020	1291 Accounts Payable	MARVIN RAMIREZ		496.95
	Invoice		Date	Description	Amount
	1488		07/13/2020	PUBLISH ELECTION NOTICE	496.95
Check	08/19/2020	1292 Accounts Payable	FOUR SEASONS POOL SERVICE		171.48
	Invoice		Date	Description	Amount
	48257		07/29/2020	POOL VALVES	171.48
Check	08/19/2020	1293 Accounts Payable	FREMONT ALARM		68.72
	Invoice		Date	Description	Amount
	41126		07/26/2020	BATTERY AND SERVICE	68.72
Check	08/19/2020	1294 Accounts Payable	GLADWELL GOVERNMENTAL SERVICES, INC.		100.00
	Invoice		Date	Description	Amount

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/19/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		4396	07/20/2020	EDMS/ECMS (ELEC DOC)	100.00
Check	08/19/2020	1295 Accounts Payable	GWA INC.		270.00
	Invoice		Date	Description	Amount
		N07012020	07/09/2020	PUBLISH ELECTION NOTICE	270.00
Check	08/19/2020	1296 Accounts Payable	LORENZO HOULE		49.11
	Invoice		Date	Description	Amount
		072720	07/27/2020	DMV CLASS A RENEWAL	49.11
Check	08/19/2020	1297 Accounts Payable	KIM TURNER, LLC		125.00
	Invoice		Date	Description	Amount
		2754	06/21/2020	POST REC/COMM TRAINING	125.00
Check	08/19/2020	1298 Accounts Payable	LANGUAGE LINE SERVICES		208.91
	Invoice		Date	Description	Amount
		4856990	07/31/2020	LANGUAGE LINE SVCS 20-21	208.91
Check	08/19/2020	1299 Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC		424.20
	Invoice		Date	Description	Amount
		1415640-20200731	07/31/2020	ACCURINT JULY 2020	424.20
Check	08/19/2020	1300 Accounts Payable	JOLIE MACIAS		986.49
	Invoice		Date	Description	Amount
		080720MACIAS	08/19/2020	EE COMPUTER LOAN PROGRAM	986.49
Check	08/19/2020	1301 Accounts Payable	MCK SERVICES		717,552.95
	Invoice		Date	Description	Amount
		1581	07/31/2020	THORNTON AVENUE PAVEMENT REHAB PROJECT, 1189	717,552.95
Check	08/19/2020	1302 Accounts Payable	MISSION UNIFORM SERVICE		1,648.93
	Invoice		Date	Description	Amount
		JULY'20	08/14/2020	FY20-21 MISSION UNIFORMS/TOWEL SERVICE	1,648.93
Check	08/19/2020	1303 Accounts Payable	MUNICODE		500.00
	Invoice		Date	Description	Amount

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/19/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		345749	07/07/2020	ONLINE CODE HOSTING	500.00
Check	08/19/2020	1304 Accounts Payable	MUNICIPAL MAINTENANCE EQUIPMENT INC		617.52
		Invoice	Date	Description	Amount
		0150790-IN	07/16/2020	KANAFLEX	617.52
Check	08/19/2020	1305 Accounts Payable	NATIONAL RECREATION AND PARK ASSOCIATION		175.00
		Invoice	Date	Description	Amount
		2020-21	08/18/2020	NRPA MEMBERSHIP	175.00
Check	08/19/2020	1306 Accounts Payable	NEWARK PAVILION		13,200.00
		Invoice	Date	Description	Amount
		19-82	08/18/2020	JULY PAVILION PARKING	6,600.00
		19-85	08/18/2020	AUGUST PAVILION PARKING	6,600.00
Check	08/19/2020	1307 Accounts Payable	PHILIPPINE NEWS		167.00
		Invoice	Date	Description	Amount
		35,170	07/10/2020	PUBLISH ELECTION NOTICE	167.00
Check	08/19/2020	1308 Accounts Payable	PLAN JPA		834,245.00
		Invoice	Date	Description	Amount
		PLAN-2019-482	07/01/2020	General Liability Premium 2020/2021	834,245.00
Check	08/19/2020	1309 Accounts Payable	QUINCY ENGINEERING INC		31,276.90
		Invoice	Date	Description	Amount
		16-N131.00-09	08/19/2020	CENTRAL OVERPASS ENGINEERING	31,276.90
Check	08/19/2020	1310 Accounts Payable	REFLEX TRAFFIC SYSTEMS		17,400.00
		Invoice	Date	Description	Amount
		INVI-2658	07/31/2020	REDLIGHT CAMERA MONITORING FY 20-21	17,400.00
Check	08/19/2020	1311 Accounts Payable	SCHINDLER ELEVATOR CORPORATION		1,684.08
		Invoice	Date	Description	Amount
		8105373229	07/01/2020	FY20-021 SCHINDLER FIRE STATION 1 SERVICE	1,684.08
Check	08/19/2020	1312 Accounts Payable	UNITED SITE SERVICES		79.87

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/19/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
		114-10542101(2)	06/24/2020	FY20-21 PD 2 STATION SINK-SECOND PAYMENT	79.87
Check	08/19/2020	1313 Accounts Payable		VERIZON WIRELESS	1,366.21
	Invoice		Date	Description	Amount
		9858287212	07/09/2020	CELL SVC FOR MDC'S JUNE 10-JULY 9, 2020 PO #72287	1,366.21
Check	08/19/2020	1314 Accounts Payable		VERIZON BUSINESS SERVICES	627.76
	Invoice		Date	Description	Amount
		71538498	07/20/2020	CELL SVC FOR MDC'S JUNE 2020; PO #72287	627.76
Check	08/19/2020	1315 Accounts Payable		WEBCOR CONSTRUCTION, LP	6,618,905.91
	Invoice		Date	Description	Amount
		10860.00016	07/31/2020	JULY DESIGN BUILD SERVICES	6,618,905.91
Check	08/19/2020	1316 Accounts Payable		WEX BANK	1,654.05
	Invoice		Date	Description	Amount
		66862984	08/06/2020	CHEVRON GAS CC	1,654.05
Check	08/19/2020	1317 Accounts Payable		TASOVSKI , SYLVANA	399.00
	Invoice		Date	Description	Amount
		613992	08/11/2020	THEATER CAMP CANCELLED - COVID-19	399.00
AP ZBA ACCOUNTS PAYABLE Totals:					\$8,265,990.34
Checks: 40			\$8,265,990.34		
					Transactions: 40

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	08/27/2020	1318 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,801,542.58
	Invoice		Date	Description	Amount
		2019-20-490	06/30/2020	CONTRACT FIRE SERVICES - 06/20 PO#72367	895,408.16
		2020-21-005	07/09/2020	CONTRACT FIRE SERVICES - 07/20	906,134.42
Check	08/27/2020	1319 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		1,666.17
	Invoice		Date	Description	Amount
		0530-072320	07/24/2020	HYDRANTS JULY	1,666.17
Check	08/27/2020	1320 Accounts Payable	ALPINE AWARDS INC		3,509.52
	Invoice		Date	Description	Amount
		5542650	06/26/2020	FY 19/20 STAFF UNIFORMS PO# 72061	3,509.52
Check	08/27/2020	1321 Accounts Payable	AMERICAN PLANNING ASSOCIATION		603.00
	Invoice		Date	Description	Amount
		128554-2075	07/10/2020	APA MEMBERSHIP NORCAL SECTION	603.00
Check	08/27/2020	1322 Accounts Payable	CEL CONSULTING, INC.		2,455.77
	Invoice		Date	Description	Amount
		177117	08/04/2020	CIVIC CENTER SPECIAL INSPECTIONS	2,455.77
Check	08/27/2020	1323 Accounts Payable	CENTRAL TOWING & TRANSPORT LLC		170.00
	Invoice		Date	Description	Amount
		7629965-1	07/06/2020	TOWING SERVICE	170.00
Check	08/27/2020	1324 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		428.00
	Invoice		Date	Description	Amount
		302238	07/02/2020	CRIME LAB FEES 20-21	38.00
		302240	07/02/2020	CRIME LAB FEES 20-21	69.00
		302242	07/02/2020	CRIME LAB FEES 20-21	69.00
		302508	07/09/2020	CRIME LAB FEES 20-21	69.00
		302509	07/09/2020	CRIME LAB FEES 20-21	38.00
		302630	07/15/2020	CRIME LAB FEES 20-21	38.00
		302631	07/15/2020	CRIME LAB FEES 20-21	69.00
		302825	07/22/2020	CRIME LAB FEES 20-21	38.00

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/27/2020	1325 Accounts Payable	CHILDREN'S HOSPITAL - OAKLAND		1,344.00
	Invoice	Date	Description		Amount
	C143507861	11/12/2019	VICTIM MEDICAL EXAM FY 19-20 PO #72265		672.00
	K5859894900	03/03/2020	VICTIM MEDICAL EXAM FY 19-20 PO #72265		672.00
Check	08/27/2020	1326 Accounts Payable	COMCAST		26.74
	Invoice	Date	Description		Amount
	0728-082720YARD	07/23/2020	COMCAST CABLE		26.74
Check	08/27/2020	1327 Accounts Payable	TONYA CONNOLLY		617.97
	Invoice	Date	Description		Amount
	081420EXP	08/12/2020	EXPENSE REIMBURSEMENT		617.97
Check	08/27/2020	1328 Accounts Payable	COUNTY OF ALAMEDA		1,100.00
	Invoice	Date	Description		Amount
	JULY'20	08/04/2020	CITATION PROCESSING FEES - JULY'20		1,100.00
Check	08/27/2020	1329 Accounts Payable	ALHAMBRA		711.29
	Invoice	Date	Description		Amount
	15734365 081320	08/13/2020	WATER SERVICE		711.29
Check	08/27/2020	1330 Accounts Payable	EAGLE CANYON CAPITAL, LLC		140.00
	Invoice	Date	Description		Amount
	20200707	08/06/2020	PATROL VEHICLE CLEANING 20-21		140.00
Check	08/27/2020	1331 Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT		241.39
	Invoice	Date	Description		Amount
	319383C	07/30/2020	VEHICLE DIAGNOSTIC/PARTS		241.39
Check	08/27/2020	1332 Accounts Payable	GARY M SHELDON		300.00
	Invoice	Date	Description		Amount
	20-05NPD	08/17/2020	BLOOD W/DRAWAL SVC MAY 2020; PO #72238		150.00
	20-06NPD	08/20/2020	BLOOD W/DRAWAL SVC JUNE 2020; PO #72238		150.00
Check	08/27/2020	1333 Accounts Payable	HILLYARD / SAN FRANCISCO		803.24
	Invoice	Date	Description		Amount

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	603985679		08/04/2020	HILLYARD JANITORIAL SUPPLIES	803.24
Check	08/27/2020	1334 Accounts Payable	HOME DEPOT CREDIT SERVICES		1,528.54
	Invoice		Date	Description	Amount
	JULY'20		07/13/2020	SUPPLIES	689.80
	AUG'20		08/13/2020	SUPPLIES	838.74
Check	08/27/2020	1335 Accounts Payable	HOSE & FITTINGS, ETC.		30.48
	Invoice		Date	Description	Amount
	5946859		07/22/2020	FLEET PARTS/SUPPLIES	30.48
Check	08/27/2020	1336 Accounts Payable	KNORR SYSTEMS INC		1,841.92
	Invoice		Date	Description	Amount
	PWSVI-5618		07/01/2020	SILLIMAN SERVICE	1,841.92
Check	08/27/2020	1337 Accounts Payable	LOOMIS		130.73
	Invoice		Date	Description	Amount
	12664692		07/31/2020	ARMORED CAR SERVICE - 07/20	130.73
Check	08/27/2020	1338 Accounts Payable	MEDCOM		2,425.00
	Invoice		Date	Description	Amount
	6083A		06/15/2020	ACA REPORTING FY 19/20 PO#72078	2,425.00
Check	08/27/2020	1339 Accounts Payable	MIKE YORKS INVESTIGATIONS		825.00
	Invoice		Date	Description	Amount
	2020-09		08/18/2020	BACKGROUND INVESTIGATIONS 20-21	825.00
Check	08/27/2020	1340 Accounts Payable	CARLENE'S T-SHIRT CORNER		189.91
	Invoice		Date	Description	Amount
	200597		06/25/2020	CODE ENFORCEMENT UNIFORMS	189.91
Check	08/27/2020	1341 Accounts Payable	PACIFIC GAS & ELECTRIC		56,897.61
	Invoice		Date	Description	Amount
	7578-081320		08/13/2020	PG&E AUGUST 2020	56,897.61
Check	08/27/2020	1342 Accounts Payable	PERFORMANCE PEST MANAGEMENT		563.00
	Invoice		Date	Description	Amount

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		51533	07/23/2020	PEST SERVICE-SILLIMAN #102710	142.00
		52011	07/30/2020	PEST SERVICE-FIRE STATION #3 #102701	77.00
		52008	07/30/2020	PEST SERVICE-SILLIMAN #102710	142.00
		52276	08/06/2020	PEST SERVICE-FIRE STATION #3 #102701	77.00
		52064	08/06/2020	PEST SERVICE-SERVICE CENTER #102702	125.00
Check	08/27/2020	1343 Accounts Payable	E-IKON, LLC.		2,520.00
	Invoice		Date	Description	Amount
		330-1	07/05/2020	STRATEGIC CONSULTING AND SUPPORT IT DEPT. PO#73170	2,520.00
Check	08/27/2020	1344 Accounts Payable	QUADIENT LEASING USA, INC.		415.11
	Invoice		Date	Description	Amount
		N8415276	07/31/2020	MAILING MACHINE LEASE AGREEMENT	415.11
Check	08/27/2020	1345 Accounts Payable	RHOADES PLANNING GROUP, INC.		12,573.72
	Invoice		Date	Description	Amount
		18-07-27	08/12/2020	PROFESSIONAL SERVICES FOR OLD TOWN SPECIFIC PLAN - 07/20	12,573.72
Check	08/27/2020	1346 Accounts Payable	SONITROL		2,136.00
	Invoice		Date	Description	Amount
		1354303	08/03/2020	QUARTERLY MONITORING FOR SEP-NOV 2020	2,136.00
Check	08/27/2020	1347 Accounts Payable	STAPLES		596.02
	Invoice		Date	Description	Amount
		8059158455	07/31/2020	OFFICE SUPPLIES	596.02
Check	08/27/2020	1348 Accounts Payable	SUMMIT UNIFORMS CORP		468.68
	Invoice		Date	Description	Amount
		68277	07/29/2020	MOTOR UNIFORM FOR PIQUETTE OPEN PO FY 20-21	468.68
Check	08/27/2020	1349 Accounts Payable	TARGET SPECIALTY PRODUCTS		153.58
	Invoice		Date	Description	Amount
		INVP500178650	07/06/2020	PARK SUPPLIES	153.58
Check	08/27/2020	1350 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY		308.00
	Invoice		Date	Description	Amount

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		184-1091766	07/21/2020	VEHICLE ROAD SERVICE/MAINT	202.51
		184-1091620	07/07/2020	VEHICLE SERVICE/MAINT	105.49
Check	08/27/2020	1351 Accounts Payable	HDL COREN & CONE		4,081.25
		Invoice	Date	Description	Amount
		SIN002600	08/12/2020	PROPERTY TAX CONSULTING - JULY - SEPT 2020	4,081.25
Check	08/27/2020	1352 Accounts Payable	TIAA COMMERCIAL FINANCE, INC.		470.92
		Invoice	Date	Description	Amount
		7451109	08/11/2020	COPIER LEASE AGREEMENT - 2 KYOCERA	470.92
Check	08/27/2020	1353 Accounts Payable	TYLER TECHNOLOGIES, INC.		4,800.00
		Invoice	Date	Description	Amount
		045-310300	07/17/2020	ERP IMPLEMENTATION - 0706-070720	4,800.00
Check	08/27/2020	1354 Accounts Payable	VANIR CONSTRUCTION MANAGEMENT, INC.		51,100.00
		Invoice	Date	Description	Amount
		168238	08/06/2020	CONSTRUCTION MANAGEMENT FOR THE NEW CIVIC CENTER , PROJECT 1188	51,100.00
Check	08/27/2020	1355 Accounts Payable	VERIZON WIRELESS		1,376.30
		Invoice	Date	Description	Amount
		9860350104	08/09/2020	CELL SVC FOR MDC'S 20-21	1,376.30
Check	08/27/2020	1356 Accounts Payable	VIEVU, LLC		34,242.00
		Invoice	Date	Description	Amount
		VVSI-1002049	07/28/2020	EQUIPMENT REPLACEMENT BODY CAMERAS	34,242.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 39		\$1,995,333.44
Checks:	39	\$1,995,333.44			

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 08/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	08/27/2020	1357 Accounts Payable	SSP DATA		894.00
	Invoice		Date	Description	Amount
		59402	06/23/2020	1 YEAR SUBSCRIPTION SUPPORT PALO ALTO PAN 220 FY 19/20 PO#73153	894.00
Check	08/27/2020	1358 Accounts Payable	UTILITY TELECOM GROUP, LLC		19,053.84
	Invoice		Date	Description	Amount
		JULY'20	07/16/2020	YEARLY VOIP/PHONE/WAN SERVICE	19,053.84
Check	08/27/2020	1359 Accounts Payable	VERIZON WIRELESS		1,047.75
	Invoice		Date	Description	Amount
		9856887633	06/18/2020	CELL SERVICE FOR YEAR	1,047.75
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 3		\$20,995.59
Checks:		3		\$20,995.59	



CITY OF NEWARK CITY COUNCIL

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

**Various Virtual
Teleconference Locations
7:30 p.m.**

Minutes

Thursday, July 23, 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. All participated via virtual teleconference.

B. MINUTES

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

C.1 Proclamation for 30th Anniversary of the Americans with Disabilities Act (ADA).

Mayor Nagy presented the proclamation to Michael Galvan of Community Resources for Independent Living.

C.2 Presentation of the South Bay Connect project by the Capitol Corridor Joint Powers Authority (CCJPA).

Shirley Qian (CCJPA Project Manager and Senior Planner) and Ben Tripousis (Senior Project Manager and Associate Vice President, HNTB Corporation) gave a presentation (on file with City Clerk) on the South Bay Connect Project. The project proposes the relocation of Capitol Corridor service to a route that would reduce travel time between the cities of Oakland and San Jose by 13 minutes. A new train station is proposed near the Ardenwood Park and Ride.

No one requested to speak.

Council Member Bucci expressed concern with the potential increase of train noise.

Council Member Hannon requested an additional presentation after the Environmental Impact Report is prepared.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

- E.1 Hearing to consider property owners’ objections and confirmation of the Superintendent of Streets’ Report concerning weed abatement assessments.**
- MOTION APPROVED
RESOLUTION NO. 11106**

City Manager Benoun gave the report recommending approval.

Mayor Nagy opened the public hearing at 8:10 p.m.

No one requested to speak.

Mayor Nagy closed the public hearing at 8:11 p.m.

Council Member Freitas moved, Council Member Bucci seconded to, by motion, act upon any objections by property owners for assessments on their parcels for the 2020 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets’ Report concerning weed abatement assessments. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

Council Member Collazo moved, Council Member Bucci seconded, to approve Consent Calendar Items F.1 through F.3, that the resolutions and ordinance be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

CONSENT

- F.1 Second reading and adoption of an Ordinance Amending the Requirements Related To Holding City Council Meetings and Agendas in the Municipal Code.**
- ORDINANCE NO. 523**
- F.2 Authorization for the Mayor to execute the Fifth Amendment to the Lease Agreement with County of Alameda for continued reimbursement of janitorial and pest control services.**
- RESOLUTION NO. 11107
CONTRACT NO. 15033**

- F.3 Authorization for the City Manager to sign Task Order No.1 with Mission Critical Partners, LLC in the not-to-exceed amount of \$140,622 for additional consultant services under the original Contractual Services Agreement to coordinate the procurement, installation, testing and migration of the Public Safety Answering Point in the new Police Department building for the New Civic Center, Project 1188.**

**RESOLUTION NO. 11108
CONTRACT NO. 17014**

NONCONSENT

- F.4 Update on the progress of the New Civic Center, Project 1188.**

Chief Building Official/City Architect Colliers stated that the New Civic Center project is on schedule and under budget. He shared pictures of the project and videos of what each building would look like when completed. He anticipated that City Hall and Police staff will move into their buildings by March 2021. County Library staff would begin to occupy the new Library by April 2021.

No one requested to speak.

Council Member Bucci requested a tour of the buildings.

Council Member Hannon suggested installing a kiosk at City Hall to allow the public to pay for their City invoices and further suggested subdividing one of the library meeting rooms to make individual study rooms.

This item was informational only.

- F.5 Authorization for the City Clerk to waive business license penalties from March 16, 2020, the proclamation date of the local emergency due to COVID-19, through the end of the calendar year. RESOLUTION NO. 11109**

City Manager Benoun stated that as a result of the Alameda County Health Officer Executive Order to shelter in place, many businesses are experiencing substantial declines in business income. The City has received requests to pay business license taxes on a deferred basis, payment plans, or waive penalties.

To support Newark businesses, he recommended that the City Council allow the City Clerk to compromise claims as to the amount of license tax due by waiving penalty fees accrued from March 16, 2020 - the date of the proclamation of a local emergency

- to the end of the calendar year. If approved, it would result in a revenue reduction in penalty fees of \$52,875. Businesses that have already paid the penalty, would be notified that they are eligible for a credit towards next year's business license tax.

No one requested to speak.

Council Member Collazo moved, Council Member Bucci seconded to adopt a resolution that authorizes the City Clerk to compromise the amount of business license taxes and penalties due during the local emergency due to COVID-19. The motion passed, 5 AYES.

F.6 Authorization to call an election on November 3, 2020 for voter consideration of an extension of the existing City of Newark Utility Users Tax; establishing related election policies and procedures; requesting consolidation of the election and requesting certain services of the Alameda County Registrar of Voters; and providing for submittal of ballot arguments and rebuttals and authorizing the filing of an impartial analysis.

RESOLUTION NO. 11110

City Manager Benoun gave the presentation (on file with City Clerk) recommending that the City Council place a measure on the November 3, 2020 ballot for voter consideration to extend the Utility Users Tax (UUT) for nine years. The UUT would include exemptions for other governmental bodies, for low-income residents based on qualification for the PG&E CARE Program, and for seniors age 70 and older. The City Attorney would be directed to prepare the impartial analysis. The Mayor would be designated to prepare and submit a ballot argument and rebuttal for the measure.

City Manager Benoun stated that the 2020-2022 Biennial Budget included \$6.3 million in reductions from the 2019-20 adjusted budget. These reductions included not funding non-essential positions, elimination of non-essential travel and training, reduction in contractual services and supplies, and labor concessions (employee bargaining units agreed to eliminate the negotiated general salary increase due July 1, 2020). A \$14 million budget deficit remained and the budget was balanced with reserves. The UUT generates approximately \$2.75 million per year. If the UUT is not reauthorized, then the Council may need to revisit the 2020-2022 Biennial Budget to address the significant structural budget deficit and consider further budget reductions.

Speaking in favor of continuing the UUT were:

Vivien Larsen – necessary to fund programs such as the Ash Street Summer program for children and the School Resource Officer. She suggested using the UUT funds to provide training for the School Resource Officer.

Stanley Keizer – it helps keep the Senior Center open.

Athena Salazar – COVID-19 has hurt the City budget, recreation programs are closed and other tax sources are down.

Council Member Hannon suggested amending the ballot question to include the average cost of the UUT per resident.

City Manager Benoun stated that the cost would depend on their service. He noted that the ballot question is limited to 75 words and the cost would require explanation.

Council Member Collazo stated that it would be helpful to have the average cost information available for the public.

Council Member Freitas stated that the previous Mayor had estimated the cost around \$12.50 per month.

Council Member Hannon moved, Council Member Bucci seconded to, by resolution: to call an election to be held on November 3, 2020, for voter consideration of a ballot measure seeking voter authorization to amend municipal code chapter 3.18 to extend the term of the city's existing utility users tax without a rate increase; establishing policies and procedures in connection with such an election; requesting the board of supervisors of the county of alameda to consolidate the general municipal election with the general election to be held on November 3, 2020; requesting certain services of the registrar of voters of alameda county with respect to the consolidated general municipal election; and providing for submittal of ballot arguments and rebuttals and authorizing the filing of an impartial analysis. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy stated there would be a fundraiser on Saturday at O'Sullivan's to benefit Jameson "Jammers" Emerson who has a rare type of brain cancer.

Council Member Collazo stated that she thought COVID -19 would lessen by now but it is getting worse. She said to stay home, wear a mask, wash your hands, and shop Newark.

Council Member Hannon thanked City staff for their response to the COVID 19 crisis and their fiscal responsibility during a challenging year.

Council Member Bucci stated that he will attend the fundraiser on Saturday and thanked O'Sullivan's. He stated that he met Jim LeBrecht director of a documentary on the disabled community and encouraged everyone to watch.

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

K. ORAL COMMUNICATIONS

No one requested to speak.

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 1000 to 1034.

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

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 9:28 p.m

D.3 Acceptance of work with MCK Services, Inc. for the Thornton Avenue Pavement Rehabilitation, Federal Project No. RSTPL-532-17(16), City Project 1189 – from Senior Civil Engineer Tran. (RESOLUTION)

Background/Discussion – On June 11, 2020, the City Council awarded a contract to MCK Services Inc. for the Thornton Avenue Pavement Rehabilitation, Federal Project No. RSTPL-532-17(16), City Project 1189. This project provided asphalt concrete pavement grinding, placement of new traffic signal loops and asphalt concrete pavement, re-striping, and the addition of Class II buffered bike lanes in each direction on Thornton Avenue between Hickory Street and Spruce Street.

This project was completed on time and within the original budget using a combination of Federal Cycle 2 One Bay Area Grant (OBAG 2) Local Streets and Roads (LSR) funds, and Highway Users Tax funds. Staff has reviewed and inspected the entire scope of work, which has now been satisfactorily completed in accordance with the approved project plans and specifications and all applicable standards. Pursuant to the State of California Public Contract Code, formal acceptance of the work by the City Council is now recommended.

Attachment – Resolution

Action – Staff recommends that the City Council, by resolution, accept the work with MCK Services Inc. for the Thornton Avenue Pavement Rehabilitation, Federal Project No. RSTPL-532-17(16), City Project 1189.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE WORK WITH MCK SERVICES
INC. FOR THE THORNTON AVENUE PAVEMENT
REHABILITATION, FEDERAL PROJECT
NO. RSTPL-532-17(16), CITY PROJECT 1189

WHEREAS, the City of Newark entered into a contract with MCK Services Inc., pursuant to Resolution No. 11,066, for the Thornton Avenue Pavement Rehabilitation, Federal Project No. RSTPL-532-17(16), City Project 1189, in the City of Newark, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed in conformance with the plans and specifications of the contract hereinabove referred to and the conditions thereof.

NOW, THEREFORE, BE IT RESOLVED that said work is hereby accepted and the City Council does hereby authorize the release of bonds guaranteeing completion of the work, the filing of a Notice of Completion, and payment to the contractor pursuant to the contract.

D.4 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8462 – Pomegranate (D.R. Horton Bay, Inc.), a 21-lot residential subdivision at 6179 Robertson Avenue – from Senior Civil Engineer Cangco. (RESOLUTION)

Background/Discussion – On February 28, 2019, the City Council approved Vesting Tentative Tract Map 8462, a 21-lot residential subdivision at 6179 Robertson Avenue. The developer, D.R. Horton Bay, Inc., has submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8462.

The Final Map for Tract 8462 dedicates public street right-of-way for Honeysuckle Drive, Pomegranate Avenue, and Robertson Avenue. The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$938,000 and a Materials Bond in the amount of \$469,000. The bonds will guarantee construction of the new public streets and improvements.

The Final Map for Tract 8462 also vacates a 10-foot wide landscape easement at the southwest corner of Lot 21 on Robertson Avenue originally dedicated with the previous subdivision, Tract 7145. The landscape easement is no longer needed. In accordance with Section 66434(g) of the Subdivision Map Act, the filing of Final Map Tract 8462 will constitute abandonment of the public easement.

The Final Map for Tract 8462 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8462 and the Conditions of Approval, and is now ready for City Council approval. Recording of the Final Map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

Financial Impact – The estimated annual maintenance cost of the public street improvements associated with Tract 8462 is \$4,100 for street lights, street sweeping and pavement maintenance.

Attachments – Final Map; Subdivision Improvement Agreement; Resolution

Action – Staff recommends that the City Council, by resolution, approve the Final Map and Subdivision Improvement Agreement for Tract 8462 – Pomegranate (D.R. Horton Bay, Inc.), a 21-lot residential subdivision at 6179 Robertson Avenue.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL MAP AND
SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT
8462 – POMEGRANATE (D.R. HORTON BAY, INC.), A 21-
LOT RESIDENTIAL SUBDIVISION AT 6179 ROBERTSON
AVENUE

WHEREAS, on February 28, 2019, with Resolution No. 10,898, the City Council of the City of Newark approved Vesting Tentative Tract Map 8462, a 21-lot residential subdivision on an approximately 4.0-acre project site at 6179 Robertson Avenue; and

WHEREAS, City staff and the City Engineer have reviewed the submissions of the subdivider, including the proposed Final Map, and have found that all conditions of approval for the Vesting Tentative Map have been satisfied, with the exception of the completion of required public improvements; and

WHEREAS, the subdivider wishes to enter into a Subdivision Improvement Agreement and record the Final Map. The Subdivision Improvement Agreement will require the subdivider to complete the public improvements in a timely manner, and the improvements will be subject to a security as required by the Subdivision Improvement Agreement; and

WHEREAS, upon completion of all improvements, the City will accept the improvements and accept all offers of dedication of public right-of-way at that time.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the final map and improvement plans for Tract 8462, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute a Subdivision Improvement Agreement between the City of Newark and D.R. Horton Bay, Inc., for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept, subject to improvement, all parcels of land offered for public use in conformity with the terms of offer of dedication as shown on the final map for Tract 8462.

BE IT FURTHER RESOLVED that the existing 10-foot wide landscape easement at the southwest corner of Lot 21 on Robertson Avenue, as shown on the final map for Tract 8462, is hereby vacated and abandoned.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$938,000 and the Materials Bond in the amount of \$469,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the final map and final approval for the start of construction activity for Tract 8462, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

TRACT 8462
POMEGRANATE AVENUE
 CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 6 SHEETS

BEING A SUBDIVISION OF RESULTANT PARCEL 2 OF LLA 2019-003
 (DOC NO. 2019262180, RESULTANT PARCEL 1 OF LLA 2019-004 (DOC NO.
 20192622186, RESULTANT PARCEL 2 OF LLA 2019-005 (DOC NO.
 2019262192, AND PARCEL ONE AS DESCRIBED IN DOC. NO. 2017258343,
 ALL OF ALAMEDA COUNTY RECORDS



CIVIL ENGINEERS

SAN RAMON (925) 866-0322
 SACRAMENTO (916) 375-1877
 WWW.CBANDG.COM

SURVEYORS PLANNERS

AUGUST 2020

OWNER'S STATEMENT

WE, THE UNDERSIGNED, D.R. HORTON BAY, INC., A DELAWARE CORPORATION, DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE EMBODIED MAP ENTITLED "TRACT 8462, POMEGRANATE AVENUE, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SIX (6) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT GRANT DEED RECORDED DECEMBER 20, 2019 IN DOCUMENT NUMBER 2019262196 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES:

THE AREAS DEDICATED AS ROBERTSON AVENUE STREET DEDICATION, HONEYSUCKLE DRIVE STREET DEDICATION AND POMEGRANATE AVENUE STREET DEDICATION.

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION AS EASEMENTS FOR PUBLIC PURPOSES:

AN EASEMENT FOR PUBLIC UTILITY PURPOSES, THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PRIVATE PURPOSES AND IS NOT DEDICATED TO THE PUBLIC:

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) ARE RESERVED FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND APPURTENANCES AND SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT STORM DRAIN SYSTEMS AND APPURTENANCES THERETO. SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8462.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 3409-6132553 DATED APRIL 17, 2020, PREPARED BY FIRST AMERICAN TITLE COMPANY.

AS OWNER: D.R. HORTON BAY, INC., A DELAWARE CORPORATION

BY: Julie A. Nebozuk
 NAME(PRINT): Julie A. Nebozuk
 TITLE: Asst. Secretary
 DATE: 8-19-20

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California SS.
 COUNTY OF Alameda

ON August 19, 2020, BEFORE ME, Denise L. Cristiano
 NOTARY PUBLIC, PERSONALLY APPEARED Julie Nebozuk, WHO
 PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
 NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
 HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT
 BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
 BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF California THAT
 THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: Denise L. Cristiano

NAME (PRINT): Denise L. Cristiano

PRINCIPAL COUNTY OF BUSINESS: Alameda

MY COMMISSION NUMBER: 2270373

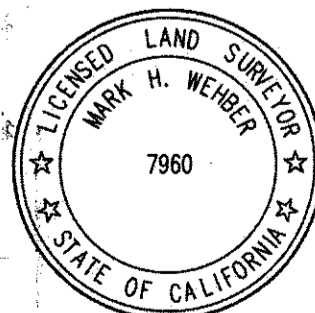
MY COMMISSION EXPIRES: December 9, 2022

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF D.R. HORTON, INC. ON OCTOBER 8, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE GROSS AREA WITHIN THE TRACT IS 4.04 ACRES, MORE OR LESS.

Mark H. Wehber

MARK H. WEHBER, P.L.S.
 L.S. NO. 7960



8/14/2020
 DATE

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

- AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 2020.

Anika Campbell-Belton
 ANIKA CAMPBELL-BELTON
 CLERK OF THE BOARD OF SUPERVISORS
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
 DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 2020, AT _____ M.
 IN BOOK _____ OF MAPS, AT PAGES _____, UNDER SERIES NO. _____ AT THE
 REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF
 ALAMEDA, STATE OF CALIFORNIA.

FEE: _____ PD.

Melissa Wilk
 MELISSA WILK
 COUNTY RECORDER IN AND FOR THE COUNTY
 OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
 DEPUTY COUNTY RECORDER

TRACT 8462
POMEGRANATE AVENUE
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 6 SHEETS

BEING A SUBDIVISION OF RESULTANT PARCEL 2 OF LLA 2019-003
(DOC NO. 2019262180, RESULTANT PARCEL 1 OF LLA 2019-004 (DOC NO.
20192622186, RESULTANT PARCEL 2 OF LLA 2019-005 (DOC NO.
2019262192, AND PARCEL ONE AS DESCRIBED IN DOC. NO. 2017258343,
ALL OF ALAMEDA COUNTY RECORDS



CIVIL ENGINEERS

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SACRAMENTO ■ (916) 375-1877
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■ SURVEYORS ■ PLANNERS

AUGUST 2020

SOILS REPORT

A SOILS REPORT WAS PREPARED BY ENCEO INC., DATED NOVEMBER 1, 2019, PROJECT NO. 14335.001.000, SIGNED BY JEFF FIPPIN AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8462, POMEGRANATE AVENUE, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SIX (6) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE ____ DAY OF _____, 2020, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, SUBJECT TO IMPROVEMENT, FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

SAID COUNCIL ALSO, PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, DOES HEREBY ABANDON AND VACATE IN ITS ENTIRETY THE FOLLOWING:

1. ALL OF THE 10' WIDE LANDSCAPE EASEMENT DEDICATED OVER LOT 11 OF TRACT 7145, FILED IN BOOK 251 OF MAPS, AT PAGES 72-75, ALAMEDA COUNTY RECORDS

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2020.

SHEILA HARRINGTON
CITY CLERK AND CLERK OF THE COUNCIL OF THE
CITY OF NEWARK, COUNTY OF ALAMEDA, CALIFORNIA

CITY ENGINEER'S STATEMENT

I, SOREN FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8462, POMEGRANATE AVENUE, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SIX (6) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2020.

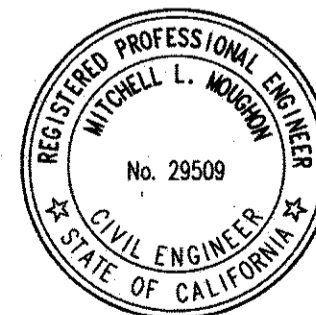
SOREN ERIC FAJEAU, PE 66454
REGISTRATION EXPIRES: JUNE 30, 2022
CITY ENGINEER FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA



I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(d)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8462, POMEGRANATE AVENUE, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SIX (6) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2020.

MITCHELL L. MOUGHON, RCE 29509
REGISTRATION EXPIRES: MARCH 31, 2021
SPECIAL ASSISTANT FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA



TRACT 8462

POMEGRANATE AVENUE

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 6 SHEETS

BEING A SUBDIVISION OF RESULTANT PARCEL 2 OF LLA 2019-003 (DOC NO. 2019262180), RESULTANT PARCEL 1 OF LLA 2019-004 (DOC NO. 2019262186), RESULTANT PARCEL 2 OF LLA 2019-005 (DOC NO. 2019262192), AND PARCEL ONE AS DESCRIBED IN DOC. NO. 2017258343, ALL OF ALAMEDA COUNTY RECORDS



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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 50' AUGUST 2020



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF ROBERTSON AVENUE, BEING N32°59'28"E PER TRACT 7145 (251 M 72) AND TRACT 2633 (50 M 22)

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY
	EXISTING LOT LINE
	EXISTING EASEMENT
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
EX	EXISTING
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT

NOTES:

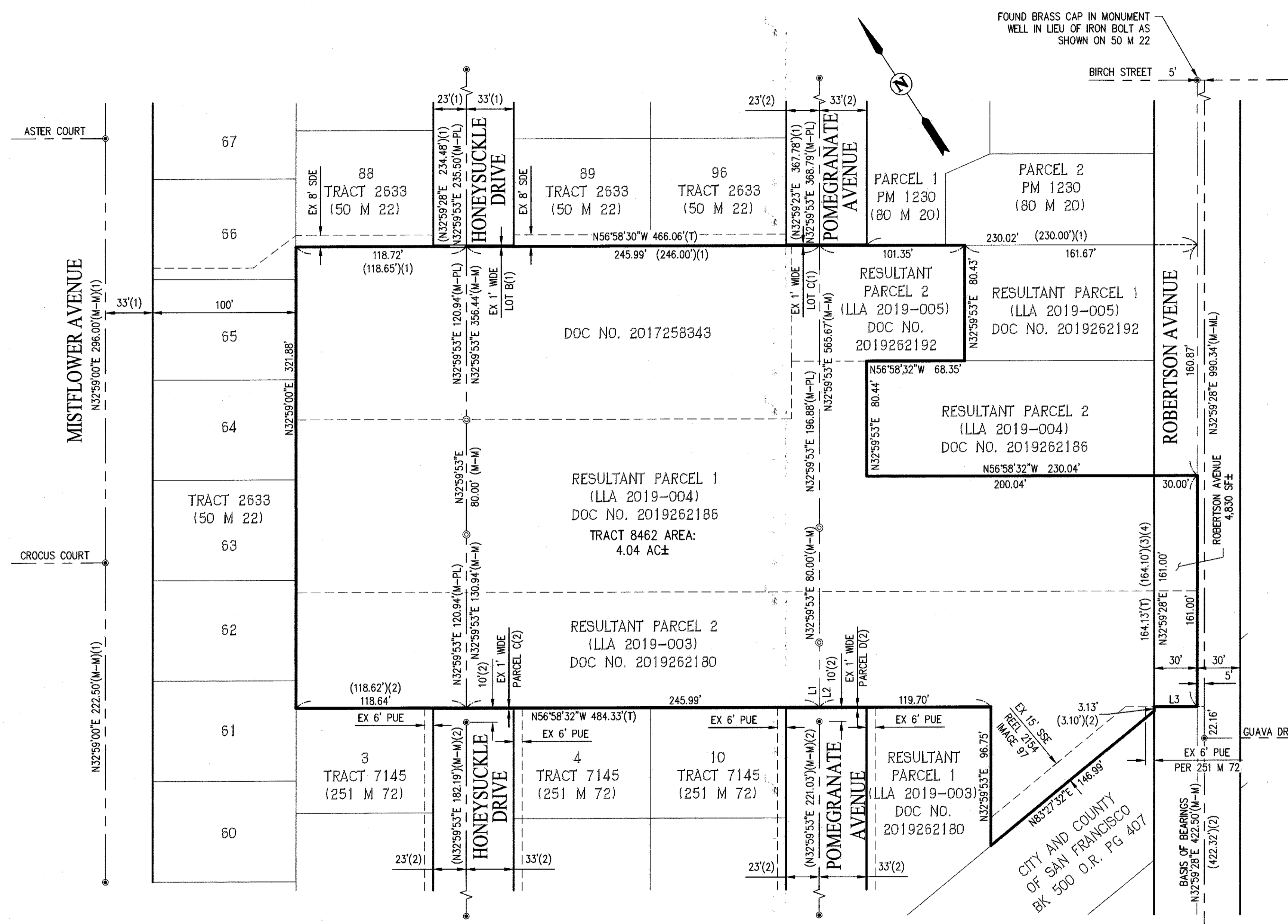
1. DEDICATED PUBLIC STREETS AND PUBLIC EASEMENTS ARE SHOWN ON OTHER SHEETS.
2. DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF, AND ARE GROUND LEVEL DISTANCES.
3. MONUMENT TIES ARE PERPENDICULAR TO MONUMENT LINES UNLESS OTHERWISE NOTED.
4. BEARINGS AND DISTANCES MATCH RECORD DATA UNLESS OTHERWISE NOTED.

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
 (1) TRACT 2633 (50 M 22)
 (2) TRACT 7145 (251 M 72)
 (3) LLA 2019-003 (DOC NO. 2019262180)
 (4) LLA 2019-004 (DOC NO. 2019262186)
 (5) LLA 2019-005 (DOC NO. 2019262192)

TRACT 8462

SHEET 3 OF 6



FOUND BRASS CAP IN MONUMENT WELL IN LIEU OF IRON BOLT AS SHOWN ON 50 M 22

ABANDONMENT NOTE

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY WITHIN THE BOUNDARIES OF THIS MAP:

1. ALL OF THE 10' WIDE LANDSCAPE EASEMENT DEDICATED OVER LOT 11 OF TRACT 7145, FILED IN BOOK 251 OF MAPS, AT PAGES 72-75, ALAMEDA COUNTY RECORDS

LINE TABLE		
NO	BEARING	LENGTH
L1	N32°59'53"E	55.00' (M-M)
L2	N32°59'53"E	45.00' (M-PL)
L3	N56°58'32"W	30.00'

TRACT 8462

POMEGRANATE AVENUE

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 6 SHEETS

BEING A SUBDIVISION OF RESULTANT PARCEL 2 OF LLA 2019-003 (DOC NO. 2019262180, RESULTANT PARCEL 1 OF LLA 2019-004 (DOC NO. 20192622186, RESULTANT PARCEL 2 OF LLA 2019-005 (DOC NO. 2019262192, AND PARCEL ONE AS DESCRIBED IN DOC. NO. 2017258343, ALL OF ALAMEDA COUNTY RECORDS



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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 40' AUGUST 2020



BASIS OF BEARINGS:

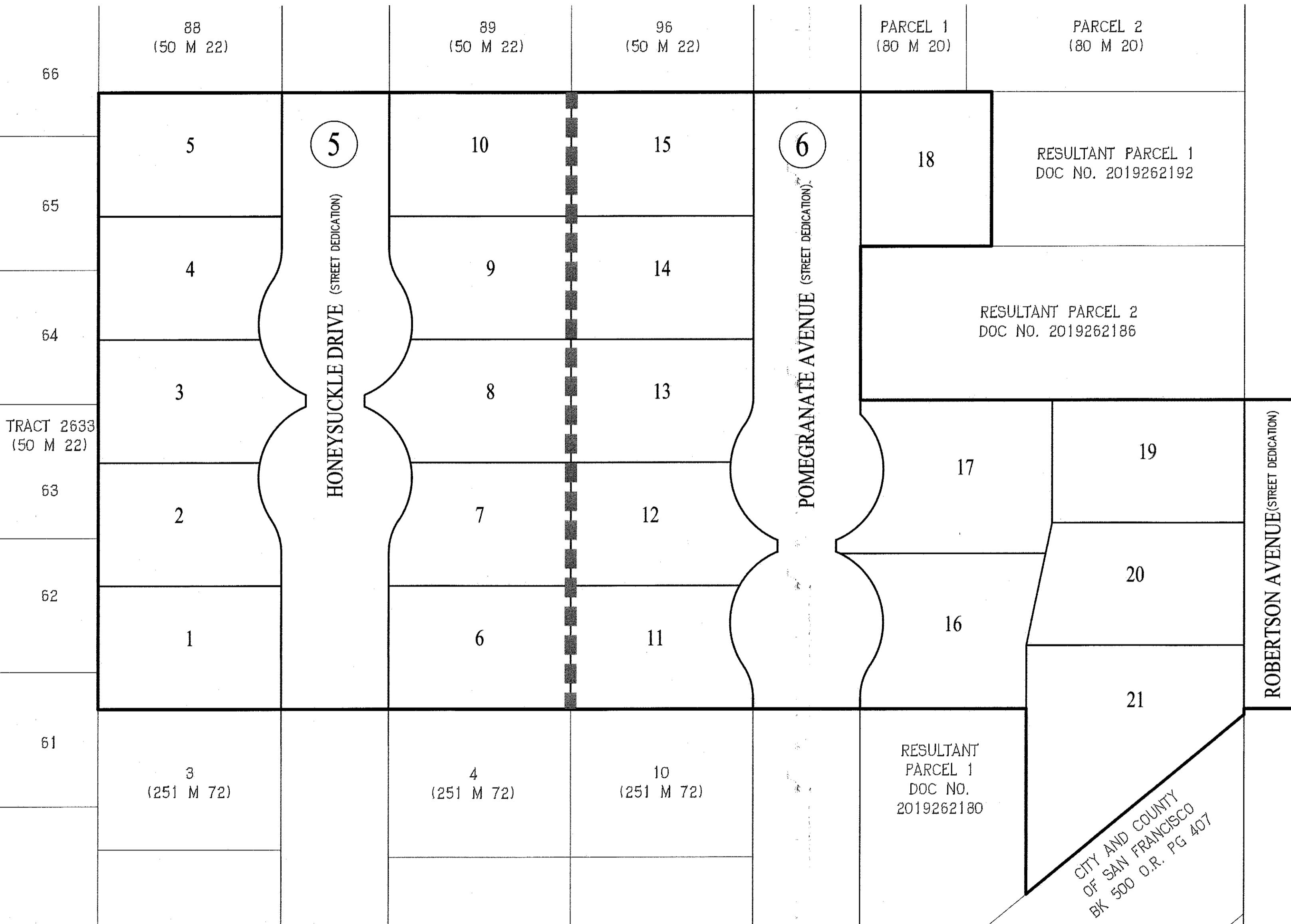
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF ROBERTSON AVENUE, BEING N32°59'28"E PER TRACT 7145 (251 M 72) AND TRACT 2633 (50 M 22)

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY
	EXISTING LOT LINE
	EXISTING EASEMENT
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
EX	EXISTING
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
	SHEET LIMIT
(5)	SHEET NUMBER

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 2633 (50 M 22)
- (2) TRACT 7145 (251 M 72)
- (3) LLA 2019-003 (DOC NO. 2019262180)
- (4) LLA 2019-004 (DOC NO. 2019262186)
- (5) LLA 2019-005 (DOC NO. 2019262192)



NOTES:

1. DEDICATED PUBLIC STREETS AND PUBLIC EASEMENTS ARE SHOWN ON OTHER SHEETS.
2. DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF, AND ARE GROUND LEVEL DISTANCES.
3. MONUMENT TIES ARE PERPENDICULAR TO MONUMENT LINES UNLESS OTHERWISE NOTED.

TRACT 8462

SHEET 4 OF 6

TRACT 8462

POMEGRANATE AVENUE

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 6 SHEETS

BEING A SUBDIVISION OF RESULTANT PARCEL 2 OF LLA 2019-003 (DOC NO. 2019262180, RESULTANT PARCEL 1 OF LLA 2019-004 (DOC NO. 20192622186, RESULTANT PARCEL 2 OF LLA 2019-005 (DOC NO. 2019262192, AND PARCEL ONE AS DESCRIBED IN DOC. NO. 2017258343, ALL OF ALAMEDA COUNTY RECORDS



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SACRAMENTO (916) 375-1877
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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 30' AUGUST 2020



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF ROBERTSON AVENUE, BEING N32°59'28"E PER TRACT 7145 (251 M 72) AND TRACT 2633 (50 M 22)

LEGEND

—	SUBDIVISION BOUNDARY LINE
—	RIGHT OF WAY LINE
—	EXISTING RIGHT OF WAY
—	EXISTING LOT LINE
—	EXISTING EASEMENT
—	LOT LINE
—	EASEMENT LINE
—	CENTERLINE
—	MONUMENT LINE
—	TIE LINE

(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
EX	EXISTING
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SDE	STORM DRAIN EASEMENT
—	SANITARY SEWER EASEMENT

NOTES:

- DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF, AND ARE GROUND LEVEL DISTANCES.
- MONUMENT TIES ARE PERPENDICULAR TO MONUMENT LINES UNLESS OTHERWISE NOTED.

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- TRACT 2633 (50 M 22)
 - TRACT 7145 (251 M 72)
 - LLA 2019-003 (DOC NO. 2019262180)
 - LLA 2019-004 (DOC NO. 2019262186)
 - LLA 2019-005 (DOC NO. 2019262192)

TRACT 8462

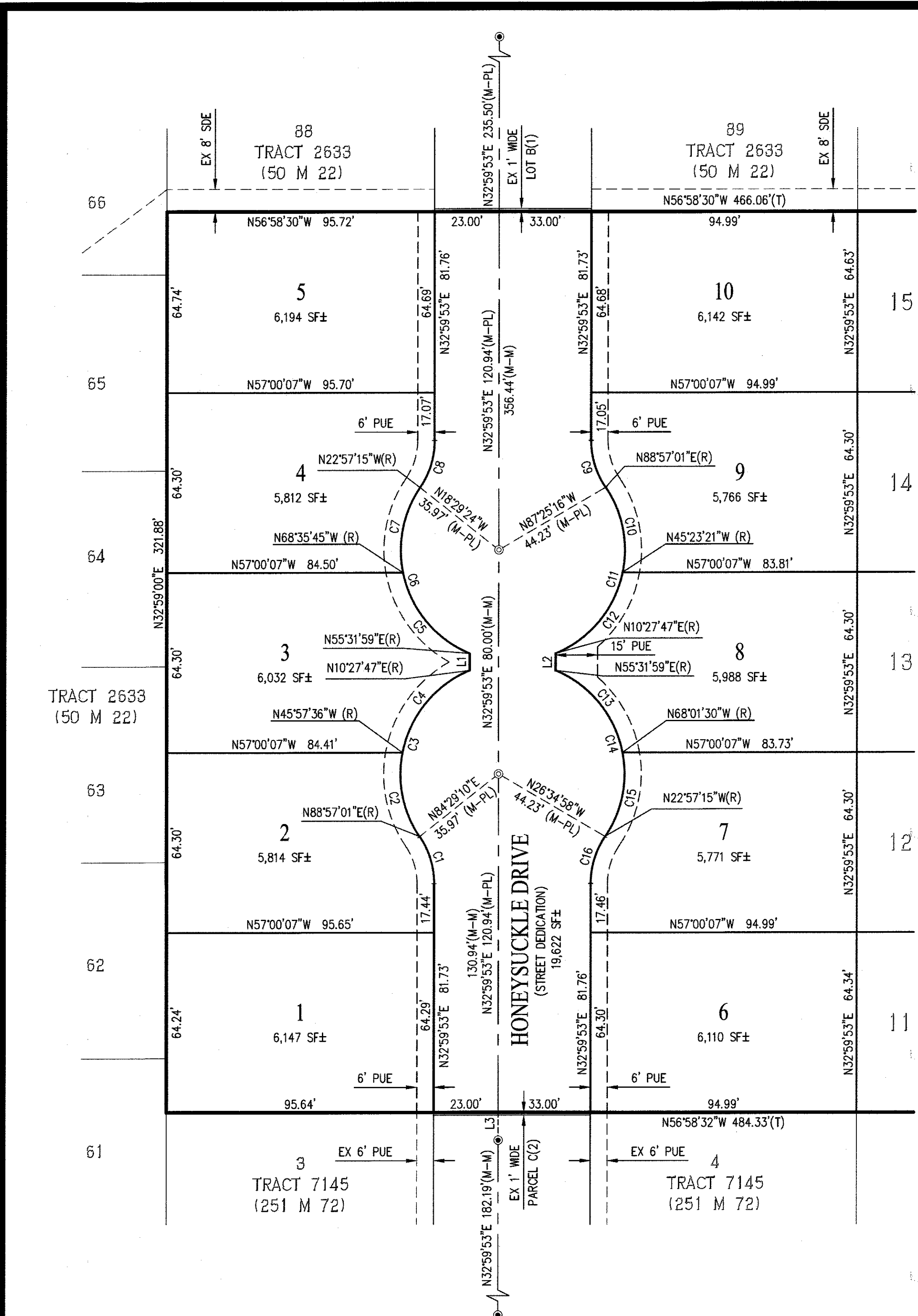
SHEET 5 OF 6

NO	BEARING	LENGTH
L1	N32°59'53"E	6.11'
L2	N32°59'53"E	6.11'
L3	N32°59'53"E	10.00'

(M-PL)

NO	RADIUS	DELTA	LENGTH
C1	30.00'	34°02'52"	17.83'
C2	40.00'	45°05'23"	31.48'
C3	40.00'	101°30'46"	70.87'
C4	40.00'	56°25'23"	39.39'
C5	40.00'	55°52'16"	39.01'
C6	40.00'	101°30'46"	70.87'
C7	40.00'	45°38'30"	31.86'
C8	30.00'	34°02'52"	17.83'
C9	30.00'	34°02'52"	17.83'
C10	40.00'	45°39'38"	31.88'
C11	40.00'	101°30'46"	70.87'
C12	40.00'	55°51'08"	38.99'
C13	40.00'	56°26'31"	39.40'
C14	40.00'	101°30'46"	70.87'
C15	40.00'	45°04'15"	31.47'
C16	30.00'	34°02'52"	17.83'

SEE SHEET 6



TRACT 8462

POMEGRANATE AVENUE

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 6 SHEETS

BEING A SUBDIVISION OF RESULTANT PARCEL 2 OF LLA 2019-003 (DOC NO. 2019262180, RESULTANT PARCEL 1 OF LLA 2019-004 (DOC NO. 20192622186, RESULTANT PARCEL 2 OF LLA 2019-005 (DOC NO. 2019262192, AND PARCEL ONE AS DESCRIBED IN DOC. NO. 2017258343, ALL OF ALAMEDA COUNTY RECORDS



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 30' AUGUST 2020



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF ROBERTSON AVENUE, BEING N32°59'28"E PER TRACT 7145 (251 M 72) AND TRACT 2633 (50 M 22)

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY
	EXISTING LOT LINE
	EXISTING EASEMENT
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
EX	EXISTING
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT

NOTES:

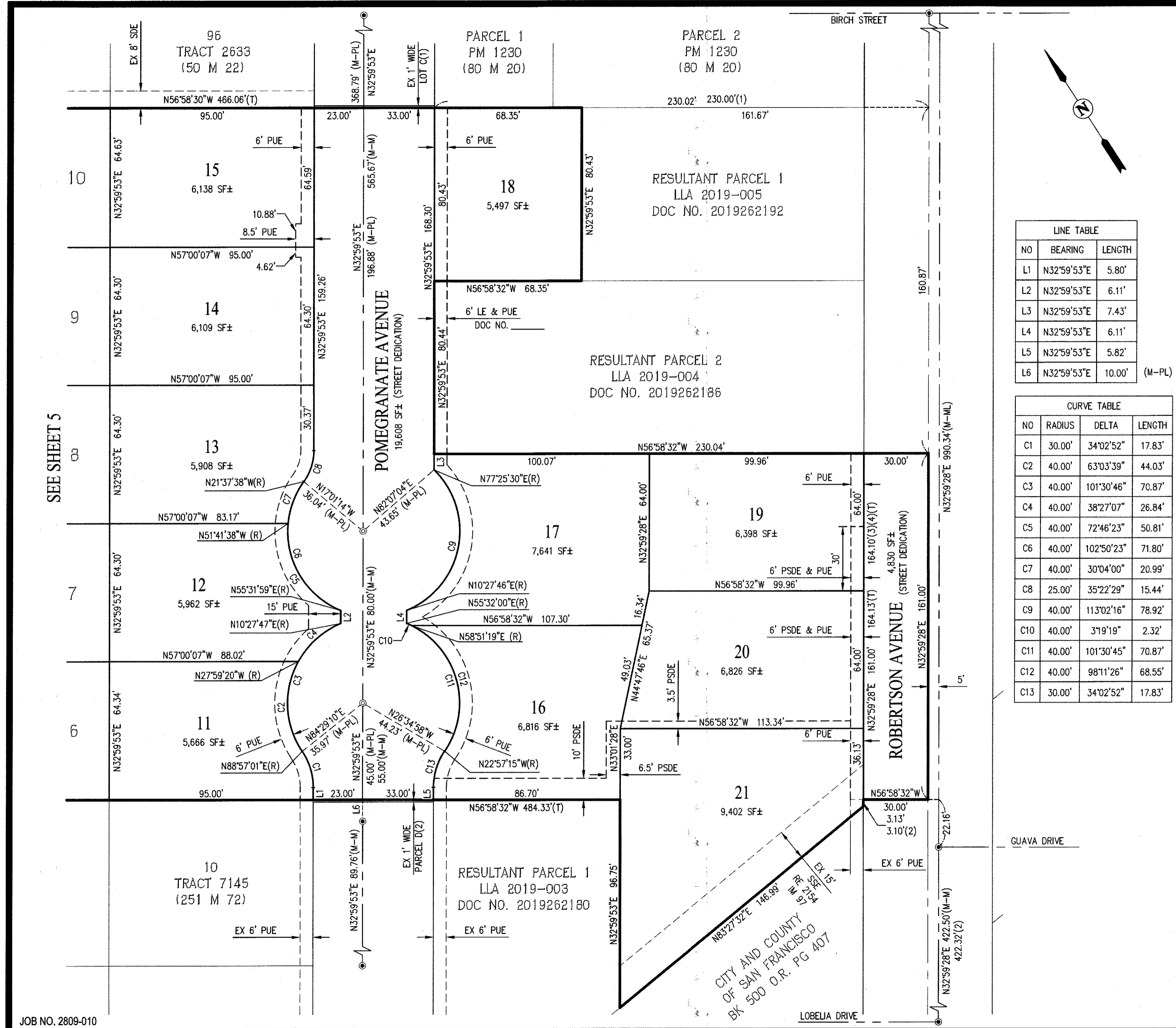
- DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF, AND ARE GROUND LEVEL DISTANCES.
- MONUMENT TIES ARE PERPENDICULAR TO MONUMENT LINES UNLESS OTHERWISE NOTED.

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- TRACT 2633 (50 M 22)
 - TRACT 7145 (251 M 72)
 - LLA 2019-003 (DOC NO. 2019262180)
 - LLA 2019-004 (DOC NO. 2019262186)
 - LLA 2019-005 (DOC NO. 2019262192)

TRACT 8462

SHEET 6 OF 6



LINE TABLE

NO	BEARING	LENGTH
L1	N32°59'53"E	5.80'
L2	N32°59'53"E	6.11'
L3	N32°59'53"E	7.43'
L4	N32°59'53"E	6.11'
L5	N32°59'53"E	5.82'
L6	N32°59'53"E	10.00'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	30.00'	34°02'52"	17.83'
C2	40.00'	63°03'39"	44.03'
C3	40.00'	101°30'46"	70.87'
C4	40.00'	38°27'07"	26.84'
C5	40.00'	72°46'23"	50.81'
C6	40.00'	102°50'23"	71.80'
C7	40.00'	30°04'00"	20.99'
C8	25.00'	35°22'29"	15.44'
C9	40.00'	113°02'16"	78.92'
C10	40.00'	3°19'19"	2.32'
C11	40.00'	101°30'45"	70.87'
C12	40.00'	98°11'26"	68.55'
C13	30.00'	34°02'52"	17.83'

CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and D.R. HORTON BAY, INC., a Delaware Corporation (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

RECITALS

- A.** In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8462 at 6147 Robertson Avenue, Newark (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map 8462". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.
- D.** Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include _____ (_____) sheets of improvement plans titled "Pomegranate Avenue Tract 8462 Improvement Plans," approved by the City Engineer on _____. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter "Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

Developer's sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.

2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
3. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **IMPROVEMENT SECURITY.** The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City's acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:
 - 4(a). **Faithful Performance.** Performance Bonds in the amount of \$938,000.00 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
 - 4(b). **Labor and Material.** Materials Bonds in the amount of \$469,000.00 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
 - 4(c). **Warranty.** Performance Bonds in the amount of \$93,800.00 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
5. **BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

6. INSURANCE. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

6(a). Minimum Insurance Levels. Developer shall maintain insurance at the following minimum levels:

6(a)(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$5,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

6(a)(2). Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

6(a)(3). Workers’ Compensation coverage as required by the State of California.

6(b). 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 any Insurance policy or proceeds available to the named Insured; whichever is greater.

6(c). Endorsements. The insurance policies shall be endorsed as follows:

6(c)(1). For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents)

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

6(c)(2). Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

6(c)(3). Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

6(c)(4). Maintenance of proper insurance coverage in conformity with this Section 6 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.

6(d). Qualifications of Insurers. All insurance companies providing coverage to Developer 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, and shall have an A.M Best's rating of not less than "A:VII."

7. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4290, and Developer shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. INDEMNIFICATION. To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).

9. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

9(a). Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

9(b). Schedule of Work. Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer’s prosecution of the Work.

9(c). Completion of Work. The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City’s execution of this Agreement.

10. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

11. DEFAULT. If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11(a)(2). The Developer abandons the Project site.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

11(a)(3). The Developer fails to perform one or more requirements of this Agreement.

11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11(a)(5). The Developer violates any legal requirement related to the Work.

11(b). In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11(b)(1). Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.

11(b)(2). Demand the Developer to complete performance of the Work.

11(b)(3). Demand the Developer's surety (if any) to complete performance of the Work.

- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.
- 13. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
- 14. RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
- 15. CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.

16. **NONDISCRIMINATION.** Developer 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. Developer 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, or sex.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Newark
Attn: City Engineer
37101 Newark Boulevard
Newark, CA 94560

To: D.R. Horton Bay, Inc.
Attn: Ashley Munce
6683 Owens Drive
Pleasanton, CA 94588

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **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.
20. **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

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

filed and heard in a court of competent jurisdiction in the County of Alameda.

- 21. 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.
- 22. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 23. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 24. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 25. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 26. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. 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.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8462**

27. 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 the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

D.R HORTON, BAY. INC.
a Delaware Corporation

CITY OF NEWARK,
a municipal corporation

By: 
Julie Nebozok, Asst. Secretary

By: _____
Alan L. Nagy, Mayor

ATTEST:

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

Kristopher Kokotaylo, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of Alameda)

On August 17th, 2020 before me, Dominique Van Kesteren
(insert name and title of the officer)

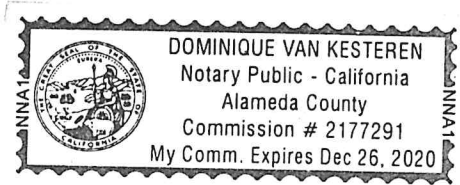
personally appeared Julie A. Nebozuk,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



SUBDIVISION
PERFORMANCE BOND

Bond No. 30106594

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, D.R. HORTON BAY, INC., a Delaware Corporation, as Principal, hereinafter called the "CONTRACTOR", and The Continental Insurance Company, as Surety, are held and firmly bound unto CITY OF NEWARK, State of California in the sum of Nine Hundred Thirty Eight Thousand (\$938,000.00) Dollars, lawful money of the United States of America for the payment of which sum, well and truly, to be made to said City of Newark, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of August, 2020

The condition of the above obligation is such that whereas, the above named Contractor entered into an agreement of even date herewith, with the said City of Newark, State of California, by the terms and conditions of which said agreement, said Contractor agrees to: dedicate and improve Tract 8462, City of Newark, Alameda County, including portions of Honeysuckle Drive, Pomegranate Avenue, and Robertson Avenue, and all associated improvements, and furnish all the work and material necessary therefor, in accordance with the plans and specifications now on file in the Office of the City Clerk and the City Engineer, as will more fully appear by reference to the said agreement, which said agreement is hereunto annexed and made a part hereof;

NOW THEREFORE, if the above named Contractor shall well and truly carry out, execute and perform all things by them to be carried out, executed and performed, according to the terms and conditions of said agreement, then this obligation shall become null and void; otherwise to remain in full force and effect.

No alteration of any provisions of said agreement or in said plan and/or specifications, agreed to between the said contractor and the said First Party, shall operate to relieve any surety or sureties from liability on this Bond, and consent to make such alterations without further notice to, or consent by, such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

CONTRACTOR:

D.R. HORTON BAY, INC.,
a Delaware Corporation

By: Julie A. Nebozuk
Its: Julie A. Nebozuk, Asst. Secretary and Forward Planning Manager

Date: 8-19-20

SURETY:

The Continental Insurance Company

By: [Signature]

Its: James I. Moore, Attorney-in-Fact

Date: August 13, 2020

SURETY: The Continental Insurance Company

Office Address: 801 Warrenville Road, Suite 700

City Lisle State IL Zip 60532

Phone: (630) 719-3000

SURETY AGENT: HUB International Limited

Home Office Address: 1411 Opus Place, Suite 450

City Downers Grove State IL Zip 60515

Phone: (630) 468-5600

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Amy Wickett, Diane M Rubright, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.

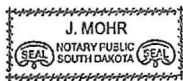


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13th day of August, 2020.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Form F6850-4/2012

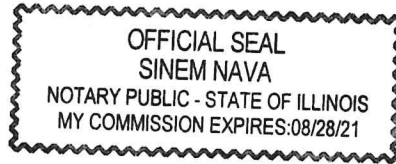
State of Illinois }
 } ss.
County of DuPage }

On August 13, 2020, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021


Sinem Nava, Notary Public



Commission No. 859777

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On Aug. 19, 2020 before me, I. S. Huynh,
Date Here Insert Name and Title of the Officer
personally appeared Julie A. Nebozuk
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature I. S. Huynh
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SUBDIVISION
MATERIALS BOND

Bond No. 30106594

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, D.R. HORTON BAY, INC., a Delaware Corporation, as Principal, hereinafter called the "CONTRACTOR", has this day, entered into an agreement with the City of Newark, State of California, to dedicate and improve Tract 8462, City of Newark, Alameda County, including portions of Honeysuckle Drive, Pomegranate Avenue, and Robertson Avenue, and all associated improvements as per the plans and specifications thereof now on file in the office of the City Clerk and the City Engineer of Newark, and to perform all the work and furnish all materials, in accordance with the specifications therefor, as is more fully set forth in said agreement, which said agreement is hereunto annexed and made a part hereof; and

WHEREAS, Chapter 3 of Division 5 of Title 1 of the Government Code of the State of California and Acts amendatory thereof, require such contractors to file with the body by whom such agreement was awarded a good and sufficient bond to secure the claims to which reference is made in said Code and these presents.

WITNESSETH: That the said Contractor and The Continental Insurance Company as Surety, are held and firmly bound unto all material men who may furnish material or supplies to the said Contractor, for the said work contracted to be done, and all mechanics and laborers who may perform work and labor of any kind or nature and for amounts due under the Unemployment Insurance Act of the State of California with respect to such work or labor in the sum of Four Hundred Sixty Nine Thousand (\$469,000.00) Dollars, lawful money of the United States of America, being not less than one half of the total amount payable by the terms of said agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this 13th day of August, 2020.

The condition of the above obligation is such that if the said Contractor in said agreement, or his subcontractor, shall fail to pay for any materials, provisions, prevender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for any amounts due under the Unemployment Insurance Act

of the State of California with respect to such work or labor, the said surety will pay the same, in an amount not to exceed said sum hereinbefore specified and, also in case suit is brought upon such bond, a reasonable attorney's fee, to be fixed by the Court, provided that said claim or claims shall be filed and proceedings had, regarding the same, as provided for by the terms of said Code; otherwise this bond shall be null and void.

No alteration of any provision of said agreement or in said plans or specifications agreed to between the said Contractor and the said first party shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

CONTRACTOR:

D.R. HORTON BAY, INC.,
a Delaware Corporation

By: Julie A. Nebozuk

Its: Julie A. Nebozuk, Asst. Secretary and Forward Planning Manager

Date: 8-19-20

SURETY:

The Continental Insurance Company

By: [Signature]

Its: James I. Moore, Attorney-in-Fact

Date: August 13, 2020

SURETY: The Continental Insurance Company

Office Address: 801 Warrenville Road, Suite 700

City Lisle State IL Zip 60532

Phone: (630) 719-3000

SURETY AGENT: HUB International Limited

Home Office Address: 1411 Opus Place, Suite 450

City Downers Grove State IL Zip 60515

Phone: (630) 468-5600

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Amy Wickett, Diane M Rubright, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.



The Continental Insurance Company

Paul T. Bruffat
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13th day of August, 2020.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Form F6850-4/2012

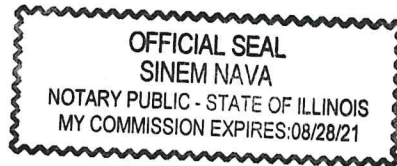
State of Illinois }
 } ss.
County of DuPage }

On August 13, 2020, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava
Sinem Nava, Notary Public



Commission No. 859777

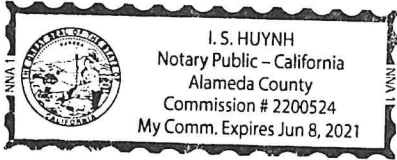
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On Aug. 19, 2020 before me, I.S. Huynh,
Date Here Insert Name and Title of the Officer
personally appeared Julie A. Nebozuk
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature I.S. Huynh
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

D.5 Report on administrative actions during August recess – from City Manager Benoun. (MOTION)

Background/Discussion – At the July 9, 2020, meeting the City Council adopted Resolution No. 11,105 authorizing the City Manager, or Acting City Manager, to act on certain administrative matters, which should not be deferred until the next regularly scheduled meeting of the City Council. The City Council also directed the City Manager to report to the City Council after the recess on all such actions.

Administrative matters on which action was taken during the recess are noted in Exhibit A.

Attachment – Exhibit A

Action - It is recommended that the City Council, by motion, affirm the City Manager’s, or Acting City Manager’s, action on the matters listed in Exhibit A.

Exhibit A

Date	Subject	Contract Number (if applicable)
8/17/20	All City Management Services, Inc. – crossing guard services	C20047
8/20/20	Approval of a grant of easement with PG&E for right-of-way access for the new Civic Center, Project 1188	
8/26/20	Sun Ridge Systems Software Support Services Agreement, annual renewal for a computer aided dispatch/records management and mobile software system	C13013
8/28/20	Acceptance of work with Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231	C20008
8/28/20	Contractual Services Agreement with EMC Planning Group Inc. for implementation of the NewPark Place Specific Plan	C20051



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August 18, 2020 and is between the CITY OF NEWARK (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2020 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Newark.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws and codes of the State of California and the City of Newark.
7. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Newark in which the Services (as defined below) are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. **INSURANCE.** Contractor 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 Contractor, his agents, representatives, subcontractors, or employees.

A. Verification of Coverage.

Contractor 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. Contractor 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 Contractor 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

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.

Contractor shall maintain limits no less than:

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

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) Contractor 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 Contractor changes insurance carriers Contractor 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 Contractor changes to a new carrier.

F. Wasting Policies.

No policy required by this Section 10 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 Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor 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 Contractor 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 Contractor; including materials, parts or equipment furnished in connection with such work or operations.
2. Primary Coverage. For any claims related to Services, Contractor'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 Contractor's insurance and shall not be contribute with it. Contractor'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. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subcontractor. All coverages for subcontractors 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 Contractor for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this Section 10 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".

11. **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, Contractor shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Contractor shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Contractor's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

12. **INDEMNIFICATION/SAVE HARMLESS**. To the fullest extent permitted by law, the Contractor 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 Contractor's performance of Services, or any negligent or wrongful act or omission of Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of an indemnified party, Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City (such approval not to be unreasonably withheld or conditioned) immediately upon tender to Contractor 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 negligence or willful misconduct by an indemnified party does not relieve the Contractor 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 Contractor 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 negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs arising from the representation of such independent defense counsel.

The review, acceptance or approval of Contractor's work or work product by any indemnified party shall not affect, relieve or reduce Contractor'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.

Contractor/Subcontractor'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.

13. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
14. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
15. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Forty-nine Cents (**\$27.49**) per hour, per Crossing Guard during the term. Based on a minimum of eight (8) sites and upon a projected (4,320) hours of service the cost shall not exceed One Hundred Eighteen Thousand, Seven Hundred and Fifty-seven Dollars (\$118,757.00) per year, unless Contractor fails to perform service.
16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt. In no event shall the "not to exceed" amount of this Agreement exceed One Hundred Eighteen Thousand, Seven Hundred and Fifty-seven Dollars (\$118,757.00) per year unless amended pursuant to the terms of this Agreement.
18. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party

was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

City of Newark

By

Signature

DAVID S. BENOWN, City Manager
Print Name and Title

Date

8-18-20

CONTRACTOR

All City Management Services, Inc.

By

D. Farwell, Corporate Secretary

Date

07/30/2020




POLICE DEPARTMENT
City of Newark

Gina L. Anderson
Chief of Police

DATE: August 12, 2020

TO: David Benoun, City Manager

FROM: Gina L. Anderson, Chief of Police 

SUBJECT: School Crossing Guard Contract Agreement

The City of Newark has maintained an agreement with All City Management Services (ACMS) for school crossing guards since August 2011. On September 12, 2019, the City Council approved an amendment agreement for the extension of school crossing guard services through June 30, 2020. An updated agreement was sent by ACMS for the 2020-2021 school year for a term which commences on July 1, 2020 and ends June 30, 2021. The City Attorney has reviewed and approved the proposed agreement. Of note, the current hourly rate of \$21.57 will increase by 27.44% to \$27.49.

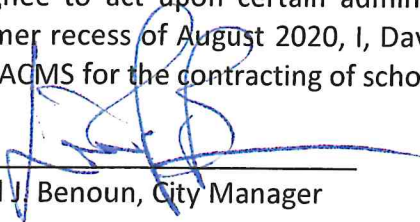
According to ACMS, high staff turnover, part-time laborers being displaced by unaffordable housing costs, competitive wages being offered in similar markets, and tremendous growth in their advertising and recruitment costs over the past several years has resulted in the need to charge significantly higher billing rates. We were made aware of this increase in March 2020, so we were able to include an additional \$22,000 to the 2020-2022 Biennial Budget for this line item. The projected cost of providing school crossing guard services this school year is \$119,000; however, it is anticipated that the school year will begin remotely due to COVID-19 restrictions which will affect the overall cost of providing this service. If we return to in-person learning in some capacity in January 2021, the estimated cost of this program would be approximately \$67,000 at the conclusion of fiscal year 2020-2021.

RECOMMENDATION

Staff recommends that the City Manager sign an agreement with ACMS for the contracting of school crossing guards for the 2020-2021 school year.



Pursuant to Newark Resolution No. 11,105 adopted July 9, 2020, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2020, I, David J. Benoun, hereby authorize the acceptance of an agreement with ACMS for the contracting of school crossing guards for the 2020-2021 school year.



David J. Benoun, City Manager

By

8-19-20

Date





DATE: August 20, 2020
TO: David Benoun, City Manager
FROM: Soren Fajeau, Public Works Director (x4286)
SUBJECT: APPROVAL OF AN AGREEMENT WITH PG&E FOR THE NEW CIVIC CENTER, PROJECT 1188, PURSUANT TO RESOLUTION NO. 11,105

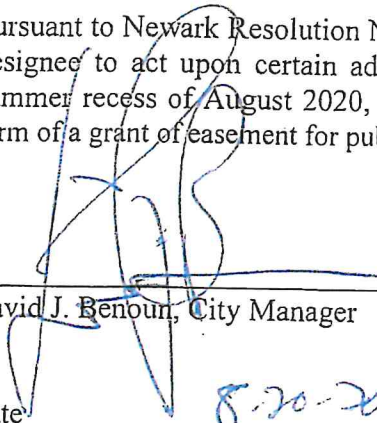
As part of the current New Civic Center, Project 1188, an agreement with Pacific Gas and Electric Company (PG&E) in the form of a grant of easement is necessary to proceed with the next phase of the electrical infrastructure work. Two easements in close proximity to existing public right-of-way on Thornton Avenue are required by PG&E. The easements will provide PG&E with the right of entry to construct, access, inspect and maintain the electrical facilities serving the new library and police buildings that are owned and maintained by PG&E. These easements are defined in a single document (attached). The easement document needs to be recorded in a timely manner in order to maintain the current construction schedule for the project.

Under City Council Resolution No. 11,105 adopted on July 9, 2020, the City Manager, or his authorized designee, is authorized to act upon certain administrative matters during the City Council's meeting recess of August 2020 which should not be deferred until the next regularly scheduled meeting of the City Council on September 10, 2020, including the approval of agreements as needed for budgeted projects and services. All actions taken by the City Manager pursuant to this resolution shall be reported to the City Council after the scheduled recess.

Recommendation

Staff recommends that the City Manager approve an agreement with Pacific Gas and Electric Company (PG&E) in the form of a grant of easement for public utility purposes for the New Civic Center, Project 1188.

Pursuant to Newark Resolution No. 11,105, adopted July 9, 2020, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2020, I, David J. Benoun, hereby approve the agreement with PG&E in the form of a grant of easement for public utility purposes for the New Civic Center, Project 1188.



David J. Benoun, City Manager

Date: 8.20.20

2020208370

08/24/2020 02:48 PM

11 PGS

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$129.00

ELECTRONICALLY RECORDED

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2304-02-10134

EASEMENT DEED

58209454 - Accommodation Recording only

CITY OF NEWARK, a municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Newark, County of Alameda, State of California, described as follows:

(APN 092A-1036-28-07 & APN 092A-1036-033-03)

The two parcels of land one described in the deed from Sam L. Arnold to City of Newark dated January 15, 1990 and recorded as Document No. 1990-013978, Alameda County Records, and the other described and designated PARCEL ONE, PARCEL TWO, PARCEL THREE, and PARCEL FOUR in the deed from Phillip L. B. Scott to City of Newark dated April 30, 2004 and recorded as Document No. 2004-272904.

The easement area is described as follows:

The strips of land described in EXHIBIT "A-1" and EXHIBIT "A-2" and shown on EXHIBIT "B-1" and EXHIBIT "B-1" attached hereto and made a part hereof

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to

the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: August 20, 2020.

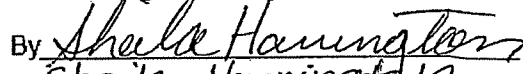
CITY OF NEWARK, a municipal corporation

By: 

Name: David J. Benoun

Title: City Manager

I hereby certify that a resolution was adopted on the 9th day of July, 2020, by the Newark City Council authorizing the foregoing grant of easement.

By: 
Sheila Harrington
City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

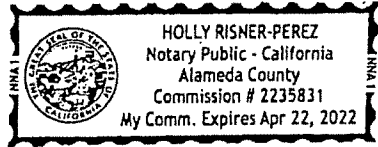
On 8/20/20, before me, Holly Risner-Perez Notary Public,
Insert name
personally appeared David J. Benoun

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT 'A-1'
LEGAL DESCRIPTION
PACIFIC GAS AND ELECTRIC EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 17, 2004 AS INSTRUMENT NO. 2004-272904, OFFICIAL RECORDS OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF NEWARK BOULEVARD AND THORNTON AVENUE, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 1938, FIELD FOR RECORD ON OCTOBER 29, 1976, IN BOOK 91 OF MAPS AT PAGE 99, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE ALONG THE MONUMENT LINE OF THORNTON AVENUE, SOUTH 32° 59' 28" WEST, 39.98 FEET, TO A MONUMENT;

THENCE CONTINUING ALONG SAID MONUMENT LINE, SOUTH 32° 59' 28" WEST, 122.76 FEET;

THENCE LEAVING SAID LINE SOUTH 57° 00' 32" EAST, 9.92 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THORNTON AVENUE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 56° 58' 00" EAST, 85.51 FEET;

THENCE SOUTH 33° 02' 00" WEST, 13.50 FEET;

THENCE NORTH 56° 58' 00" WEST, 14.83 FEET;

THENCE NORTH 33° 02' 00" EAST, 3.06 FEET;

THENCE NORTH 56° 58' 00" WEST, 70.67 FEET;

THENCE NORTH 32° 59' 03" EAST, 10.44 FEET TO THE POINT OF BEGINNING;


CONTAINING 938 SQUARE FEET OR 0.0215 ACRES, MORE OR LESS.

BASIS OF BEARINGS

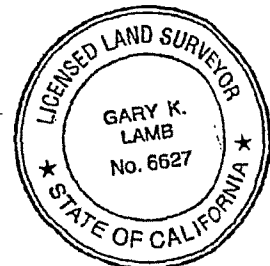
THE BEARING OF NORTH 57° 00' 00" WEST TAKEN ON THE MONUMENT LINE OF NEWARK BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NUMBER 1938 FILED FOR RECORD ON OCTOBER 29, 1976, IN BOOK 91 OF MAPS AT PAGE 99, OFFICIAL RECORDS OF ALAMEDA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

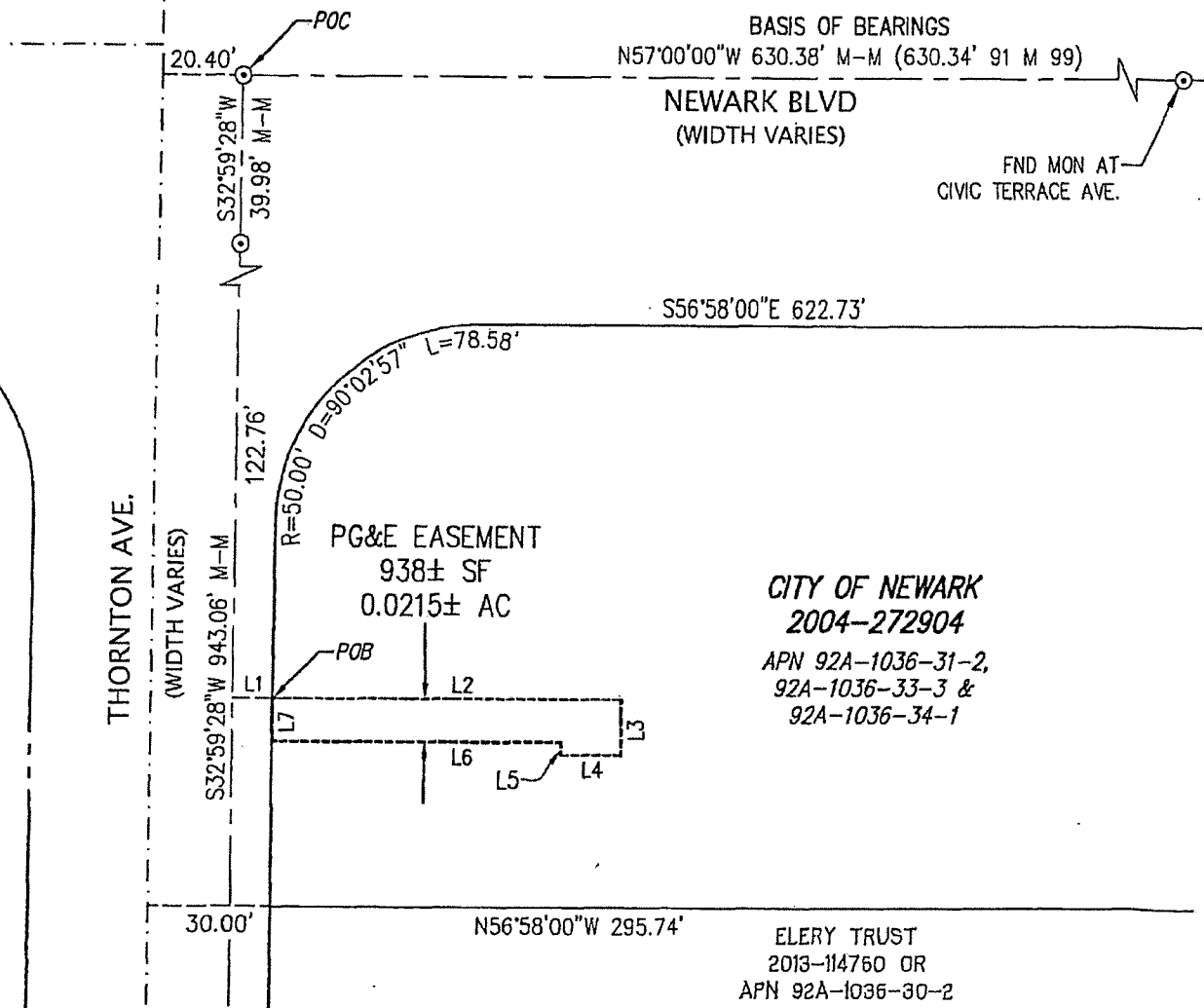
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

08-19-20
DATE



T04S, R02W, SW 1/4 of the SE 1/4 of SECTION 36 M.D.B.&M.

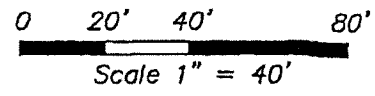


CITY OF NEWARK
2004-272904
 APN 92A-1036-31-2,
 92A-1036-33-3 &
 92A-1036-34-1

ELERY TRUST
 2013-114760 OR
 APN 92A-1036-30-2

LEGEND

- EASEMENT LINE
- PROPERTY LINE
- MONUMENT LINE
- CENTER LINE
- MONUMENT
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PG&E PACIFIC GAS & ELECTRIC COMPANY
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT
 250 Cherry Lane, Suite 108 Phone: (209) 328-1123
 Manteca, CA 95337 www.kierwright.com

EXHIBIT "B-1"
PACIFIC GAS & ELECTRIC
COMPANY EASEMENT
 NEWARK, CALIFORNIA

DATE	AUGUST, 2020
SCALE	1" = 40'
BY	GKL
JOB NO.	A19508-1
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S57°00'32"E	9.62'
L2	S56°58'00"E	85.51'
L3	S33°02'00"W	13.50'
L4	N56°58'00"W	14.83'
L5	N33°02'00"E	3.06'
L6	N56°58'00"W	70.67'
L7	N32°59'03"E	10.44'

BASIS OF BEARINGS:

THE BEARING OF NORTH 57° 00' 00" WEST TAKEN ON THE MONUMENT LINE OF NEWARK BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NUMBER 1938 FILED FOR RECORD ON OCTOBER 29, 1976, IN BOOK 91 OF MAPS AT PAGE 99, OFFICIAL RECORDS OF ALAMEDA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.



KIER+WRIGHT

250 Cherry Lane, Suite 108
Manteca, CA 95337

Phone: (209) 328-1123
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EXHIBIT "B-1"
PACIFIC GAS & ELECTRIC
COMPANY EASEMENT
NEWARK, CALIFORNIA

DATE	AUGUST, 2020
SCALE	1" = 40'
BY	GKL
JOB NO.	A19508-1
SHEET	2 OF 2

EXHIBIT 'A-2'
LEGAL DESCRIPTION
PACIFIC GAS AND ELECTRIC EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 18, 1990 AS INSTRUMENT NO. 90-013978 OFFICIAL RECORDS OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF NEWARK BOULEVARD AND THORNTON AVENUE, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 1938, FIELD FOR RECORD ON OCTOBER 29, 1976, IN BOOK 91 OF MAPS AT PAGE 99, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE ALONG THE MONUMENT LINE OF THORNTON AVENUE, SOUTH 32° 59' 28" WEST, 39.98 FEET, TO A MONUMENT;

THENCE CONTINUING ALONG SAID MONUMENT LINE, SOUTH 32° 59' 28" WEST, 625.23 FEET;

THENCE LEAVING SAID LINE SOUTH 57° 00' 32" EAST, 39.68 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THORNTON AVENUE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 56° 58' 00" EAST, 174.08 FEET;

THENCE NORTH 33° 02' 44" EAST, 85.20 FEET;

THENCE NORTH 56° 58' 00" WEST, 5.81 FEET;

THENCE NORTH 33° 02' 00" EAST, 13.50 FEET;

THENCE SOUTH 56° 58' 00" EAST, 15.81 FEET;

THENCE SOUTH 33° 02' 44" WEST, 108.70 FEET;

THENCE NORTH 56° 58' 00" WEST, 184.07 FEET;

THENCE NORTH 32° 59' 03" EAST, 10.00 FEET, TO THE POINT OF BEGINNING;


CONTAINING 2,906 SQUARE FEET OR 0.0667 ACRES, MORE OR LESS.

BASIS OF BEARINGS

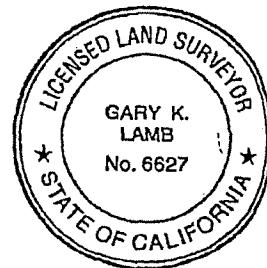
THE BEARING OF NORTH 57° 00' 00" WEST TAKEN ON THE MONUMENT LINE OF NEWARK BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NUMBER 1938 FILED FOR RECORD ON OCTOBER 29, 1976, IN BOOK 91 OF MAPS AT PAGE 99, OFFICIAL RECORDS OF ALAMEDA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

08-19-20
DATE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S57°00'32"E	39.68'
L2	S56°58'00"E	174.08'
L3	N33°02'44"E	85.20'
L4	N56°58'00"W	5.81'
L5	N33°02'00"E	13.50'
L6	S56°58'00"E	15.81'
L7	S33°02'44"W	108.70'
L8	N56°58'00"W	184.07'
L9	N32°59'03"E	10.00'

BASIS OF BEARINGS:

THE BEARING OF NORTH 57° 00' 00" WEST TAKEN ON THE MONUMENT LINE OF NEWARK BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NUMBER 1938 FILED FOR RECORD ON OCTOBER 29, 1976, IN BOOK 91 OF MAPS AT PAGE 99, OFFICIAL RECORDS OF ALAMEDA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.



KIER+WRIGHT

250 Cherry Lane, Suite 108 Phone: (209) 328-1123
Manteca, CA 95337 www.kierwright.com

EXHIBIT "B-2"
PACIFIC GAS & ELECTRIC
COMPANY EASEMENT

NEWARK, CALIFORNIA

DATE	AUGUST, 2020
SCALE	1" = 40'
BY	GKL
JOB NO.	A19508-1
SHEET	2 OF 2



EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Utility Distribution Easement (02/2020)

Administrative Block

Attach to LD: 2304-02-10134

Area, Region or Location: 2 - Mission

Land Service Office: Concord RMC

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 23.04.02.36.23, 23.05.02.01.14

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.: M1101 (E), 20B04 (G)

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Electric Underground Easements (4), Gas and Pipeline Easements (5), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35132529 (E) (Building 2) OPS # 3200 / 35132530 (E) (Building 3) OPS # 3200

JCN: N/A

County: Alameda

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: ZCS1

Checked By: A5SZ

(This page must be recorded with document.)



POLICE DEPARTMENT
City of Newark

Gina L. Anderson
Chief of Police

DATE: August 19, 2020
TO: David Benoun, City Manager
FROM: Gina L. Anderson, Chief of Police *GA*
SUBJECT: Sun Ridge Systems Software Support Services Agreement

On May 23, 2013, City Council awarded a contract to Sun Ridge Systems for a computer aided dispatch/records management and mobile software system (CAD/RMS) for the police department. This contract also included a software support services agreement to maintain our system for the duration of its useful life. The maintenance agreement has been renewed annually since the contract's inception and is effective August 29, 2019 – August 28, 2020.

The proposed renewed agreement will be effective from August 29, 2020 – through August 28, 2021 and covers all of our Sun Ridge RIMS public safety software. The cost of the services provided is \$60,193 and was included in the 2020/2021 budget. This document has been reviewed and approved by the City Attorney.

RECOMMENDATION

Staff recommends that the City Manager sign the software support services agreement for fiscal year 2020-2021.

Pursuant to Newark Resolution No. 11,105 adopted July 9, 2020, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2020, I, David J. Benoun, hereby authorize the acceptance of an agreement with Sun Ridge Systems for software support services for fiscal year 2020-2021.



David J. Benoun, City Manager

By



Date

8.26.20

37101 Newark Boulevard, Newark, California 94560-3796
(510) 578-4237 Fax (510) 578-4329





To: Misa Leal, Newark Police Department

From: Tamera Melrose

Subject: Quotation for RIMS Annual Support and Update Fees

Date: August 12, 2020

The following is a quotation for RIMS Annual Support and Update fees for the period of August 29, 2020 to August 28, 2021.

Item	Price
RIMS Annual Support and Updates – Computer Aided Dispatch (CAD)	\$15,691
RIMS Annual Support and Updates – Records Management System (RMS)	\$15,691
RIMS Annual Support and Updates – Mobile Software	\$7,865
RIMS Annual Support and Updates – E-911	\$1,803
RIMS Annual Support and Updates – State Link (CLETS)	\$2,458
RIMS Annual Support and Updates – In-Station (CAD) Mapping	\$3,299
RIMS Annual Support and Updates – Property Room	\$2,173
RIMS Annual Support and Updates – Mugshot/Digital Imaging	\$1,967
RIMS Annual Support and Updates – Collaborate	\$1,311
RIMS Annual Support and Updates – CopLink	\$1,066
RIMS Annual Support and Updates – Citizen RIMS	\$1,639
RIMS Annual Support and Updates – Cogent Link	\$689
RIMS Annual Support and Updates – DataWorks Link	\$1,123
RIMS Annual Support and Updates – ARIES Link	\$1,311
RIMS Annual Support and Updates – Mobile Mapping	\$1,311
RIMS Annual Support and Updates – Training Management (TIMS)	\$796
TOTAL	\$60,193

If I can be of any further assistance, please call me at 1-800-474-2565.

Sun Ridge Systems Software Support Services Agreement

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. ("SRS") to the CITY OF NEWARK ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on August 29, 2020.

Under this agreement SRS agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays"). However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included.
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
 - For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee ("non-critical problems"), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.
 - For problems that are not critical problems and are not non-critical problems ("minor problems") SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

With Licensee's permission, SRS will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.

4. **Provision of software updates.** SRS will provide at no additional cost all new enhanced and updated versions of software licensed to Licensee. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Agreement is \$60,193.
6. **Late Payment.** In addition to any other amounts for which Licensee is liable under this Agreement, Licensee agrees to pay to SRS a late charge equal to one percent (1%) of the amount due if Licensee fails to pay SRS any amount that is due and owing pursuant to this Agreement within sixty (60) days after Licensee's receipt of an invoice from SRS or (60) days after the expiration of the previous Agreement, whichever comes later. In addition, any invoiced amounts that are due and owing under this Agreement which Licensee fails to pay to SRS within ninety (90) days after Licensee's receipt of an invoice from SRS shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.
7. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be automatically annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS.
8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
9. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, which SRS may do or decline to do in its sole discretion, such support services will be provided at SRS's then-current rate and on such other terms and conditions as SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

All terms, conditions, and limitations set forth in the *Sun Ridge Systems Software License Agreement* are incorporated herein by this reference and shall be fully applicable to the products and services provided under this Agreement.

For: Sun Ridge Systems, Inc.

Name: Tamera Melrose

Signed: 

Title: Client Services Manager

Date: August 19, 2020

For: City of Newark

Name: David J. Benoun

Signed: 

Title: City Manager

Date: August 26, 2020

C13013
R10093

CONTRACTUAL SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (hereinafter "Agreement") is made and entered into this 23 day of May, 2013 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **SUN RIDGE SYSTEMS, INC.**, a California corporation ("Sun Ridge"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to provide computer software ("Software") and services ("Services") to City as described in Exhibit "A", attached hereto and incorporated herein.

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

WHEREAS, in reliance upon Sun Ridge's proposal City finds that Sun Ridge has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

WHEREAS, the parties desire to enter into a Software Support Services Agreement, attached as Appendix "A".

WHEREAS, the parties desire to enter into a Software License Agreement, attached as Appendix "B".

NOW, THEREFORE, the Parties hereto agree as follows:

1. **SUN RIDGE'S SOFTWARE AND SERVICES.** Sun Ridge shall provide Software and perform the Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement.

2. **TIME FOR PERFORMANCE.** Time is of the essence in the provision of Software and performance of Services under this Agreement and Sun Ridge 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 Sun Ridge'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, Sun Ridge's officers or employees. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Sun Ridge in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Sun Ridge by City.

Sun Ridge 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 Sun Ridge's performance must be governed by sound professional practices.

3. PAYMENT

A. The combined total of compensation and costs payable hereunder shall not exceed the sum of Five Hundred Fifty Four Thousand Five Hundred Thirty Nine Dollars and No/100 Dollars (\$554,539.00) unless additional compensation for the performance of services and/or reimbursement of costs and expenses in excess of said amount has been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount or amounts.

B. **Payment Schedule.** In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit "B" according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Software Installation Complete	25% of Contract Amount
Data Conversion Complete	25% of Contract Amount
System Acceptance	50% of Contract Amount

The parties shall meet and confer in good faith in the event there is a delay in the delivery, installation, or testing of Software items of Exhibit A where the delay is the result of action or inaction or breach of this Agreement by City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control. City shall not unreasonably withhold payment if Sun Ridge can prove that the milestone giving rise to the payment becoming due would have occurred but for the action, inaction or breach causing the delay. Upon notification by City to Sun Ridge that the action, inaction or breach has been resolved, Sun Ridge shall resume remaining work to be performed on the outstanding deliverable within thirty (30) calendar days of the City's notification to Sun Ridge. City, at its discretion, may otherwise direct Sun Ridge to deliver said item under the terms of the Software Support Services Agreement. In the event Sun Ridge, through no fault or additional delay caused by action or inaction or breach of this Agreement by City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control, is still unable to deliver the outstanding item within ninety (90) calendar days of resuming remaining work to be performed, City, at its discretion, may request from Sun Ridge a refund of said item as priced in Exhibit A. Sun Ridge shall provide City with an invoice for each payment within a reasonable time after the occurrence of the milestone that makes payment due.

C. **Method of Billing.**

Sun Ridge shall submit all billings to City for portions of the Contract Amount that become due in the manner specified paragraph 3.B.; or, if no manner is specified in

paragraph 3.B. then according to the usual and customary procedures and practices which Sun Ridge uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Attn: Finance Department
37101 Newark Boulevard
Newark, CA 94560

Upon receipt of the invoice, City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by City within thirty (30) days after City's receipt thereof.

D. Sun Ridge's Failure to Perform. In the event that Sun Ridge performs services that do not substantially comply with the requirements of this Agreement prior to final acceptance of the Software pursuant to paragraph 4 below, Sun Ridge shall, upon receipt of written notice from City, promptly cure such non-compliance without additional compensation to Sun Ridge. If Sun Ridge fails to cure such non-compliance within a reasonable time not to exceed thirty (30) days after receipt of City's notice, City shall have the right to terminate the Agreement, and, as City's sole and exclusive remedy, receive a refund of all amounts previously paid to Sun Ridge. In the event of such a termination, City shall return all Software and Documentation to Sun Ridge within five (5) business days and neither party will thereafter have any rights or obligations to the other party, except as to the confidentiality and indemnity provisions of the Agreement, which obligations shall survive the termination thereof.

4. FINAL ACCEPTANCE TESTING. For thirty (30) days from the beginning of City's operational use ("go live date") of the Software or sixty (60) days after the completion of installation and training by Sun Ridge, whichever comes first, City shall test the system for defects and anomalies (the "Test Period"). During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by City under the Software Support Services Agreement (Appendix "A"). At the end of the Test Period, City shall accept or reject the Software as follows:

A. If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Appendix "A").

B. If City decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Sun Ridge, less the cost of project management, installation, and training services provided up to the date of termination shall be returned to City

by Sun Ridge within thirty (30) days after receipt of the notice. The terms of paragraph 21 and such provisions of this Agreement, the Software Support Services Agreement and the Software License Agreement that expressly survive such termination shall apply.

C. If City fails to provide Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Sun Ridge shall proceed as described in paragraph A above.

5. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within the services described in Exhibit "A", 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.

6. **INDEPENDENT CONTRACTOR.** Sun Ridge is, and at all times during the term of this Agreement, shall be, an independent contractor and shall not be an employee or agent of City. Sun Ridge shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Sun Ridge only insofar as the results of Sun Ridge's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Sun Ridge accomplishes its services rendered pursuant to this Agreement.

7. **PERSONNEL.** Sun Ridge understands that, in entering into this Agreement, City has relied upon Sun Ridge's ability to perform in accordance with its representations regarding the qualifications of Sun Ridge, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any. Therefore, Sun Ridge shall not replace its Authorized Representative, or any of the designated personnel without the prior written consent of City, such consent not to be unreasonably withheld. All services under this Agreement shall be performed by, or under, the direct supervision of Sun Ridge's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of the Sun Ridge's designated personnel, Sun Ridge shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons from direct interaction with City.

8. **EQUIPMENT.** Sun Ridge shall, at its sole cost and expense, furnish all equipment which may be required for furnishing the Software and Services in accordance with Exhibit "A".

9. **SOFTWARE SUPPORT SERVICES.** Software Support Services, as defined in Appendix "A", attached hereto and incorporated herein, begin upon City's operational use of the Software.

10. **SOFTWARE LICENSE AGREEMENT.** Sun Ridge hereby agrees to license its Software to City for purposes of this Agreement and the Software License Agreement as outlined in Appendix "B", attached hereto and incorporated herein.

11. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has provided and will continue to provide Sun Ridge with all information reasonably necessary for Sun Ridge's performance under this Agreement. If Sun Ridge believes additional information is required, Sun Ridge shall promptly notify City and City will provide to Sun Ridge all relevant non-privileged information in City's possession.

B. **Sun Ridge's Accounting Records.** Sun Ridge shall maintain all accounting records related to this Agreement in accordance with generally recognized accounting principles and state law requirements, and in no event for less than four (4) years. Sun Ridge's accounting records shall include, at a minimum, all documents which support Sun Ridge's costs and expenses related to this Agreement, including personnel and reimbursable expenses. Within a reasonable time after City's request, Sun Ridge's accounting records shall be made available to City for review, during Sun Ridge's normal business hours.

C. **Ownership of Work Product.** All original documents prepared by Sun Ridge (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of the City and shall be given to City at the completion of Sun Ridge's services, or upon demand of City. Sun Ridge shall have a right to make and keep copies of the Work Product, except for any information derived from the database conversion or any other such similar confidential information. Sun Ridge 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. "Work Product" as defined in this paragraph does not include the Software and other software licensed to City by Sun Ridge or any custom software that may be developed by Sun Ridge as part of this Agreement.

12. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of the Confidential Information, or is lawfully obtained from a third party.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, or by law, rule, or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and not interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved by the party whose Confidential Information is at issue or required by law.

The provision of this paragraph 12 shall survive the termination or expiration of this Agreement.

13. **CONFLICTS OF INTEREST PROHIBITED.** Sun Ridge (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Sun Ridge 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) Sun Ridge 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 Sun Ridge's economic interest, and (b) if required by law, Sun Ridge shall file financial disclosure forms with the City Clerk. If Sun Ridge maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Sun Ridge's conflicting interest may be terminated by City.

14. **NONDISCRIMINATION.** Sun Ridge 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. Sun Ridge 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.

15. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Sun Ridge 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. Sun Ridge shall perform services under this Agreement 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 Sun Ridge, performing under circumstances similar to those required by this Agreement.

16. **INSURANCE.** Sun Ridge shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Sun Ridge, agents, representatives, or employees.

A. Verification of Coverage.

Within fifteen (15) business days of the date of this Agreement, Sun Ridge shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause, subject to the issuance of a waiver or variance by City of certain specified coverage as described below. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Sun Ridge shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Sun Ridge's profession.

C. Minimum Limits of Insurance.

Sun Ridge shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions \$1,000,000 per occurrence.
Liability:

Notwithstanding any other provision of this Agreement, Sun Ridge shall have the unilateral right, in its sole and complete discretion, to terminate this Agreement upon written notice to City without any liability or obligation to City if City's Risk Manager does not execute and issue in favor of Sun Ridge a waiver or variance deleting the requirement for the insurance coverage described in paragraphs 16.B.4 and 16.C.4 above within fifteen (15) days after the date this Agreement is fully executed by the Parties. To exercise such termination right, Sun Ridge must provide written notice to City of its election to terminate within twenty (20) days after the date this Agreement is fully executed by the Parties. The execution and/or issuance of such waiver or variance by City shall constitute an amendment to this Agreement, and thereafter Sun Ridge will have no obligation to procure the insurance specified in paragraphs 16.B.4 and 16.C.4 above.

D. Deductibles and Self-Insured Retentions.

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

E. 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 City.

F. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of Sun Ridge; or automobiles owned, leased, hired or borrowed by Sun Ridge.

2. Primary Insurance. For any claims related to this project, Sun Ridge's insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Sun Ridge's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

Similarly, no reduction in coverage or material change in expiration or nonrenewal will be made during the term of this Agreement without first obtaining City's prior written consent.

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 Civil Code.

5. Qualifications. All insurance companies providing coverage to Sun Ridge shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Subconsultants. Sun Ridge shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 16 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interest are otherwise fully protected.

17. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Sun Ridge shall immediately notify City Risk Manager's office by telephone at 510-578-4428, and Sun Ridge shall promptly submit to City's Risk Manager and the City's Administrator 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 and address of Sun Ridge's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

18. **INDEMNIFICATION/SAVE HARMLESS.**

Sun Ridge agrees to indemnify, defend, and hold harmless City and its officers, directors, shareholders, Council, Commissions, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees (collectively "Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder,

provided that Sun Ridge shall have no indemnity or other obligations to City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or City's use or misuse of the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

19. WARRANTY/DISCLAIMER OF LIABILITY. Sun Ridge warrants that upon delivery the Software substantially conforms to its documentation which is defined as those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form, and is free from defects that will materially impair its use. City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software in accordance with the Software Support Services Agreement, but does not warrant that the Software is error-free or will perform without interruption. City has relied solely upon its own investigation and judgment in selecting the Software, and not upon any representations or promises of Sun Ridge except as may be expressly stated herein. This warranty is in lieu of all other warranties, express or implied, and Sun Ridge specifically disclaims any implied warranties of merchantability or fitness of a particular purpose.

A. THE WARRANTY SPECIFIED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY CITY FOR THE SOFTWARE AND THE SERVICES.

20. LICENSES, PERMITS, ETC. Sun Ridge represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Sun Ridge to practice its profession. Sun Ridge represents and warrants to City that Sun Ridge 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 Sun Ridge to practice its profession. In addition to the foregoing, Sun Ridge shall obtain and maintain during the term hereof a valid City of Newark Business License.

21. 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 Sun Ridge except for those Software and Services more particularly described in Appendixes A & B which shall survive the termination of this Agreement. Completion of the Project means the installation by Sun Ridge of all the Software, the completion by Sun Ridge of all training and other Services, and the payment by City to Sun Ridge of the entire Contract Amount as provided in paragraph 3 above. The schedule shall substantially conform to the schedule included in Exhibit "A" or as may be mutually agreed upon by the parties in writing.

B. Notwithstanding the provisions of paragraph 21 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Sun Ridge for services rendered and reimburse Sun Ridge 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.

22. CONTRACT ADMINISTRATION. This Agreement shall be administered by MATT BREEN, COMMUNICATIONS SUPERVISOR of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

23. 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 Sun Ridge, to:

SUN RIDGE SYSTEMS, INC.

CITY OF NEWARK

Anthony B. Richards
President

Administrator

Address: Sun Ridge Systems, Inc.
P.O. Box 5071
El Dorado Hills, CA 95762

City of Newark
City Administration Building
37101 Newark Boulevard
Newark, CA 94560

Notices given in the manner described above will be deemed given on the third (3rd) business day following deposit with the United States Postal Service.

24. 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.

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

26. **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.

27. **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.

28. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to recover from the non-prevailing party its reasonable attorney's fees, costs, and expenses incurred.

29. **ASSIGNABILITY.** Neither Sun Ridge 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 other party.

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

31. **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.

32. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. 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.

33. **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 Sun Ridge and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

34. **COVENANT AGAINST CONTINGENT FEES.** Sun Ridge hereby warrants that Sun Ridge has not employed or retained any company or person, other than a *bona fide* employee working for Sun Ridge, to solicit or secure this Agreement, and Sun Ridge 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.

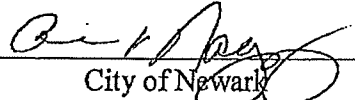
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.


CITY OF NEWARK,

SUN RIDGE SYSTEMS,

INC., a California corporation

a municipal corporation

By 
City of Newark

By 
President

Date 6/3/2013

Date 5/28/13

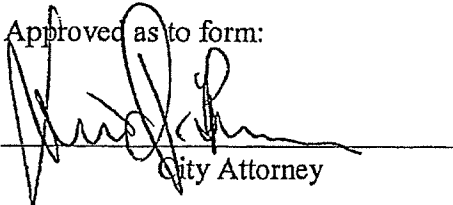
Printed Name Anthony B. Richards

Attest

City Clerk

Date 6/3/2013

Approved as to form:


City Attorney

Date 6-4-13

Exhibit A - Scope of Work

Sun Ridge Systems, Inc. will provide the following deliverables.

Software:

RIMS Computer Aided Dispatch Software
RIMS Records Management Software
RIMS Mug Shot and Digital Imaging Software
RIMS Mobile Computer Software
RIMS E911 Link Software
RIMS State (CLETS) Link Software
RIMS In-Station Mapping Software
RIMS Mobile Mapping Software
RIMS Property Room Bar Coding Software
RIMS CopLink Link Software
RIMS CopLogic Link Software
Citizen RIMS Public Access Software
RIMS Collaborate Data Sharing Software
RIMS Cogent Link Software
RIMS DataWorks Link Software
RIMS ARIES Link Software

Hardware:

Worth Data Bar Code Scanner (1 unit)

Third-Party Software:

No third-party software is provided by Sun Ridge.

Project Schedule:

A project schedule will be defined and mutually agreed to as soon as possible after contract signing.

Scope of Services:

1. **Installation** – Sun Ridge is responsible for the following installation services:
 - Installation of all RIMS Applications (listed above) on City supplied servers
 - Confirm proper setup of the City's SQL database
 - Set up Live, Training and Test RIMS databases
 - Installation of the initial In-Station Maps
 - Installation of the initial Mobile Maps

- Installation of an initial workstation client
- Installation of an initial mobile client

2. **Integration/Testing** – Sun Ridge is responsible for the following Integration and Testing services:

- Testing of E911 Link Software
- Testing of State Link (aka CLETS) Interface
- Integration/Testing of the Mobile Interface
- Integration/Testing of In Station and Mobile Maps
- Integration/Testing of the Text Paging Software
- Integration/Testing of the CopLink Link Software
- Integration/Testing of the CopLogic Link Software
- Integration/Testing of the AutoCite Link Software
- Integration/Testing of the Cogent Link Software
- Integration/Testing of the DataWorks Link Software
- Integration/Testing of the ARIES Link Software

3. **Installation/Training/Kickoff Meetings** – All training is onsite at a City provided location. All training is “end user training” unless specified otherwise. Training days are contiguous. Sun Ridge will provide a training plan prior to the beginning of the Dispatcher Training sessions.

Initial Setup Training	.5 Days
Business Process Review	2 Days
Conversion Review	2 Days
CAD Training (3 sessions, 2 days/session)	6 Days
Officer/Mobile Training (4 sessions, 2 days/session)	8 Days
Records Training	1 Day
Administrative Follow-Up Training	1 Day
Evidence/Property Room	.5 Day
On-Site Go Live Support (2 staff for 1 day each):	2 Days
Refresher Training*	3 Days

*Refresher Training is scheduled at a time after Go Live to be determined by City. Completion of Refresher Training is not a requirement of Final Acceptance Testing.

4. **Data Conversion** – Data conversion does NOT include data extraction from the Intergraph system. This quotation assumes you will provide the extracted data to be converted to us from no more than one single data source. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, all data may not be available or suitable for conversion.

- People: Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts
- Arrest: Arrestee, date, time, charges, counts, offense level, dispo, booked/cited out
- Vehicles: License, state, year, color, type, log entries for connections to case and for field contacts

- Cases: Location, date report and data occurred, classification/type, offenses, case dispo and date of dispo, persons, vehicles, narratives and supplements
 - Property in cases: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer.
 - Premises: Common place name, address, contact person, contact phone number, alarm
 - Streets: (if electronic street file is available), street name, intersections with block ranges
 - Officers: Name, ID
 - CAD data is not converted:
4. **Project Management** – Carol Jackson is assigned as the Sun Ridge Project Manager. She will be the point of contact for the coordination of all project activities.
 5. **Map Engineering Services** – Sun Ridge will provide map engineering services whereby the City supplied ESRI-based maps will be loaded into RIMS. Sun Ridge will instruct City staff on how to load updates to the maps. Sun Ridge is NOT responsible for the accuracy of the City map source.
 6. **Cutover Support** – Four Sun Ridge staff will be on site for 3 days each during the initial cutover to RIMS to ensure that it goes smoothly and to address any problems.
 7. **Documentation** – Documentation is installed on the server at the time of software installation. City is free to distribute electronic and hardcopy versions of the documentation as necessary.

City Responsibilities:

- Assign a Project Manager for single point of contact and coordination for Sun Ridge Project Manager.
- Coordinate and schedule resources of the Newark Police Department and IT staff
- Provide all requisite hardware meeting at least the minimal hardware requirements specified by Sun Ridge Systems, Inc.
- Provide system and other third party software including SQL, Terminal Services, PDF Factory, ERSI, (and/or MapPoint), Windows Server 2000/2003/2008/2012 (64 bit)
- Provide data communications infrastructure (network, mobiles, internet, intranet)
- Coordinate testing of the CLETS (via AWS) Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (E911 provider, AWS, CopLink, CopLogic, AutoCite, Cogent, DataWorks, ARIES) and coordinate their schedules and costs they may charge you to provide their portion of the interface to RIMS.
- Provide ongoing Map Maintenance
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Assign System Administrators
- Ensure all user maintained tables are completed prior to the start of training

- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Extract data from existing RMS for conversion into a mutually agreed to format
- Review converted data, notifying Sun Ridge in an expedited fashion of conversion anomalies
- Schedule City staff into requisite classes
- Assign senior personnel to classes to present any changes in business processes to line staff
- Assume all costs for potential City staff overtime required to complete the project per agreed to project schedule
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256

Exhibit B – Payment Schedule

Pricing Detail

ITEM	PRICE
RIMS Computer-Aided Dispatch Software	\$95,750
RIMS Records Management Software	\$95,750
RIMS Mobile Computer Software	\$48,000
RIMS E911 Link Software	\$11,000
State Interface Software (via AWS)	\$15,000
RIMS In Station Mapping Software	\$22,000
RIMS Mobile Mapping Software	\$8,000
RIMS Property Bar Coding Software	\$13,000
RIMS Mugshot/Digital Imaging Software	\$12,000
RIMS Collaborate Data Sharing Software	\$8,000
RIMS CopLink Link Software	\$6,500
RIMS CopLogic Link Software	\$2,700
Citizen RIMS Public Access Software	\$10,000
RIMS Cogent Link Software	\$4,500
RIMS DataWorks Link Software	\$4,000
RIMS ARIES Link Software	\$6,850
Worth Data Bar Coding Equipment	\$1,700
Data Conversion Services	\$34,000
Map Data Engineering Services (for ESRI Map Source)	\$2,500
System Installation	\$15,180
Training	\$51,905
Project Management	\$31,594
First Year Software Maintenance, Support, and Updates	\$54,457
CA Sales Tax (9.0%)(Bar Code Equipment only)	\$153
CONTRACT AMOUNT	\$ 554,539

APPENDIX A

SOFTWARE SUPPORT SERVICES AGREEMENT

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. (SRS) to the City of Newark (Licensee) as part of a Software Support Services Agreement. This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on _____.

Under this agreement SRS agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** SRS will provide a toll free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, common holidays excepted. However, for critical problems preventing basic system operation service will be available 24 hours, 7 days a week, holidays included.
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem and the urgency reported by Licensee.
 - For problems in which the Licensee's system is completely inoperable due to a SRS software problem, SRS personnel will work with Licensee continuously until the situation is resolved.
 - For problems that have a lesser though continuing impact on operations of Licensee, SRS will endeavor to provide a solution or work around within 72 hours.
 - For lower priority problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product release.
3. **Licensee equipment and software responsibilities.** Licensee agrees to have a means available for SRS to remotely connect to Licensee's system when a problem is reported. Remote access must be available via the Internet via one of the following methods: Cisco and Sonic Wall VPN clients, Microsoft Terminal Services, Remote Administrator, VNC, and Citrix. Other arrangements for access to your system may also be possible upon request.

Licensee will be responsible for all costs associated with installing and maintaining this connection. SRS will use this line only with Licensee's written permission.

SRS will use this link to connect to Licensee's system to examine data files, update and repair them when necessary, and download maintenance-related logs automatically maintained by the RIMS software. SRS will also use this line to upload fixes to problems to Licensee's system when appropriate.

4. **Provision of software updates.** SRS will provide at no additional cost all new enhanced and updated versions of software licensed to Licensee. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services to be provided under this Agreement is Fifty Four Thousand Four Hundred Fifty Seven dollars (\$54,457.00) per year for the first 5 years of this Agreement. Thereafter, the annual cost for services under this Agreement will be mutually agreed upon by with parties within 60 days prior to the expiration of the initial 5 year term.
6. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be automatically annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 45 days of the new support year shall be cause for terminating the Agreement.
7. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may purchase support services outside the limitations of this agreement at the then current SRS hourly labor rate.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, scanners and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

All terms, conditions, and limitations set forth in the *Sun Ridge Systems Software License Agreement* are incorporated herein by this reference and shall be fully applicable to the products and services provided under this Agreement

APPENDIX B

SOFTWARE LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY. BY ACCEPTING AND USING THE SOFTWARE PROVIDED TO YOU BY SUN RIDGE SYSTEMS, INC. ("SUN RIDGE"), YOU ("LICENSEE") ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT AND TO BE BOUND UNDER SUCH TERMS AND CONDITIONS WITH RESPECT TO YOUR USE AND POSSESSION OF THE SOFTWARE.

RECITALS

A. SUN RIDGE owns, or has licensed from the owner, certain computer software collectively known as "RIMS" (the "SOFTWARE").

B. LICENSEE enters into this SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT") because it desires to obtain the right to use the SOFTWARE, subject to the terms, conditions, and limitations set forth hereinbelow.

Accordingly, the parties to this LICENSE AGREEMENT covenant and agree as follows:

1. DEFINITIONS. The terms enumerated in this Section have the following meanings when used in this LICENSE AGREEMENT:

1.1 "Confidential Information" means any and all confidential information of a party to this LICENSE AGREEMENT that is not generally known to or by businesses that compete with such a party, including but not limited to source code for the SOFTWARE.

1.2 "Documentation" means those visually readable materials developed by or for SUN RIDGE for use in connection with the SOFTWARE, in either written or digital form.

2. LICENSE

2.1 SUN RIDGE grants to the LICENSEE a nonexclusive and non-transferable license to use the SOFTWARE in connection with LICENSEE's normal and customary daily operations substantially as they exist as of the date of commencement of the TERM as described below (the "LICENSE"). LICENSEE shall acquire no ownership or other rights in or to the SOFTWARE except for the LICENSE granted hereunder, and title to the SOFTWARE shall at all times remain with SUN RIDGE. Pursuant to the LICENSE, LICENSEE may do the following:

- i. Use the SOFTWARE on all computers in LICENSEE's agency and in any other agencies explicitly agreed to in writing by SUN RIDGE;
- ii. Make a copy of the SOFTWARE for backup or modification purposes only in support of LICENSEE's authorized use of the SOFTWARE hereunder; and
- iii. Modify the SOFTWARE and/or merge it into other software only in support of LICENSEE's authorized use of the SOFTWARE hereunder.

2.2 No one using the SOFTWARE, and no one for whose benefit the SOFTWARE is being used, shall provide or otherwise make available the SOFTWARE or any part or copies thereof to any third party.

2.3 The LICENSE granted under this LICENSE AGREEMENT shall apply only to the object code for the SOFTWARE. No one using the SOFTWARE, and no one for whose benefit the SOFTWARE is being used shall have the right to use or have access to the source code for the SOFTWARE, and neither LICENSEE nor anyone using the SOFTWARE pursuant to this LICENSE will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the SOFTWARE.

2.4 LICENSEE acknowledges that the SOFTWARE and the Documentation constitute trade secrets of SUN RIDGE. LICENSEE agrees to maintain the confidentiality of the SOFTWARE and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality.

3. TERM

3.1 The term of this LICENSE AGREEMENT, and of the LICENSE granted hereunder, shall commence upon installation of the SOFTWARE at LICENSEE's business location and shall continue until this LICENSE AGREEMENT is terminated (the "TERM").

3.2 SUN RIDGE may immediately terminate this LICENSE AGREEMENT and the LICENSE in the event of any failure by LICENSEE to comply with the terms or conditions of this LICENSE AGREEMENT by giving written notice of such termination to LICENSEE. Upon such termination, LICENSEE shall immediately cease further use of the SOFTWARE and will cause all copies of the SOFTWARE to be destroyed or returned to SUN RIDGE.

3.3 LICENSEE may terminate this LICENSE AGREEMENT and the LICENSE at any time by giving written notice thereof to SUN RIDGE and by destroying or returning to SUN RIDGE all copies of the SOFTWARE.

3.4 Upon any termination or expiration of this LICENSE AGREEMENT, an authorized representative of LICENSEE shall certify in writing to SUN RIDGE that all copies of the SOFTWARE which were the subject of the LICENSE have either been destroyed or returned to SUN RIDGE as required above.

4. INDEMNITY

4.1 INDEMNIFICATION OF SUN RIDGE BY LICENSEE. LICENSEE hereby agrees to indemnify, defend, and hold harmless SUN RIDGE and its officers, directors, shareholders, employees, and agents (the "SUN RIDGE Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees, arising out of or relating to LICENSEE's or any of its directors, officers', employees' or agents' use or misuse of the SOFTWARE. This indemnity obligation shall survive the expiration, cancellation or termination of this LICENSE AGREEMENT.

4.2 INDEMNIFICATION OF LICENSEE BY SUN RIDGE. SUN RIDGE agrees to indemnify, defend, and hold harmless the LICENSEE and its officers, directors, Councils, Commissions, shareholders,

employees, and agents (the LICENSEE Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees, arising out of or relating to (i) any actual infringement of a third-party's intellectual property or (ii) the gross negligence or willful misconduct of any employee or agent of SUN RIDGE. This indemnity obligation shall survive the expiration, cancellation or termination of this LICENSE AGREEMENT. Notwithstanding the foregoing, LICENSEE expressly waives, releases, and agrees that neither SUN RIDGE nor any of the SUN RIDGE Indemnified Parties shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other claim arising out of or related to the use or implementation of the SOFTWARE.

5. WARRANTY/DISCLAIMER OF LIABILITY

5.1 SUN RIDGE warrants that upon delivery the SOFTWARE substantially conforms to its Documentation and is free from defects which will materially impair its use. The LICENSEE's sole and exclusive remedy for breach of this warranty will be repair or replacement of the SOFTWARE. SUN RIDGE will make reasonable efforts to correct errors in the SOFTWARE, but does not warrant that the SOFTWARE is error-free or will perform without interruption. LICENSEE has relied solely upon its own investigation and judgment in selecting the SOFTWARE, and not upon any representations or promises of SUN RIDGE except as may be expressly stated herein.

5.2 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE LICENSEE FOR THE SOFTWARE.

6. UPDATES

6.1 SUN RIDGE may, at its option, release updates to or new versions of the SOFTWARE. If LICENSEE elects to obtain any update or new version of the SOFTWARE, the use of such update or new version will be subject to the terms and conditions of this LICENSE AGREEMENT.

7. OWNERSHIP

7.1 Except as expressly provided in this LICENSE AGREEMENT, SUN RIDGE retains all intellectual property rights and other rights to the SOFTWARE, Documentation, and the source code for the SOFTWARE.

8. CONFIDENTIALITY

8.1 Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality. Confidential Information shall not include information that is now or becomes

part of the public domain, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party.

9. GENERAL TERMS

9.1 GOVERNING LAW. This LICENSE AGREEMENT will be construed by and enforced in accordance with the laws of the state of California, exclusive of choice of law or conflicts of law rules or principles.

9.2 ARBITRATION. If a dispute arises from or related to this LICENSE AGREEMENT or the breach of this LICENSE AGREEMENT and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this LICENSE AGREEMENT, or breach of this LICENSE AGREEMENT, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If SUN RIDGE and LICENSEE cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of SUN RIDGE and LICENSEE (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by SUN RIDGE and LICENSEE, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

9.3 SEVERABILITY. If any provision of this LICENSE AGREEMENT shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

9.4 ASSIGNMENT. LICENSEE may not transfer, assign, or sublicense this LICENSE AGREEMENT, any license hereunder, or any of its rights or duties hereunder to any other person, firm or corporation without the prior written consent of SUN RIDGE. Any attempted transfer, assignment, or sublicense made without SUN RIDGE's prior written consent shall be completely void.

9.5 NOTICE. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given when mailed to the other party as follows: to LICENSEE at the address indicated for notices indicated in the agreement to which this LICENSE AGREEMENT is attached or Facsimile No. (530) 672-2385; to SUN RIDGE at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385.

Notices may be given by facsimile transmission to the number specified above and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

9.6 INDEPENDENT CONTRACTORS. The parties to this LICENSE AGREEMENT shall constitute independent contractors. Nothing in this LICENSE AGREEMENT shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties,

and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

9.7 FORCE MAJEURE. SUN RIDGE shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of SUN RIDGE.

9.8 AUTHORIZATION/ENTIRE AGREEMENT/MODIFICATION. This LICENSE AGREEMENT will be effective upon delivery of this LICENSE AGREEMENT to LICENSEE. This LICENSE AGREEMENT is the complete and final LICENSE AGREEMENT of the parties relating to the subject of this LICENSE AGREEMENT and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. This LICENSE AGREEMENT may be amended only by a writing signed by the duly authorized representative of the party to be charged.

Q 2008

R11027



CITY OF NEWARK

Memo

DATE: August 25, 2020

TO: David Benoun, City Manager

VIA: Soren Fajeau, Public Works Director (ext. 4286) *SF*
Jayson Imai, Assistant City Engineer (ext. 4671) *JAI*

FROM: Trang Tran, Senior Civil Engineer (ext. 4298) *TT*

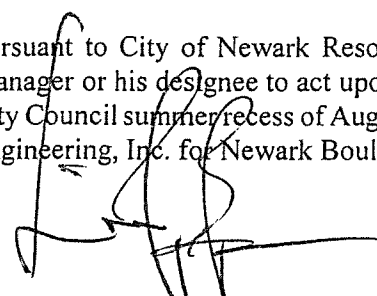
SUBJECT: ACCEPTANCE OF WORK WITH SPOSETO ENGINEERING, INC. FOR NEWARK BOULEVARD BARRIER PLACEMENT, PROJECT NO. 1231

On February 13, 2020, the City Council awarded a contract to Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231. This project installed a safety barrier along southbound Newark Boulevard between Dairy Avenue and Thornton Avenue, fronting the Foxwood Townhomes development. The safety barrier was constructed utilizing Caltrans standard Midwest Guardrail placed at the existing curb line between the outside southbound travel lane and sidewalk.

Recommendation

It is recommended the City Manager accept the work with Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231.

Pursuant to City of Newark Resolution No. 11,105, adopted July 9, 2020, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2020, I, David J. Benoun, hereby accept the work with Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231.



David J. Benoun, City Manager

Date *Q. 28. 20*



DATE: August 27, 2020

TO: David Benoun, City Manager

FROM: Steven Turner, Community Development Director, Ext. 4208 ST

SUBJECT: Contractual Services Agreement with EMC Planning Group Inc.

In April 2018, the City Council adopted the NewPark Place Specific Plan (the “Plan”), which is a comprehensive, long-term land use planning document intended to guide development at NewPark Mall and the surrounding areas as identified in the Plan. Since adoption of the Plan, City staff has worked with Brookfield Property Inc. (Brookfield), the current owner of NewPark Mall, to implement the Plan. Brookfield’s initial implementation proposal includes a residential/ground-floor retail building and adjustments to the Plan to accommodate future residential and retail phases (the “Project”).

The initial implementation proposal and adjustments to the Plan require specialized consultant services for the preparation of an environmental analysis, consistent with the requirements of the California Environmental Quality Act (CEQA), as well as services to assess the Project’s consistency with the Plan’s Policies and Actions. Community Development staff is recommending that EMC Planning Group Inc. perform the required services as described in the Contractual Service Agreement (the “Agreement”) contained in Attachment A to this memorandum. Previously, the City hired EMC Planning Inc. to prepare the Plan that Council adopted in April 2018 and also prepare the environmental analysis associated with the Plan. As a result of their prior knowledge of the Plan, EMC Planning Group Inc. is uniquely qualified to perform the work necessary for the Project.

The requested work would consist of three specific tasks, summarized here:

Task 1 - Specific Plan Amendments

Review of Proposed Specific Plan Amendments

EMC Planning Group Inc. and their sub-consultants will assist City staff by evaluating proposed Plan amendments. These amendments include a mobility master plan, parking master plan, transit master plan, and plaza design plan. The Project would be assessed for consistency with the NewPark Place vision and urban design functions described in the Plan. The amendments would also be reviewed from a circulation operations/safety perspective.

Task 2 - CEQA Documentation

Initial Study Scope

EMC Planning Group Inc. would prepare an initial study that evaluates the environmental effects of implementing both the proposed specific plan amendments and the proposed Phase A development project.

Specific Plan Amendments

The proposed specific plan amendments are not expected to result in new significant impacts or impacts that are more severe than were evaluated in the General Plan EIR and the Plan's initial study. Therefore, it is assumed that the proposed specific plan amendments will not trigger conditions identified in CEQA that would otherwise require that a negative declaration, mitigated negative declaration or EIR be prepared. The proposed Plan amendments will be summarized, with the full public draft amendment package included as an appendix to the initial study.

Phase A Mixed-Use Project

Phase A is an approximate four-acre area located at the western end of the specific plan area adjacent to Mowry Avenue and near the I-880 interchange. Brookfield is proposing a mixed-use development consisting of 319 apartments and 3,088 square feet of retail. Phase A is consistent with the development intensity and development capacity described in the specific plan. The proposed Phase A development is a "project" under CEQA and requires that CEQA documentation be adopted by the CITY Council before it acts to approve the project.

The initial study will assess whether additional CEQA documentation is required and whether the proposed specific plan amendments or the Phase A Mixed-Use project may have new or more severe project-specific significant impacts than were identified in the General Plan EIR and the Plan's initial study.

The analysis for Phase A will make use of the CEQA tiering provisions in that information in the general plan EIR and NewPark Place Specific Plan initial study will be utilized to the extent possible, with the analyses supplemented by results of the Phase A technical studies summarized below.

Supporting Technical Studies

Phase A specific technical studies will be prepared to support the initial study. Those studies include:

- Traffic and Circulation
- Noise Analysis
- Health Risk Assessment – due to the Project location adjacent to Highway 880.
- Air Quality and Greenhouse Gas Analyses

The technical studies would be included as appendices to the initial study.

Task 3 – Planning and Design Assistance

EMC Planning Group Inc. and its sub-consultants would provide as-needed planning support for the Plan amendments and Phase A application and review processes. EMC Planning Group’s activities could include, but may not be limited to, attending/facilitating meetings with stakeholders, including Brookfield, preparing analyses not specific to the specific plan amendments and/or the CEQA process, supporting City staff in preparing staff reports and resolutions. Sub-consultant support could include, but may not be limited to, design review related aspects of the development review process.

Agreement Costs/Brookfield Reimbursement

The costs associated with this agreement is \$211,932.00. On August 18, 2020, the City and Brookfield executed a Reimbursement Agreement. The costs associated with the EMC Planning Group Inc. scope work were anticipated within the Reimbursement Agreement. Therefore, there is no financial impact to the City as a result of the EMC Planning Group Inc. agreement.

Recommendation

Staff recommends that the City Manager execute the Agreement with EMC Planning Group Inc. as described in Attachment 1.

Pursuant to Newark Resolution No. 11,105, adopted July 9, 2020, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2020, I, David J. Benoun, hereby authorizes the execution of a contractual service agreement with EMC Planning Group Inc. for environmental and design review services associated with the implementation of the NewPark Place Specific Plan Project proposed by Brookfield.



David J. Benoun, City Manager

8.28.20

Date:

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 26 day of August 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **EMC PLANNING GROUP INC.**, a California Corporation ("Consultant"), collectively the "Parties."

WITNESSETH:

WHEREAS, City requested a proposal to perform the services generally including: implementation of the NewPark Place Specific Plan (Specific Plan) that includes review of Specific Plan amendments, preparation of an amended Specific Plan, preparation of environmental documents consistent with the California Environmental Quality Act (CEQA), preparation of technical studies, and performing other technical and design assistance services.

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

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Two hundred, eleven thousand, nine hundred, thirty two and No/100 Dollars (\$211,932.00.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

11. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of

skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. RESERVED.

13. RESERVED.

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

A. Verification of Coverage.

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

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

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

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 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:
(including products and completed operations, property damage, bodily injury, and personal and advertising injury) | \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability: | \$1,000,000 per accident for bodily injury or disease. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence or claim; \$2,000,000 aggregate. |

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

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

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

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

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

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

address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

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

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are

undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

18. **TERM/TERMINATION.**

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

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

19. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by **STEVEN TURNER, COMMUNITY DEVELOPMENT DIRECTOR** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

CITY OF NEWARK

TERI WISSLER ADAM
Consultant

Address: EMC Planning Group
Attn: Teri Wissler Adam
301 Lighthouse Ave # C,
Monterey, CA 93940

STEVEN TURNER
Administrator

City of Newark
Attn: Steven Turner
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

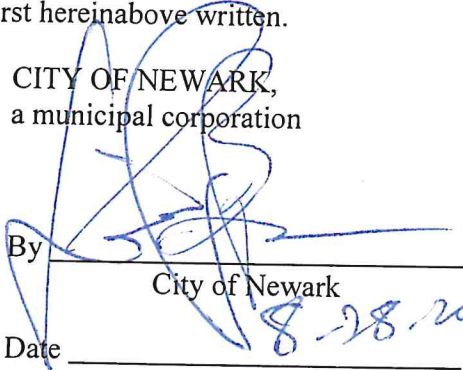
30. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of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

31. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or

formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

CITY OF NEWARK,
a municipal corporation

By 

City of Newark

Date 8-28-20

By Teri Wissler Adam

Consultant

Date 8/26/2020

Teri Wissler Adam

Printed Name

Attest: 

City Clerk

Date 8/28/2020

Approved as to form:



City Attorney

Date 9/29/2020

EXHIBIT A

SCOPE OF SERVICES

Task 1 - Specific Plan Amendments

Review of Proposed Specific Plan Amendments

CONSULTANT, working with ELS and Kimley-Horn, will assist CITY staff by evaluating proposed specific plan amendments, as illustrated in Brookfield's "NewPark Place Master Plan" document (October 2019). These amendments include a mobility master plan, parking master plan, transit master plan, and plaza design plan.

ELS' review is to assess amendment consistency with the NewPark Place vision and urban design function described in the specific plan including Section 2.0: Land Use, Development Standards, and Design Standards. ELS' scope for this task is provided in **Attachment 1** to this exhibit.

Kimley-Horn will focus on assessing whether the proposed amendments are problematic from a circulation operations/safety perspective. See Task 1 of Kimley-Horn's attached scope (**Attachment 1**) for a summary of this task.

As needed, recommended refinements to the proposed amendments will be provided for consideration by the CITY and Brookfield. A draft letter of findings regarding the proposed specific plan amendments will be prepared for discussion with the CITY. If the CITY requests modifications to the draft findings, these will be incorporated into a final letter of findings. If the CITY requests Brookfield to modify the proposed amendments and additional communication/collaboration with Brookfield is required as a result, a contract amendment may be required. Alternatively, the additional level of effort could be covered in the Task 3 scope discussed below.

Brookfield has also submitted additional plans that are required per policies included in the specific plan. These include a sewer capacity study, storm water management master plan and water distribution infrastructure master plan. As we've discussed, it is assumed that CITY staff will evaluate the adequacy of these plans and that no level of effort for doing so will be needed from the CONSULTANT team.

Assumptions: CITY staff will evaluate the proposed infrastructure plans. The CONSULTANT team will not be involved in these reviews or related discussions with Brookfield. Additional level of effort regarding proposed amendment review may require a contract amendment.

Deliverable: One (1) electronic copy of a draft specific amendments finding memo. One (1) electronic copy of a final memo.

Prepare Amended Specific Plan

Once the specific plan amendments are finalized, CONSULTANT will prepare administrative draft and draft versions of a specific plan amendments package. The package will consist of the replacement specific plan figures prepared by the Brookfield team (and to be revised by Brookfield as necessary) and of limited edits to the specific plan text solely related to integrating the figure amendments. The text changes will be provided in track changes. Specific tasks/deliverables will include the following: Administrative Specific Plan Amendment Package. A summary of all requested amendments to specific plan figures and text pages (in track changes).

Draft Specific Plan Amendment Package. Comments received from CITY staff will be incorporated into a draft, public version of the specific plan amendment package.

Attend and present the specific plan amendment package at one (1) Planning Commission and one (1) CITY Council public hearing.

Final Amended Specific Plan. If the CITY Council request modifications to the amendments package, a list of errata changes will be prepared and submitted to the CITY for review and verification. Once verified by the CITY, a final amended specific plan will be prepared in InDesign to reflect the changes.

Assumptions: The requested specific plan amendments are limited to those related to the four plans submitted by Brookfield as described above and to text solely related to those plans. Brookfield will be responsible for all specific plan amendment graphics. CITY comments on the administrative draft amendment package will be consolidated into one set, with internal consistency of comments verified before delivery to the CONSULTANT team. Changes requested by the CITY Council will be minor and limited solely to the content of the specific plan amendments in the package presented to them.

Deliverables: Three (3) hardcopies and one (1) electronic copy of the administrative draft amendments package. Twenty (20) hard copies and one (1) electronic copy of the draft public specific plan amendments package. One (1) electronic list of draft changes/errata requested by the CITY Council, if any. Fifteen (15) hard copies, ten (10) CDs, and one (1) electronic copy of the completed, final amended specific plan.

Task 2 - CEQA Documentation

Initial Study Scope

CONSULTANT will prepare one initial study that evaluates the environmental effects of implementing both the proposed specific plan amendments and the proposed Phase A development project.

Specific Plan Amendments

The proposed specific plan amendments are not expected to result in new significant impacts or impacts that are more severe than were evaluated in general plan EIR and the specific plan initial study. Therefore, it is assumed that the proposed specific plan amendments will not trigger conditions identified in CEQA Guidelines section 15162(a) that would otherwise require that a negative declaration, mitigated negative declaration or EIR be prepared. Nevertheless, the proposed amendments are a “project” under CEQA and require CEQA documentation be adopted by the CITY Council before it acts to approve the amendments.

The proposed specific plan amendments will be summarized, with the full public draft amendment package included as an appendix to the initial study.

Phase A Mixed-Use Project

Phase A is an approximate four-acre area located at the western end of the specific plan area adjacent to Mowry Avenue and near the I-880 interchange. Brookfield is proposing a mixed-use development consisting of 319 apartments and 3,088 square feet of retail. Phase A is consistent with the development intensity and development capacity described in the specific plan. The proposed Phase A development is a “project” under CEQA and requires that CEQA documentation be adopted by the CITY Council before it acts to approve the project.

The initial study will assess whether additional CEQA documentation is required pursuant to the tiering provisions in CEQA Guidelines section 15183. Those provisions suggest preparing an initial study consistent with CEQA Guidelines section 15162 to determine whether the proposed specific

plan amendments or the Phase A Mixed-Use project may have new or more severe project-specific significant impacts than were identified in the general plan EIR and specific plan initial study. If not, no further CEQA documentation would be required.

The analysis for Phase A will make use of the CEQA tiering provisions in that information in the general plan EIR and NewPark Place Specific Plan initial study will be utilized to the extent possible, with the analyses supplemented by results of the Phase A technical studies summarized below.

Supporting Technical Studies

Phase A specific technical studies will be undertaken by the CONSULTANT team to support the initial study. The respective scopes are summarized below. The technical studies would be included as appendices to the initial study.

Traffic Analyses

Peer Review

Kimley-Horn will execute two peer review tasks. The first is to peer review the Mobility Master Plan – Newpark Place (Sandis 2019) submitted by the applicant in support of the specific plan implementation process. Associated with this first task, Kimley-Horn will also review forthcoming responses from the applicant to four traffic-related questions posed to the applicant in the CITY's April 17, 2020 PPR2019-005 NewPark Place Phase A (2nd Review) letter. The four questions were identified in an email from the CITY to CONSULTANT dated April 29, 2020. Kimley-Horn's peer review scope of work is included as Task 1 and Task 2 in their attached scope of work (Attachment 1).

Vehicle Miles Traveled

Kimley-Horn will prepare a vehicle-miles traveled (VMT) analysis which will evaluate VMT impacts of Phase A. The significance determination will be based on VMT thresholds established by the CITY as informed by guidance provided by the Governor's Office of Planning and Research. Kimley-Horn's VMT analysis approach is summarized as Task 3 in their attached scope of work.

Noise Analysis

General plan Figure EH-4, Future (2035) Noise Contours, shows that the Phase A site is within the projected 65 dBA CNEL noise contour, with traffic on State Highway 880 being the dominant noise generation source. General plan Table EH-2 identifies that exterior noise exposures between 60 – 70 dBA CNEL are conditionally acceptable at multi-family uses (e.g. those planned within Phase A) and that for noise exposure levels within this range, a detailed noise analysis is required to evaluate noise-reduction measures for inclusion in a subject project.

Exterior noise impacts for the Phase A project have been evaluated in the Newpark Place Phase A Newark, California Exterior Noise and Exterior Façade Acoustical Analysis prepared by Veneklasen Associates in August 2019. However, the report does not address potential construction noise and operations noise conditions or impacts. Therefore, Illingworth & Rodkin will prepare a detailed noise analysis that addresses construction noise and operational noise effects. Their scope of work is provided in **Attachment 1**.

Health Risk Assessment

Illingworth & Rodkin will also prepare a health risk assessment for the Phase A project due to its proximity to I-880 and Mowry Avenue. The health risk assessment will assess projected exposure levels and whether exposure could exceed BAAQMD thresholds of significance. BAAQMD deleted several risk screening tools from its website. Therefore, emissions rate calculations and dispersion modeling must now be conducted as part of the HRA scope. This will incrementally increase the cost

of completing the HRA. This task is summarized in Illingworth & Rodkin's scope of work (**Attachment 1**).

Air Quality and Greenhouse Gas Analyses

CONSULTANT will prepare two technical analyses to support the initial study. The first will be an air quality analysis, likely using both CalEEMod and EMFAC as air quality modeling tools. CalEEMod will be used to identify non-mobile source criteria pollutant levels and EMFAC to identify mobile source criteria pollutants. The VMT data to be prepared by Kimley-Horn will be used as the input to EMFAC. BAAQMD thresholds of significance for criteria air emissions will be used to ascertain potential criteria air pollutant impacts.

These same models will be used to generate data for use in a separate greenhouse gas emissions analysis. In the absence of the CITY having adopted its own GHG threshold of significance and the fact that BAAQMD threshold guidance has not been updated to reflect the current statewide 2030 GHG reduction target, CONSULTANT will derive a project-specific threshold of significance using a commonly used methodology based on GHG emissions per service population (service population is the sum of new residents and new employment).

Initial Study Deliverables

CONSULTANT will prepare draft and final initial studies as follows:

Draft Initial Study. A draft initial study will be prepared pursuant to CEQA Guidelines section 15162. The draft initial study will determine whether the proposed project (specific plan amendments and Phase A) has potential to create new or more severe significant impacts could trigger the need for further environmental review. The draft initial study will incorporate the technical analyses prepared by Kimley-Horn, Illingworth & Rodkin, and CONSULTANT. If during the course of the analysis EMC finds that further environmental review in the form of a mitigated negative declaration or EIR may, or will, be required, the CITY will be notified immediately

Final Initial Study. CITY comments will be incorporated into the draft initial study to prepare a final initial study. The final initial study would constitute the CEQA documentation to be considered by the CITY Council prior to considering action on the specific plan amendments and Phase A project unless it is determined that additional CEQA documentation is required. If an EIR is required, the initial study can be used to focus the scope of the EIR.

***Assumptions:** It is assumed that the final specific plan amendments package prepared in Task 1 will serve as the project description of the specific plan amendments to be considered in the CEQA documentation. For the specific plan amendments, a brief review of environmental topics and effects will be sufficient.*

If additional CEQA documentation is required, a scope and budget will be submitted as a contract amendment. Any review by Brookfield will be coordinated by the CITY and comments from Brookfield will be incorporated by the CITY into one set of comments, including comments from various CITY departments, with internal consistency of comments verified before delivery to CONSULTANT. As a result of the applicant's involvement in the draft initial study review, the level of effort to address comments will be incrementally higher than if comments were limited to those solely from CITY staff.

***Deliverables:** Three (3) hard copies of a draft initial study and one electronic version for review and comment by the CITY. Fifteen (15) hard copies of the final initial study, one electronic version, and ten (10) copies on CD.*

Meeting Summary for Task 2

Two (2) in-person meetings with CITY staff, eight (8) teleconferences, one (1) Planning Commission hearing, and one (1) CITY Council hearing, with CONSULTANT available to respond to questions from decision makers and the public. Meeting and communications summaries for ELS, Kimley-Horn and Illingworth & Rodkin are included in their scopes of work.

Task 3 – Planning and Design Assistance

The CITY has requested that both CONSULTANT and ELS be available on an as-needed basis to provide planning support for the specific plan amendment and Phase A application and review processes. CONSULTANT activities could include, but may not be limited to attending/facilitating meetings with stakeholders, including Brookfield, preparing analyses not specific to the specific plan amendments and/or the CEQA process, supporting CITY staff in preparing staff reports and resolutions, etc. ELS' support could include, but may not be limited to design review related aspects of the development review process.

Schedule

Specific Plan Amendments Review

Provided that the “master plan” information submitted by Brookfield to date is “stable”, constitutes the full set of proposed specific plan figure amendments, and remains unchanged, the CONSULTANT team would complete the initial review within four weeks of the date it is authorized to start work and all contracts are complete. If the CONSULTANT team recommends amendment modifications, the timing to complete the review in final will be contingent on further discussions with CITY staff and Brookfield, and on Brookfield's submittal of a revised set of amendment figures.

CEQA Documentation

The CEQA documentation schedule will be most influenced by the lead time needed to complete the technical analysis, and more particularly, the VMT analysis. That analysis is expected to take approximately six to eight weeks provided analysis inputs needed from the CITY and/or applicant are provided in a timely fashion, the Phase A project description is stable before the analysis begins and remains unchanged, and the traffic model for evaluating VMT is available and suitable for use. The air quality and GHG analyses require VMT results as an input, but to an extent can be conducted in parallel with the VMT work.

Barring unforeseen circumstances, a draft initial study would be completed within 16 to 18 weeks of the date CONSULTANT is authorized to start work and all contracts are complete.

If no further CEQA documentation is required, a final initial study will be completed within three weeks of receipt of CITY comments on the draft initial study. If additional CEQA documentation is needed, a contract amendment will be required to address the additional level of effort, with an associated schedule identified at that time.



Attachment 1: Sub-consultant Scope of Work



Memorandum

Date:	March 10, 2020	Project:	NewPark Specific Plan
To:	Ron Sisseem, EMC Planning Group	Project No:	201625.00
From:	Ryan Call	Subject:	Contract Amendment

A. Dear Ron,

Pursuant to our phone discussion, we propose the following fees to provide design review of the October, 2019 Newpark Mall mixed-use project application.

Task 1 Initial Master Plan design review: 2 weeks \$10,000 T&M not to exceed budget
ELS will review the proposed concept masterplan for conformance to the NewPark Mall Specific Plan design goals in the following areas of concern:

- Review site circulation concepts
- Review retail diagram
- Review north plaza design

We will provide an initial draft analysis for discussion with the City of Newark followed by a final draft. Analysis will utilize overlay diagrams and supporting text and imagery summarized into a 11x17 electronic pdf document.

Task 2 On-call design review services: \$10,000 T&M not to exceed budget
Subsequent to the first review, ELS will provide additional on-call master planning design review services as deemed necessary by the City of Newark.

We are very excited about how this project is progressing and look forward to collaborating with EMC Planning Group and the City of Newark.

Ryan Call, AIA,
Principal, Director of Urban Design

Enclosures: Reimbursable Expenses and Rate Schedule



July 9, 2020

Ron Sissem
EMC Planning Group
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

Re: Professional Services Agreement: NewPark Place Specific Plan Update

Mr. Ron Sissem,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to EMC Planning Group ("EMC" or "Client") for providing transportation planning service for the NewPark Place Specific Plan Area.

Project Understanding

The NewPark Place Specific Plan is a document which outlines the vision for redevelopment of the Greater NewPark Mall. The redevelopment within the area would include a mixture of retail, office, residential, and other uses. The City of Newark (City) approved the NewPark Place Specific Plan on April 26, 2018.

Brookfield Properties (Brookfield) has proposed modification to the Specific Plans. Modifications were made to circulation, transit, parking and other portions of the Specific Plan. In addition, Brookfield is proposing Phase A of the Specific Plan which consist of 315 apartment dwelling units and 3,088 square feet of retail. EMC has reached out to Kimley-Horn to review the proposed modification to the Specific Plan and conduct a consistency traffic analysis for and Phase A.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Specific Plan Consistency Review

Brookfield has proposed modifications to the Specific Plan. To ensure consistency with the Specific Plan, Kimley-Horn will review the proposed modification in regards to transportation/circulation aspects. The review will focus on the qualitative aspects of the proposed modification and assumes that no extensive traffic analysis will be conducted as part of the review. Kimley-Horn will summarize the findings in a draft technical memorandum which will be submitted to EMC for review. After receipt of one set of non-conflicting comments, Kimley-Horn in a final memorandum. Kimley-Horn assumes 32 engineering hours for review.

It is assumed that Kimley-Horn will attend one (1) internal meeting, via teleconference, to discuss the findings of Task 1. It is assumed that no attendance at meetings with the City are required. Kimley-Horn assumes 8 hours for meetings and coordination for this task.

Task 2 – Circulation Analysis Peer Review

Sandis conducted a Circulation Analysis report dated May 9, 2019. In addition, the City requested additional traffic analysis in the 2nd Review letter dated April 17, 2020. Kimley-Horn will review the Circulation Analysis and updated traffic analysis for the following:

- Determine if the analysis conforms with existing evaluation standards (e.g. Newark General Plan, Alameda County Transportation Commission, Caltrans *Guide for the Preparation of Traffic Impact Studies*, etc.)
- Evaluate trip generation assumptions
- Evaluate trip assignment assumptions
- Evaluate adequacy of mitigation measures
- City comments on the Circulation Analysis were addressed

Kimley-Horn will summarize comments on the Circulation Analysis and updated traffic analysis in a technical memorandum, which will be submitted to EMC, City and the applicant for review. Kimley-Horn will attend up to one (1) conference call to go over comments on the Circulation Analysis. Kimley-Horn assumed 30 hours to complete the Peer Review task.

Task 3 – Phase A VMT Analysis

Kimley-Horn will conduct a VMT analysis which will evaluate the change in VMT based on the proposed Phase A of the Specific Plan based on VMT threshold already established by the City. Results of the VMT analysis will be summarized in a technical memorandum. After receipt of one set of non-conflicting comments, Kimley-Horn in a final memorandum. Kimley-Horn assumed 100 hours to complete the VMT analysis and technical memorandum.

Kimley-Horn will work with EMC, City, and applicant to discuss and confirm the City’s methodology and threshold for the vehicle miles traveled (VMT) analysis that will be used for CEQA analysis. Kimley-Horn will also attend meetings between EMC and the City to discuss the results from the VMT analysis. Kimley-Horn may also need to coordinate with Alameda County Transportation Commission (Alameda CTC) to obtain the countywide travel demand model that would be used for VMT analysis. Kimley-Horn assumes 30 hours for City coordination and 10 hours for coordination with the County.

Additional Services

- Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following: Traffic analysis associated with modification to the whole Specific Plan
- Additional meeting attendance
- Revision of analysis or report based on change to Phase A site plan or project description

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Master Plans for review
- Phase A Site Plan and Project Description

Fee and Expenses

Kimley-Horn will perform the services in **Tasks 1 -3** on a labor fee plus expense basis with the maximum labor fee shown below.

Task		Fee
Task 1	Review of Master Plan Concepts	\$12,000
Task 2	Circulation Analysis Peer Review	\$7,000
Task 3	Phase A VMT Analysis	\$35,000

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to EMC Planning Group.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

- Please email all invoices to
- Please copy

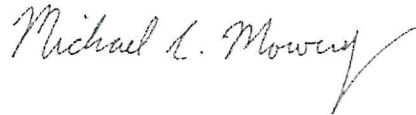
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Michael C. Mowery, P.E.
CA PE #C66353

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality

429 E. Cotati Ave
Cotati, CA 94931

Tel: 707-794-0400
www.illingworthrodkin.com

Fax: 707-794-0405
illro@illingworthrodkin.com

Proposal

Date: July 9, 2020

B. To: **Polaris Kinison Brown**
EMC
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

From: James A. Reyff
Illingworth & Rodkin, Inc.
429 E. Cotati Ave
Cotati, CA 94931

RE: Newark Park Place, Phase PH A Residential Development - Newark, CA

SUBJECT: Proposal for Noise and Air Quality Consulting Services

This proposal addresses acoustical and air quality evaluations for the proposed Phase A residential development in the western portion of the New Park Specific Plan area adjacent to Mowry Avenue and near the I-880 interchange.

Scope of Work - Noise

An evaluation of exterior noise impacts at the Phase A Mixed-Use project site was previously conducted (*Newpark Place Phase A Newark, California Exterior Noise and Exterior Façade Acoustical Analysis* prepared by Veneklasen Associates in August 2019). The report specifically established existing conditions and construction materials for interior noise mitigations; however, the report does not cover construction noise and on-going operations noise.

From a CEQA perspective, the primary noise- and vibration-related issues associated with the project would result from temporary project construction activities and permanent project operations. Illingworth & Rodkin, Inc. (I&R) would complete the following asks in the noise assessment:

1. **Calculate Construction Noise Levels.** Noise generated by the construction of the project would be calculated at nearby uses based on data contained in I&R files. Construction of large buildings can generate relatively high noise levels, especially during the construction of building foundations which require vibratory or impact pile driving.

2. **Calculate Construction Vibration Levels.** Vibration may be a concern during demolition and construction depending on the proximity of the project to existing buildings. Vibration levels expected from demolition and construction activities would be based on published data contained in I&R files.
3. **Calculate Project Operational Noise Levels.** I&R would calculate project-generated noise that could affect existing noise sensitive uses. This would include calculations of traffic noise increases based on the project's traffic study, noise from the project's mechanical system, and other features of the project.
4. **Assess Noise and Vibration Impacts.** Noise impacts will be assessed pursuant to the requirements of the CEQA Guidelines. Most importantly, we would determine whether or not there would be a substantial temporary or permanent increase in ambient noise levels at sensitive receptors in the area that would result from the proposed project. Noise levels would be compared to applicable noise thresholds set forth in the City of Newark General Plan and Municipal Code. Vibration impacts would be assessed with respect damage criteria established by Caltrans.
5. **Recommend Mitigation Measures.** We will recommend measures to mitigate any significant noise or vibration impacts that are identified.

C. Scope of Work – Air Quality (Health Risk Assessment)

B. This proposal assumes that EMC would conduct the air quality analysis and emission modeling using CalEEMod. I&R's role would be to conduct the health risk assessment that addresses construction and operational emissions. Operational emissions are anticipated to be addressed qualitatively because residential uses are not considered a local source of toxic air contaminant (TAC) emissions. In addition, the project would locate sensitive receptors near sources of TACs; therefore, the effects of these sources upon the project would be addressed.

1. **Construction Health Risk Assessment.** Construction emissions would be predicted by EMC and used to characterize on- and near-site emissions from the project. Dispersion modeling using the EPA's AERMOD model (or ISCST3 if appropriate) and hourly meteorological data from the most representative monitoring station would be conducted to predict exposures. The cancer risks associated with modeled construction-period diesel particulate matter concentrations would be computed following the BAAQMD risk management policy guidance. The risks would be compared against BAAQMD CEQA thresholds (i.e., cancer risk of 10 in one million, non-cancer hazards and PM2.5 concentration). Screening data obtained from BAAQMD would be used to predict cumulative community risk impacts. Mitigation measures that represent "Best Management Practices" to control dust or particulate matter emissions would be identified. In addition, other measures that may be necessary to reduce construction exhaust emissions or cancer risks would be identified.
2. **Evaluate Sensitive Receptor Exposure.** The exposure of project sensitive receptors would be evaluated by predicting traffic impacts from I-880 and Mowry Boulevard. This task would use the Ct-Emfac model, along with available traffic data, to predict traffic emissions emitted from the roadways. These emissions would be used in dispersion

modeling using the AERMOD or ISCST3 model. Stationary sources near the site would be identified by requesting information from BAAQMD. Impacts from these stationary sources to the site would be assessed using screening tools provided by BAAQMD. Cancer risks and annual PM2.5 concentrations would be predicted at the site. If necessary, measures to reduce occupant exposure to acceptable levels would be identified. Since the time of the original proposal, BAAQMD removed several screening tools that improve the efficiency for computing local roadway impacts. Therefore, this scope of work would have to compute new emissions rates and include dispersion modeling for local roadways.

Deliverables

The results of the noise and health risk assessments will be submitted to you in standard CEQA format. The report would include appropriate tables, graphics, results, and information regarding any proposed mitigation measures.

Budget Estimate

I&R's fee to prepare this work is outlined in the table below. Work not included in this cost estimate, such as our attendance at meetings or hearings or responses to public comments would be billed in addition at our standard rates plus travel expenses. Attachment A lists I&R's hourly billing rates and insurance coverage.

Task	Cost
Noise Assessment	\$5,500
Health Risk Assessment	\$9,400
TOTAL	\$14,900



EXHIBIT B

PAYMENT

NewPark Place Specific Plan Implementation Planning Services										
Task	EMC Planning Group Inc.									
Staff	Senior Principal	Principal	Principal Planner	Associate Planner	Senior Biologist	Desktop Publisher	Graphics	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$250.00	\$225.00	\$200.00	\$150.00	\$155.00	\$150.00	\$125.00	\$115.00		
Project Management	5.0	30.0	14.0	0.0	0.0	0.0	0.0	2.0	51.0	\$11,030.00
Task 1. Specific Plan Amendments										
Draft Specific Plan Amendment Review/Memo	0.0	12.0	4.0	0.0	0.0	0.0	2.0	2.0	20.0	\$3,980.00
Final Specific Plan Amendment Review/Memo	0.0	4.0	2.0	0.0	0.0	0.0	0.0	2.0	8.0	\$1,530.00
Prepare Revised Specific Plan Package										
Admin Draft Revisions	0.0	12.0	0.0	8.0	0.0	0.0	4.0	2.0	26.0	\$4,630.00
Draft Revisions	0.0	4.0	0.0	8.0	0.0	0.0	2.0	2.0	16.0	\$2,580.00
Errata Memo	1.0	4.0	4.0	0.0	0.0	0.0	2.0	2.0	13.0	\$2,430.00
Final Amended Specific Plan	3.0	4.0	0.0	8.0	0.0	30.0	2.0	6.0	53.0	\$8,290.00
Task 2. CEQA Documentation										
Draft Initial Study	8.0	12.0	65.0	28.0	2.0	0.0	28.0	6.0	149.0	\$26,400.00
Final Initial Study	4.0	6.0	25.0	22.0	1.0	0.0	8.0	2.0	68.0	\$12,035.00
Meetings: In-Person (2), Teleconference (8), Public Hearings (2)	0.0	48.0	18.0	0.0	0.0	0.0	0.0	4.0	70.0	\$14,860.00
Task 3. Planning and Design Assistance	3.0	50.0	12.0	0.0	0.0	0.0	4.0	0.0	69.0	\$14,900.00
Subtotal (Hours)	24.0	186.0	144.0	74.0	3.0	30.0	52.0	30.0	Total Hours	Total Cost
Subtotal (Cost)	\$6,000.00	\$41,850.00	\$28,800.00	\$11,100.00	\$465.00	\$4,500.00	\$6,500.00	\$3,450.00	543.0	\$102,665.00

Additional Costs	
Production Costs	
Travel Costs	\$4,250.00
Postal/Deliverables	\$750.00
Miscellaneous	\$150.00
Administrative Overhead 10%	\$150.00
Total	\$530.00
	\$5,830.00

Subconsultant Fees	
ELS Design Review (Task 1)	
ELS Design Review (On-Call)	\$10,000.00
Kimley Horn (Peer Review)	\$10,000.00
Kimley Horn (VMT Analysis of Phase A)	\$19,000.00
Illingworth & Rodkin (Noise and HRA)	\$35,000.00
Subconsultant Overhead 5%	\$14,900.00
Total	\$4,445.00
	\$93,345.00

Total Costs	\$201,840.00
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Contingency Fee	
5% of the Total Costs	\$10,092.00

Total Costs with Contingency Fee	\$211,932.00
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EXHIBIT C
QUALIFICATIONS

A photograph of a coastal landscape. In the foreground, a wooden boardwalk made of light-colored planks runs diagonally from the bottom left towards the center. To the right of the boardwalk is a dune area with sparse, dry-looking vegetation in shades of brown and yellow. In the background, the ocean is visible with white waves crashing against a rocky shore. Further back, there is a line of green trees and some buildings under a clear blue sky.

Statement of Qualifications

Prepared by
EMC Planning Group

2020



STATEMENT OF QUALIFICATIONS

EMC PLANNING GROUP INC.
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GROVES@EMCPLANNING.COM
WWW.EMCPLANNING.COM



COMPANY PROFILE

*Celebrating
41 Years of
Excellence*



CERTIFIED GREEN BUSINESS

CERTIFIED CALIFORNIA
SMALL BUSINESS ENTERPRISE (SBE)

EMC Planning Group is a full-service interdisciplinary land use planning, environmental planning, and design firm located in Monterey, California. Since its inception in 1978, EMC Planning Group has been guided by exceptional commitment to clients and to client satisfaction. Our firm has earned a reputation for being responsive, attuned to client needs, skilled in developing and implementing strategies to meet client goals, and producing quality products. EMC Planning Group is a State of California certified small business, and a locally-certified green business.

Over the course of 41 years in business, EMC Planning Group has gained rich experience in a broad range of planning and development disciplines. Our firm translates that experience into concrete, focused results in a time and cost effective manner. EMC Planning Group's receipt of numerous awards and national recognition is one indicator that our clients and peers acknowledge our expertise.

EMC Planning Group's success and longevity are due in large part to the diversity, talents, and creativity of its team members. Our land use planners, environmental planners, biologists, archaeologists, and land use designers are skilled professionals with the ability to deliver practical, yet innovative solutions to land use planning, development design, environmental review, and regulatory compliance challenges.

The services presented below are representative of those EMC Planning Group delivers to its extensive public and private sector clients.

- **CEQA and NEPA Compliance Services:** initial studies, environmental assessments, environmental impact reports, environmental impact statements, noticing, and findings;
- **Procedural Planning:** contract planning staff services including development review process management, permit processing, policy and regulatory analyses, application preparation and completeness review, land use plan/specific plan preparation, zoning regulation preparation/review, preparation of project consideration packages (staff report, resolutions and ordinances, findings, etc.), environmental documentation preparation, public noticing, preparation of specialized technical documentation, coordinate and manage technical consultants, prepare and monitor project schedules and budgets, public outreach/participation, etc.;



COMPANY PROFILE

- **Land Use Planning:** development site selection and evaluation, site planning and design, master planning, architectural and landscape design, permit processing, entitlement process coordination and management, local agency formation commission application processing, and project representation;
- **Advanced/General Planning:** general plans, specific plans, local coastal programs, zoning codes, housing elements, sphere-of-influence studies, area plans, and vibrancy plans;
- **Biological Resources:** biological resources assessment, special-status species surveys, wetland delineations, habitat conservation plans, and compliance permitting;
- **Archaeology:** archaeological surveys, testing, and monitoring, National Register eligibility assessments, preparation of cultural resources report in compliance with CEQA, NEPA, and National Historic Preservation Act (NHPA) Section 106 NEPA compliance; and
- **Public Outreach:** develop and implement public outreach programs.



NOTABLE AWARDS

EMC Planning Group is a national-award-winning firm and has won numerous awards over the years.

City of Sand City Vibrancy Plan

- Economic Planning and Development Award of Merit – American Planning Associations (APA), California Chapter, Northern Section (2020)

City of Salinas Economic Development Element

- Outstanding Planning Document - Association of Environmental Professional (2016)
- Economic Planning and Development Award of Excellence – American Planning Associations (APA), California Chapter, Northern Section (2015)
- Economic Planning and Development Award of Merit - APA California Chapter (2015)

Camp Pico Blanco Scout Reservation Conservation Plan

- Outstanding Environmental Resource Document Award - Association of Environmental Professionals (2015)
- Innovation in Green Community Planning Award of Excellence – APA, California Chapter, Northern Section (2014)

Fort Ord Reuse Plan Reassessment

- Best Practices Award of Merit - APA, California Chapter, Northern Section (2013)

City of Gonzales Downtown Revitalization Plan

- Planning Implementation Award of Merit - APA, California Chapter, Northern Section (2000)

Fort Ord Reuse Plan and EIR

- Outstanding Planning Award in the Category of Comprehensive Planning in a Small Jurisdiction – APA, National (1997)

CEQA/NEPA COMPLIANCE SERVICES

EMC Planning Group has been assisting public agencies comply with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) since 1978. Environmental impact assessment requires a technical understanding of natural processes and how those processes might be affected by proposed development. Our goal is to provide thorough research and analysis of environmental impacts and provide complete informational documents for decision-makers on the environmental effects of land use and development proposals presented to them.

EMC Planning Group has technical expertise and experience in preparing the following CEQA and/or NEPA documentation:

- Initial Studies/Environmental Impact Reports,
- Environmental Assessments/Environmental Impact Statements,
- CEQA/NEPA Noticing,
- CEQA Findings, and
- Mitigation Monitoring and Reporting Plans.

EMC Planning Group has the in-house technical expertise to address the following environmental issues:

- Important Farmlands Assessment,
- Visual Impact Assessment,
- Biological Resource Impact Assessments,
- Wetland Assessments,
- Air Quality Modeling and Impact Assessment, and
- Global Warming Impact Assessment.

EMC Planning Group

301 Lighthouse Avenue, Suite C

Monterey, CA 93940

Tel: 831.649.1799

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COMMUNITY PLANNING SERVICES

EMC Planning Group prides itself on preparing land use plans and other planning products that are forward thinking, practical and implementable, sensitive to environmental sustainability, and meet the needs of the communities the plans are intended to benefit. These key elements are highly interrelated and achieving a balance between them is important and challenging. EMC Planning Group brings rich insight to the table in working with local and regional governments, special districts, and the private sector development community in facilitating plans that achieve such balance. The firm's expertise in natural environment and built environment analyses and urban design, pragmatic and functional understanding of development finance and challenges involved in plan implementation, and practical ability to identify and elicit input on needs and desires of communities and clients assures that we deliver products that meet the challenges of planning for the future in a currently complex environment.

We recognize that the "best laid plan" is only as good as its financial feasibility and as good as the implementation clarity it provides to all stakeholders. EMC Planning Group encourages early evaluation of financial and market feasibility as a factor in the land use, infrastructure, and community benefits planning process. The firm also places great emphasis on the implementation end of the development process by thoroughly identifying implementation processes and actions, responsibilities, and timing. As a result, agencies and the development community can work together seamlessly to consider, process, and implement projects because expectations for all involved parties are well defined. As a result, time and costs are reduced for all parties.

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www.emcplanning.com



MUNICIPAL PLANNING STAFF SUPPORT SERVICES

EMC Planning Group has a long history of providing staff support services to cities, counties, and special districts. Since its founding in 1978, EMC Planning Group's goal has been to assist communities with staff support, whether it means taking on specific larger projects or dealing with the day to day processing of applications and meetings.

EMC Planning Group has helped short-staffed cities process commercial site plan reviews, subdivisions, and major annexations, and can take on a small or large role to best meet the needs of the jurisdiction. The following is a list of some of the municipal staff support services we provide:

- Application processing, project management, and Permit Streamlining Act compliance;
- Representation in meetings with agencies, applicants, tribes, and other outside parties;
- CEQA and NEPA compliance;
- Preparation of CEQA guidelines and thresholds of significance;
- Preparation of agenda packets, including staff reports, findings, resolutions, ordinances, and conditions of approval;
- Presentations at public hearings; and
- Condition and mitigation monitoring

EMC Planning Group personnel offer a diverse range of professional experience and technical expertise from both sides of the "Counter". Through its balanced and extensive experience, EMC Planning Group understands the public agency needs, which is the first and foremost key to delivering effective services.

EMC Planning Group

301 Lighthouse Avenue, Suite C

Monterey, CA 93940

Tel: 831.649.1799

www.emcplanning.com

Responsive

Experienced

Knowledgeable

COASTAL PLANNING SERVICES

EMC Planning Group's team of experts is uniquely qualified to assist jurisdictions within California with their coastal planning projects. We have extensive experience working with various counties, cities, and commissions on projects within coastal areas; and specific experience working on long-range coastal planning documents such as Local Coastal Programs.

We take pride in the fact that we prepare documents that are consistent with all regulatory requirements and that are forward thinking, sensitive to environmental sustainability, user-friendly, easy to implement, and meet the needs of the communities the plans are intended to benefit. Some of the services we offer include the following:

- Local Coastal Programs, Local Coastal Program Updates, and Local Coastal Program Amendments;
- Coastal Zoning Updates;
- Coastal Development Permits;
- Coastal Land Use Feasibility Studies;
- Coastal Vulnerability Assessments;
- Sea Level Rise and Coastal Hazards Analysis;
- Coastal Hazards Planning and Adaptation Strategies;
- California Environmental Quality Act Compliance;
- Coastal Habitat Assessments and Environmental Sensitive Habitat (ESHA) Mapping; and
- Regulatory Advisement.

EMC Planning Group's coastal team has the environmental and land use experience that is necessary to assist our clients to successfully navigate the complex coastal planning and permitting process.



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NATURAL RESOURCES MANAGEMENT AND BIOLOGICAL SERVICES

EMC Planning Group biologists assist public and private sector clients in assessing biological resources and complying with resource agency regulations and permits on both large and small projects. Our reputation for success is founded on regional expertise in surveying for general biological resources and targeted special-status species. We coordinate with clients during the initial stages of project planning to help identify controversial issues and propose achievable, effective impact avoidance and minimization strategies to save time, reduce costs, and expedite project approvals.

By incorporating this pro-active philosophy into our client support services, we are able to provide project proponents with technically sound, appropriately detailed documents. By analyzing potential constraints early in the scoping process, EMC Planning Group has been able to help clients avoid costly delays to project schedules and earn early regulatory agency permitting approval.

EMC Planning Group biologists offer clients adaptive, innovative solutions to environmental compliance challenges. We provide comprehensive and scientifically defensible project impact analyses and biological resources documentation to comply with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements.

Biological Consulting Services include:

- Biological Literature Reviews, Database Searches, and Field Surveys
- Biological Constraints Analyses and Plant Community Mapping
- Focused Surveys and Habitat Assessments for Special-Status Species
- Pre-Construction Focused Surveys and Construction Monitoring
- Mitigation Planning and Monitoring including Habitat Restoration Design
- Tree Surveys and Inventory Reports/Management Plans
- Preliminary Assessment and/or Delineation of Wetlands and Waters of the U.S.
- Regulatory Agency Consultation, Permitting, and Compliance
- CEQA Compliance (*Biological Resources Evaluation Report and Biological Resources Section of Initial Study or Environmental Impact Report*)
- NEPA Compliance (*Natural Environment Study, Biological Assessment/ Biological Evaluation, and Biological Resources Section of Environmental Assessment or Environmental Impact Statement*)



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CULTURAL RESOURCES SERVICES

Our Registered Professional Archaeologist (RPA) meets the requirements of the Secretary of the Interior's Standards and Professional Qualifications for Archaeology and Historic Preservation, and meets the Society for California Archaeology's requirements for a principal investigator in California.

Our cultural resources services include:

- **CEQA/NEPA**-projects that involve environmental compliance on the state or federal level through the California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) require an archaeological investigation to determine whether cultural resources are present in the project area. The Advisory Council on Historic Preservation's (ACHP) Section 106 of the National Historic Preservation Act (NHPA) regulates the consideration of historic properties under NEPA.
- **Record searches**-by using the California Historical Resources Information System (CHRIS) to research previously-recorded sites or surveys, background information is obtained about a project site and the surrounding land.
- **Survey and testing**-projects generally require an archaeological survey, which could be a 'windshield' survey or a walking (pedestrian) survey. A pedestrian survey is used to investigate the surface of a project site in detail. If evidence of potential cultural resources is discovered during the survey, testing can be conducted to ascertain whether the site contains archaeological material beneath the surface.

Conducting a sacred lands search through the California Native American Heritage Commission's inventory assures that no recorded sacred site located on public land is overlooked on a project site.

- **Project planning and feasibility studies**-by planning out the details of a project with relation to cultural resource impacts and adverse effects, the feasibility for land use, such as for development, can be determined, and what, if any, mitigation and consultation is needed.
- **Data recovery**-should adverse effects to significant cultural resources be imminent, data recovery can mitigate for the impact by collecting information about the site before it is destroyed. A recovery plan is developed through coordination with the State Historic Preservation Officer, tribal representatives, and other parties involved, adhering to the ACHP's standards for treatment of archaeological properties.
- **Archaeological construction monitoring**-when cultural resources have been identified or suspected on-site, construction monitoring to assure avoidance or to comply with mitigation measures is employed. If any subsurface artifacts or sites are revealed, an investigation will commence to determine the significance and extent of the cultural resources.
- **National Register of Historic Places (NRHP) nomination and evaluation**-if, after extensive research and field surveys to determine the physical characteristics and eligibility for nomination for listing with the NRHP, it is determined a site meets the criteria for listing, a nomination will be made.

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PERMITTING AND ENTITLEMENT SERVICES

EMC Planning Group provides permitting, entitlement, and compliance services for permits and entitlements obtained from local, county, state, and federal agencies. Our experience has included providing the following services:

- Permitting strategy
- Site Planning
- Design Development Plans
- Conditional Use Permit Application Preparation
- Building Permit Applications
- Development Permit Preparation
- CEQA (California Environmental Quality Act)
- Biological Resources Permitting and Compliance
- Project Representation at Meetings/Hearing



EMC Planning Group has provided permits and entitlements services for a wide variety of projects including:

- General Plan Amendments
- Specific Plans
- Re-zonings
- Planned Developments
- Use Permits
- Subdivisions
- Annexations

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MEDICAL CANNABIS PROFESSIONAL PROJECT ASSISTANCE



EMC Planning Group has assisted numerous clients, in various counties and cities, with their medical cannabis projects with the following:

- Retail (dispensary) regulatory permit applications
- Cultivation and manufacturing regulatory permit applications
- State applications
- Conditional use permit application packages
 - Environmental documents in accordance with the California Environmental Quality Act (CEQA) to be included in the conditional use permit application package, when necessary
- Medical Cannabis Business Licenses for new cultivation and manufacturing facilities
- Prepare illustrative site plan and supporting graphics
 - Premises diagrams on existing facilities

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REAL ESTATE LAND USE FEASIBILITY

EMC Planning Group works with property owners, perspective property purchasers, and those that sell property, on real property matters that include purchase, sale and leasing of land, helping the client understand the feasibility of their or others' goals, and obtaining land use entitlements for real property. Feasibility assessments usually result in a letter or report, depending on the level of information needed, on the possible use and development yield of the property. Often the feasibility study simply assists a land owner and his real estate professional to sell the property. The land use entitlements could include, but are not limited to, obtaining certificates of compliance, lot line adjustments, minor and major subdivisions, site planning, use permits, and coastal permits.



Our typical real estate and land use services include, but are not limited to:

- Basic land use/zoning/environmental feasibility
- Opportunity and constraints analysis
- Buildable area analysis
- Site yield and density studies
- Master planning
- Conceptual plans or site plans
- Subdivision and lotting plans
- Entitlement processing
- Partition actions/court proceedings to resolve fundamental disputes between owners of real property. Often time's real estate title and appraisal, property and leasehold valuation, or land valuation, with the assistance of associated professionals, is a part of this service.
- Negotiation of agricultural or other conservation easements or sales and Williamson Act exchanges.

EMC Planning Group works with various other professionals, including engineers, surveyors, attorneys, appraisers, and title experts to reach our clients' goals.

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STATEMENT OF QUALIFICATIONS

FIRM OVERVIEW

Kimley-Horn is a full-service engineering and planning firm composed of civil engineers, landscape architects, transportation planners, structural, electrical, roadway engineers, environmental professions, and construction phase specialists. Kimley-Horn is a national firm with more than 4,200 staff in more than 90 offices nationwide. We are organized as one company with multiple locations, and our organization structure is focused on high quality client service. Kimley-Horn is able to bring you the resources of a large national firm combined with the understanding of a small local organization. Our well-established Pleasanton office—which currently staffs nearly 50 engineers, planners, designers, and support staff—has worked for public agencies and municipalities for nearly 30 years, thus giving us broad local project experience.




Our long history of successful projects – efficiently managed from project inception through facility dedication – is your assurance that Kimley-Horn can effectively guide you through the development process.

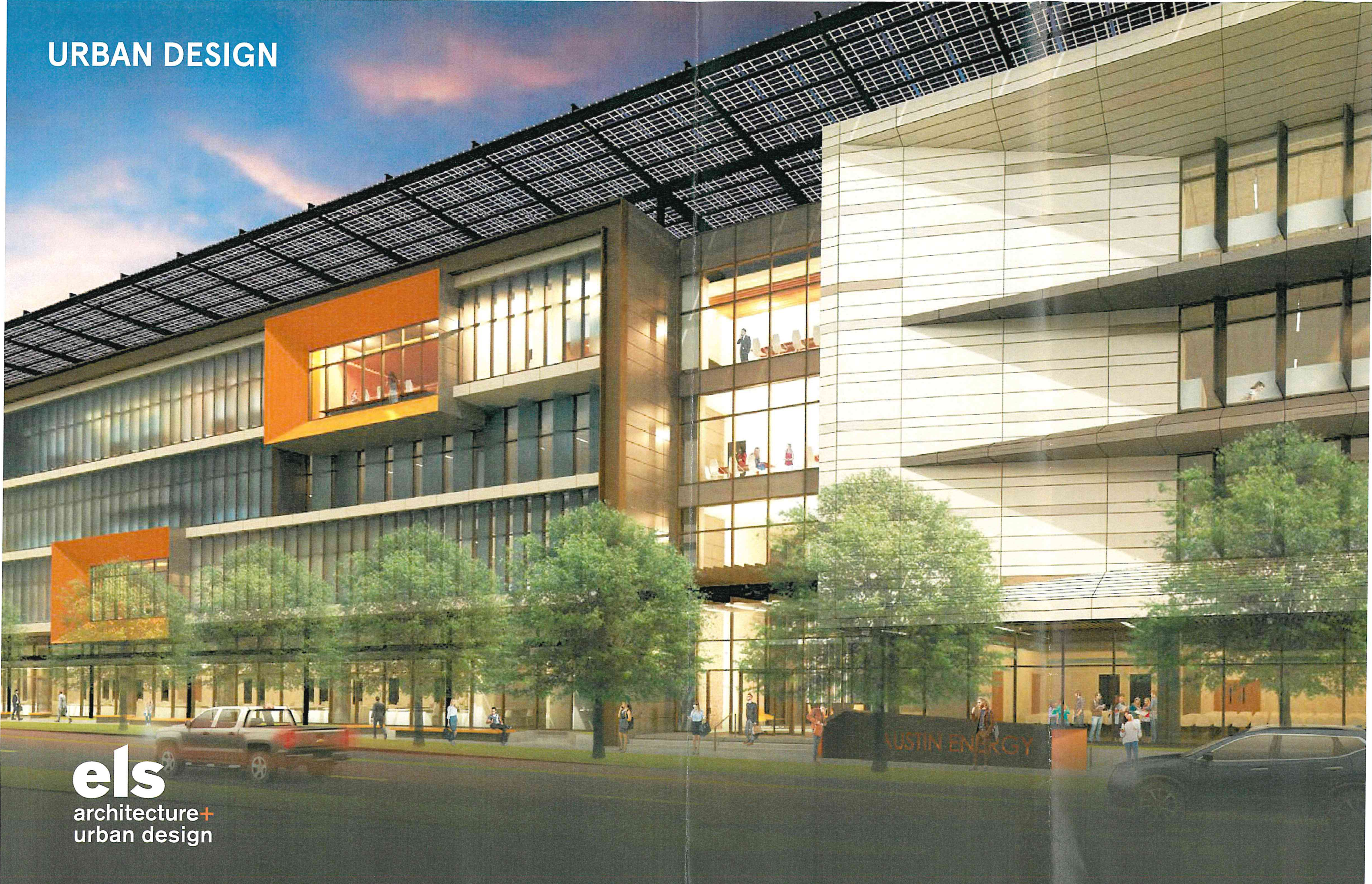
Kimley-Horn’s project managers are backed by the resources and talents of a nationally-ranked organization comprised of creative and results-oriented engineers, planners, economists, environmental specialists, and technicians. With offices located throughout the nation, our staff utilizes the latest technology and information to achieve successful results for our clients. Our project managers serve as the primary liaison to clients; and with the support of our technical and administrative staff, we meet the needs and exceed the expectations of our clients.

A LEADING TRANSPORTATION CONSULTANT

Kimley-Horn is a leading consultant in regional and statewide transportation systems, transportation impact assessments, transit system planning, design, and alternatives analysis, corridor studies, and transportation demand management programs. Our firm has assisted numerous local and state agencies in developing and implementing transportation plans and programs for both short-term and long-range improvements. This experience includes a variety of projects for California city, county, and state government agencies involving transportation facility location and design, planning, engineering analyses, safety countermeasures, environmental scoping, preliminary transportation infrastructure design, and traffic analyses of existing conditions and future alternatives.



URBAN DESIGN



els
architecture+
urban design

AUSTIN ENERGY

Experience

Mueller Aldrich District | Austin, TX

In service of Catellus Development Corporation, ELS master planned the mixed-use commercial center of Austin's Mueller Airport redevelopment. The center — amenitized with parks, housing, retail, cultural and dining attractions — has successfully attracted a significant workforce population including new headquarters for Austin Energy and Texas Mutual as well as an agreement with Shorenstein to build up to 850,000 square feet of office. The district is planned for 1.8 million square feet office. Test fitting each site, ELS has helped Catellus guide development partners to deliver architecture that supports a vibrant public realm.

Downtown Dublin | Dublin, CA

In a collaborative partnership with Urban Field Studio, ELS master planned a new mixed-use downtown for the City of Dublin, California. Designed to specifically address trends in office and housing development, a flexible public framework of streets created a number of development sites for office and housing all within a short walk of restaurants, shops, transit, and residential offerings. Each opportunity site was designed to support a variety of realistic office and residential products optimizing potential land values while also maintaining flexibility to adapt to market conditions.

53rd Street District | Chicago, IL

ELS has provided the University of Chicago on-going master planning and design review services to help guide infill development in Hyde Park's 53rd Street commercial district. Studies include an innovation district master plan for several mixed-use, high density office buildings with lab facilities aimed at collaborative partnerships with the University of Chicago.

Firm Profile

ELS ARCHITECTURE AND URBAN DESIGN

Founded in 1967, ELS Architecture and Urban Design is a California corporation with **53 years of experience** in the planning, design, and creation of great public places and catalyst projects, particularly for mixed-use and retail environments. We are honored to have been named among the 2019 Architect 50 as one of the 50 best firms in the U.S. for Business and Sustainability, and among Architectural Record's 2019 Top 300 Architecture Firms. Many ELS projects have focused on the redevelopment of aging downtowns and adjacent commercial strips for both private and public clients. Our firm excels in the creation of master plans that bridge public and private interests, being attractive to both the community and private development.

We augment our comprehensive and mixed-use master plans with our extensive experience in retail, entertainment, dining, hospitality, commercial office, and residential design. This infusion of practical knowledge allows us to craft plans with evocative public spaces supported by flexible, leasable, and feasible land-use strategies. Our portfolio illustrates our commitment to mixed-use planning that creates dense, active districts that become regional destinations and memorable centers for their communities. Many of our projects have spurred the revitalization of surrounding properties and districts.

Mixed-Use Master Planning

- Mueller Aldrich Street District | Austin, TX
- University of Chicago 53rd Street District | Chicago, IL
- City of Dublin Downtown Master Plan | Dublin, CA
- Project Elevate | Elk Grove, CA
- NewPark Specific Plan | Newark, CA
- Downtown Summerlin | Las Vegas, NV

Office Development

- Austin Energy Headquarters Shell | Austin, TX
- Fremont Bank Headquarters Shell + TI | Fremont, CA
- Summerlin Office Building Shell | Las Vegas, NV
- Wells Fargo Bank TI | Berkeley, CA

Retail + Entertainment

- Hillsdale Shopping Center | San Mateo, CA
- Downtown Summerlin | Las Vegas, NV
- Stonestown Galleria | San Francisco, CA
- The Shops at Merrick Park | Coral Gables, FL
- NewPark Mall | Newark, CA

Hospitality

- Mission Inn Hotel + Spa | Riverside, CA
- Hyatt Regency | San Francisco, CA
- Presidents Hotel | Palo Alto, CA

Residential Development

- Alvin's Corner at Penny Lane | Campbell, CA
- Ward Village Mixed-Use Residential | Honolulu, HI

50 YEARS OF DESIGN EXCELLENCE

Designing successful places through vision, innovation, and collaboration

Walkable Workforce



Mueller Aldrich District | Austin, TX

Catellus, in partnership with the City of Austin, was able to transform an area with zero precedent for office into a premium Class A address including the headquarters for Texas Mutual and Austin Energy. Key to landing these tenants were amenities such as substantial civic, cultural, recreational, entertainment and residential offerings — amenities not readily available or affordable in downtown Austin — all within a five to ten minute walk.

Opportunity Sites



Project Elevate | Elk Grove, CA

An asymmetrical parcel plan for Project Elevate in Elk Grove, California, was intentionally designed to create a significant long-term opportunity site where frontage on two major arterials contributed significant value and access attractive to a small commercial office campus. Other sites were sized appropriately to their use and a more near-term market demand.

Bold Contextualism



Downtown Dublin | Dublin, CA

Our architectural practice values exciting design rooted in pragmatic solutions. When recruiting investors the marketing materials must entice at multiple levels, including program flexibility and constructibility. Our architectural designs help cities establish a vision for quality and experience, as well as build confidence with third-party developers that the proposal is reality backed.



Ryan Call, AIA

Principal/Director of Urban Design

Ryan directs ELS' Urban Design portfolio. Since joining ELS in 2001, Ryan has developed a particular expertise in master planning mixed-use urban communities, with a focus on vibrant retail districts and public spaces. His primary interest lies in the strategic aspects of the design process, and he has participated in many urban design and feasibility concept studies. His presentation expertise has proven key to the success of many ELS projects, especially during the critical public process and approvals phases.

rcall@elsarch.com

EDUCATION

Bachelor of Architecture,
Washington State University

PROFESSIONAL REGISTRATION

Ryan is registered to practice
architecture in California.

AFFILIATIONS

Member, ULI Technical
Advisory Panel, Brentwood

Board Member, Berkeley
Downtown Business
Association (DBA)

Full Member, Urban Land
Institute, Co-Author, Apgar
Award winning article "New
Suburbanism," and Author,
"Creating Streets People Can
Identify With"

Urban Plan Instructor, Urban
Land Institute

Ryan has been involved with the Mueller Aldrich Street District Master Plan since its inception, where he was a quick and dependable resource for Catellus' Austin team, covering the full spectrum of tasks from big picture conceptual thinking to data analysis and lease exhibits. He is working on the master plan for the transformation of the Hillsdale Shopping Center in San Mateo, taking advantage of the center's urban infill and transit friendly location and reinforcing its place as a retail and entertainment destination.

Ryan volunteers extensively with several organizations, including Berkeley Design Advocates, Downtown Berkeley Association, and Urban Land Institute's Urban Plan Program. Ryan served on the ULI Technical Advisory Panel for Brentwood. He co-wrote and illustrated the S-17 Residential Open Space guidelines for the City of Oakland. In Berkeley, Ryan has volunteered with the Downtown Berkeley Association advocating for safer streets and more vibrant public spaces. Through his work with Berkeley Design Advocates, Ryan co-led two charettes for the revitalization of Telegraph Avenue. Ryan was the recipient of the 2014 Apgar award and regularly contributes articles to ULI. His most recent ULI article, "Creating Streets People Can Identify With," was published in November of 2017.

RELEVANT EXPERIENCE

- Downtown Dublin Urban Design Plan | Dublin, CA
- Project Elevate Retail Mixed-Use Master Plan | Elk Grove, CA
- Mueller Aldrich Street District | Austin, TX
- Austin Energy Office Headquarters | Austin, TX
- NewPark Specific Plan | Newark, CA
- Third Street Bloomington Mixed-Use Retail District | Bloomington, IN
- Hillsdale Shopping Center Mixed-Use Master Plan | San Mateo, CA
- Hillsdale Shopping Center North Block | San Mateo, CA
- Stonestown Galleria Anchor Redevelopment | San Francisco, CA
- University of Chicago 53rd Street District Mixed-Use Master Plan | Chicago, IL
- Merced Hotel Expansion | Merced, CA
- NOKIA Theatre L.A. LIVE | Los Angeles, CA
- Telegraph Avenue Charette | Berkeley, CA
- Sunnyvale Downtown Urban Design Plan | Sunnyvale, CA
- Ward Village Shops | Honolulu, HI
- Glendale Galleria | Glendale, CA
- Fort Collins Midtown Commercial Redevelopment Study | Fort Collins, CO
- Downtown Westminster Master Plan | Westminster, CO
- Las Montañas Marketplace | Indio, CA
- Eastridge Mall | San Jose, CA
- Village of Merrick Park | Coral Gables, FL
- Downtown Summerlin Design Guidelines | Summerlin, NV
- Coronado Retail Center | Albuquerque, NM
- Tuscon Mall Expansion and Renovation | Tuscon, AZ



David Masenten, AIA, LEED AP BD+C

Principal/Director of Mixed-Use

David directs ELS' Mixed-Use practice and has extensive experience designing large, multi-use projects that incorporate the best green practices. Projects include high-rise commercial and residential buildings, large-scale urban master planning and urban design, town planning, commercial tenant fit-out for national retailers, and corporate interiors for international companies. David has worked on numerous complex projects that involve lengthy and challenging approvals requiring political outreach and public sensitivity. He has also worked strategically with developers to create economic strategies for long-term planning scenarios.

dmasenten@elsarch.com

EDUCATION

Master in City Planning,
Massachusetts Institute of
Technology, 2004

Bachelor of Architecture,
Rhode Island School of Design,
1998

PROFESSIONAL REGISTRATION

David is registered to practice
architecture in California.

AFFILIATIONS

Member, SPUR

Member, USGBC

Member, AIA

Prior to joining ELS, David worked for nine years on entitling complex mixed-use high-rise projects in San Francisco, as well as managing master planning and urban design projects in cities across China including Guangzhou, Zhuhai, and Shanghai. David managed the planning approvals process for the first LEED ND-Platinum (Stage 1) project in the world, the Emeryville Marketplace, and has helped lead the 15.5-square-mile Guangzhou South Axis Master Plan, a redesign of the city's southern center, which is currently under construction.

RELEVANT EXPERIENCE

- Downtown Dublin Urban Design Plan | Dublin, CA
- Project Elevate Retail Mixed-Use Master Plan | Elk Grove, CA
- Austin Energy Office Headquarters | Austin, TX
- Fremont Bank Mixed-Use Residential Master Plan | Fremont, CA
- Fremont Bank Office Headquarters | Fremont, CA
- NewPark Specific Plan | Newark, CA
- Third Street Bloomington Mixed-Use Retail District | Bloomington, IN
- Stonestown Galleria | San Francisco, CA
- AEG Mixed-Use and Entertainment District | Nashville Yards | Nashville, TN
- Kitsap Mall Redevelopment | Silverdale, Washington
- University of Chicago 53rd Street District Mixed-Use Master Plan | Chicago, IL
- 505 Brannan (Pinterest HQ) | San Francisco, CA*
- 350 Bush Office Tower | San Francisco, CA*
- 1510 Webster Mixed-Use High-Rise Residential Tower | Oakland, CA*
- Kismet Resort Master Plan | Cloverdale, CA*
- Emeryville Marketplace LEED ND Platinum Mixed-Use Master Plan | Emeryville, CA*
- 447 Battery Mixed-Use High-Rise Hotel and Residences | San Francisco, CA*
- San Francisco State University Housing Master Plan | San Francisco, CA*
- Hornblower Cruises Pier Projects | San Francisco, CA*
- Expo 2020 Master Plan for the Governor of California | Mountain View, CA*
- Masonic Auditorium Remodel | San Francisco, CA*
- Pacifica Town Center Master Plan | Pacifica, CA
- Guangzhou Central Axis Master Plan | Guangzhou, China*
- Guangzhou TIT Mixed-Use Retail, Office, and Residential Center | Guangzhou, China*
- Zhangjiagang Sustainable Master Plan | Zhangjiagang, China*
- Yaohai Master Plan and Urban Park Concept | Hefei, China*
- Zhuhai Lover's Road Urban Design and Master Plan | Zhuhai, China*
- Yangpu Riverfront Urban Design | Shanghai, China*
- Nansha Sustainable Regional Master Plan | Guangzhou, China*

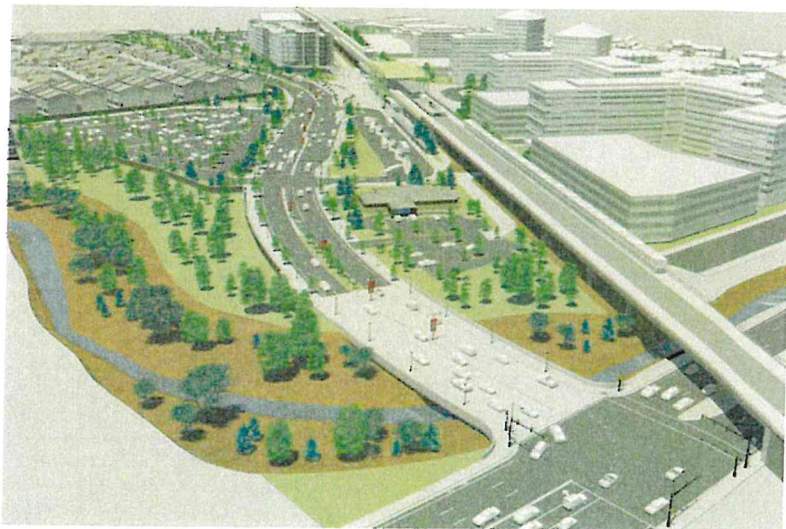
*Projects performed prior to joining ELS.

OVERVIEW OF SERVICES

TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING/OPERATIONS

Kimley-Horn offers unparalleled expertise in assessing traffic and transportation impacts, developing methodologies to continuously monitor development generated traffic, and analyzing and recommending feasible financing mechanisms for transportation improvements. Since 1967, we have assessed the impact of thousands of developments on existing transportation networks across California and the nation.

Our firm's success with transportation planning and engineering for residential, commercial, and retail development is a natural result of our long experience with both public and private agencies. We have the capacity to assess traffic impacts; develop master plans; design roadways, accesses and interchanges; develop workable circulation and parking plans; and design both surface and structural parking facilities.



We have assisted numerous local agencies in developing and modifying traffic impact analyses and fee procedures as a means of ensuring planned growth and obtaining assistance from the private sector to fund transportation improvements. Our firm has been involved in the development and application of Traffic Impact Analysis (TIA), conducting thousands of TIAs for projects of virtually all magnitudes and types, including mixed-used, commercial, institutional, recreation, residential, industrial, and research developments ranging from a few acres to more than 10,000 acres. For your review we have selected a list of qualified similar projects as well as references for clients that can speak to our in-depth experience with transportation impact studies.

The professionals at Kimley-Horn have extensive experience in developing and implementing long-range transportation planning studies. We understand the interaction between land use and the transportation system. Our engineers and planners have applied this expertise to regional transportation system plans as well as to corridor and interchange studies.



SPECIALIZED TRAFFIC ANALYSIS TOOLS

Our project team is intimately familiar with the capacity analysis techniques included in the Highway Capacity Manual (HCM). Since we understand the theory behind the analysis, we know when the analysis is accurate and how to address unique situations. Kimley-Horn also has extensive experience using Synchro, Traffix, and Vistro software which use the methodology contained in the HCM. Our professionals have experience approaching a comprehensive analysis from both macroscopic (system planning) and microscopic perspectives (design issues and operation at specific locations).

In addition to traditional tools, our staff understands that animated evaluation tools, such as CORSIM©, SimTraffic, and VISSIM, provide a more accurate picture of impacts. Using these tools, we can model a microscopic traffic network to determine the interactions between adjacent intersections and produce an animated, graphical display of traffic conditions. For example, on one project we used VISSIM to simulate the expected traffic conditions at a large entertainment facility during a planned expansion. VISSIM allowed us to simulate the conditions when visitors and employees would be diverted to a nearby parking area and then be carried to the venue using shuttle buses. Only valet and VIP parking would remain on-site during construction. The simulation confirmed that the valet drop-off and pick-up area would interfere with the movements of shuttles and tour buses, thus causing a back-out of traffic onto the public street. This prompted a change to include a bus-only lane and a change to valet procedures.

Another advanced analysis tool at our disposal is SIDRA for evaluating modern roundabouts. Our Pleasanton staff have completed roundabout feasibility studies for Emeryville, Los Altos, Fremont, Belmont, Watsonville, Marin County, and Pittsburg.

PARKING PLANNING

Kimley-Horn's parking expertise and experience ranges from planning to design, and everything in between. We have experts in the fields of strategic planning, supply demand analyses, demand management, revenue control, parking policy, parking pricing, program management, parking technology, structural design, context-sensitive design, traffic circulation, and more. Our broad client base includes municipalities, universities, medical campuses, regional transportation agencies, and private development.

ROADWAY AND INTERSECTION DESIGN

Collectively, our engineers have been responsible for the design of more than 4,000 miles of roadway. Roadway design and planning is one of the mainstays of our firm's professional practice. We are well equipped to address all related aspects of roadway design projects. Our team brings design experience across a wide variety of projects, including roadway widenings and geometric safety improvement projects, complete streets, pedestrian and bicycle facilities, storm drainage including green infrastructure, intersection geometrics, and surface treatment projects.

ROUNABOUT DESIGN

The modern urban roundabout has become an increasingly popular alternative to conventionally configured and controlled intersections across the country. This growing popularity is due, in large part, to the roundabout's ability, under certain circumstances, to create a safer, "greener," and more operationally efficient intersection—often at a long-term cost that is significantly lower than the signalized, conventionally configured alternatives.

Kimley-Horn recognized the potential of the roundabout as an intersection design solution years ago. Not only have we been diligent in learning everything that we can about the evolving art of roundabout design, but we also are committed to being active participants in roundabout interest groups, including local and nationally recognized roundabout seminars, webinars, and conferences. As for practical experience, over the past five years alone, Kimley-Horn has provided more than 50 clients with:



- ▶ Roundabout feasibility analysis
- ▶ Preliminary and final design
- ▶ Concept and design peer review

Kimley-Horn has designed roundabouts ranging from single-lane, mini roundabouts (an aesthetically pleasing approach to neighborhood traffic calming) to single-lane roundabouts that address collector/local street intersection approach alignment challenges, to dual lane roundabouts located along arterials and freeway frontage roads.

BICYCLE PLANNING AND ENGINEERING

Kimley-Horn understands the importance of planning and designing for alternative transportation modes for bicycles. We employ state-of-the-art techniques to accommodate and encourage the use of alternative transportation modes and minimize vehicular conflicts. Our firm has led numerous



bicycle planning and design projects throughout the United States. We have completed many local city pedestrian and bicycle facility master plans, developed comprehensive statewide plans and requirements for pedestrian/bicycle facilities, and designed over 200 miles of bicycle trails.

Kimley-Horn understands that one size does not fit all; for example, many beginner and intermediate cyclists prefer striped bike lanes and off-road facilities, while advanced cyclists prefer paved shoulders and wide outside lanes on major roadways. We strive to do more than just accommodate bikes — we look for ways to encourage the use of bike facilities by those who might not otherwise use them, such as families with children and other less experienced cyclists. We routinely utilize NACTO guidelines in the development of bicycle facilities; for example, in recently designed Class IV bike lanes for North

Fremont Street in Monterey, and with buffered bike lanes and intersection markings for multiple projects in the City of Burlingame. We stay up-to-date with the latest trends in bicycle design, and we will apply our understanding and expertise to your projects.

TRAVEL DEMAND MODELING

Kimley-Horn offers a wealth of experience in the field of transportation planning model calibration and application. In California, regional travel forecast models have been established for various urban areas as a tool for evaluating future travel demand. We have used travel demand models to project design year traffic conditions for studies in Southern California and other regions throughout the state. Our team excels in the knowledge of local land use and traffic conditions and the application of appropriate travel demand projection methodologies, which are essential to calibrating a sound base year model. Typically, the best forecast of future travel demand is the result of a thorough review of both historical traffic growth and modeled projections. We have the ability and experience to forecast travel demand for daily and peak hour conditions using historical

trends, land use data, models, or a combination of these sources. An important application of travel demand models is sub-area analysis, which is required when evaluating impacts of land use changes such as comprehensive plan amendments and Developments of Regional Impact (DRIs). Our team has modeling capability, local knowledge, and sound engineering judgment to develop meaningful estimates of future travel patterns. Kimley-Horn has assisted a number of entities with modeling tasks.



RELEVANT PROJECT EXPERIENCE

STONERIDGE SHOPPING CENTER REDEVELOPMENT

Pleasanton, CA

Kimley-Horn is providing civil and traffic engineering and parking consulting services for the Sears department store redevelopment project at Stoneridge Shopping Center. This project represents the first major change to the Stoneridge Mall since 2005. The project includes the demolition of the existing Sears department store and parking structure and the construction of three new retail buildings which total approximately 59,100 square feet; a new two-story mixed-use building with a specialty grocery market, which will be approximately 23,000 square feet; two restaurants on the ground floor; a 40,000-square-foot cinema above; an approximately 123,750-square-foot, three-story lifestyle fitness facility with a 6,000-square-foot restaurant; the construction of surface-level parking; and the reconfiguration of existing parking/driveway areas that will create new pedestrian and bicycle access lanes.



SHOPS AT HILLTOP

Richmond, CA

Built in the early 1970s and once a popular retail destination in the northeast San Francisco Bay region, the Hilltop Mall struggled, suffering from a significant decline in sales and revenue. The 77-acre mall was purchased in early 2016 and the mall and surrounding area are being transformed into a high-density mixed-use area that includes a highly visible and accessible regional retail and employment destination, complemented by higher-density residential development.

Kimley-Horn assisted the new ownership group in the initial due diligence phase and preliminary entitlement stage to redevelop the mall. Based on a conceptual build-out plan, tasks included an initial trip generation analysis, an analysis of affordable housing requirements, preparation of a Phase 1 Environmental Site Assessment and ALTA survey, an analysis of existing infrastructure including roadways and utilities, development of an overall entitlement strategy, review and refinement of the conceptual land plan and negotiation of a Memorandum of Understanding between the City of Richmond and the ownership group.

The redeveloped mall will feature retail, dining, entertainment services, hotel, creative office, and more than 3,500 residential units. Kimley-Horn is providing entitlement support and engineering services including a traffic study, sanitary sewer studies, and ADA improvements.



VALLCO SHOPPING DISTRICT SPECIFIC PLAN

Cupertino, CA

Kimley-Horn conducted traffic, circulation and parking demand management/analysis for the proposed redevelopment of the existing Vallco Mall in the City of Cupertino. The analysis was comprehensive and addressed potential traffic impacts at several interchanges and freeways segments throughout the Silicon Valley. The analysis included near-term and long-term traffic volume generation, and included both Apple Campus 2 and other major approved and pending projects within the Cities of Cupertino, Sunnyvale, San Jose, Santa Clara and Santa Clara County. Several multimodal, shuttle and TDM measures were identified for potential reduction of project trips. This project received the 2016 APA Northern Section Award of Excellence.



MOFFETT PARK DEVELOPMENT AREA

Sunnyvale, CA

The Kimley-Horn team has been involved in the Moffett Park Development Area project for almost twenty years. Kimley-Horn staff first started work in this large development area with the preparation of the Specific Plan for the approximate 1,156-acre area. Since adoption of that plan, Kimley-Horn has been providing planning and engineering services for many of the individual project developments.

These services have continued after many of the project completions with additional tenant improvement projects and TDM Program for owners. Our work in the area continues today with new multimodal biking and walking campus connection projects throughout the area.



MENLO GATEWAY OFFICE CAMPUS AND HOTEL

Menlo Park, CA

Menlo Gateway is a 21st-century mixed-use project designed to meet the needs of today's businesses and knowledge workers by providing sustainable office space, hotel, and fitness club facilities to serve workers and the surrounding community. Kimley-Horn has provided ongoing transportation and civil engineering services for the project since the project inception.

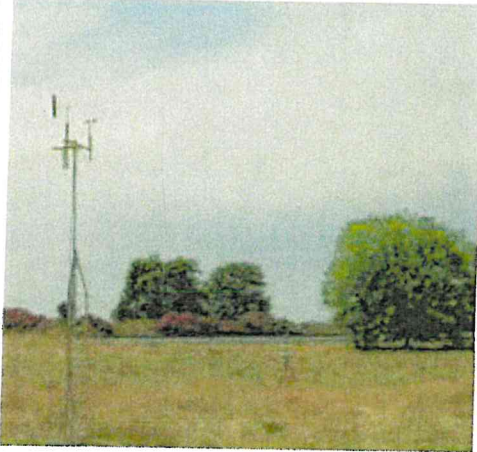
Kimley-Horn's work with the City of Menlo Park, West Bay Sanitary District, Pacific Gas & Electric, and the Regional Water Quality Control Board were integral to the success of this project for Bohannon Development Company. Furthermore, this project transitioned into direct work with Facebook, who ultimately became tenants of the office buildings. Kimley-Horn was contracted by Facebook (through WRNS Architects) to prepare detailed tenant improvements for the office campus. Notable upgrades included provisions to Facebook's shuttle system, Facebook bike parking, additional sewer and trash upgrades for Facebook food service, and Facebook perimeter security upgrades.



Existing office and research/development uses have been removed and replaced with new multistory office buildings totaling 200,000 square feet on the Independence Drive parcels and 495,000 square feet on the Constitution Drive parcels. In addition to the office buildings, other uses include a 230-room hotel and tenant health club. The development was approved through an Environmental Impact Report (EIR), which included the evaluation of potential transportation impacts of the project. In addition, Kimley-Horn prepared a comprehensive and robust Transportation Demand Management (TDM) Program as well as conceptual designs for implementation of mitigation measures identified. CLOMR and LOMR concerns were mitigated as part of the project as well as the development of a robust Stormwater Management program.

ILLINGWORTH & RODKIN, INC.

Acoustics • Air Quality



Illingworth & Rodkin provides air quality analysis, greenhouse gas (GHG) emissions studies, and community risk assessments on a wide variety of projects, such as wastewater treatment facilities, waste management facilities, quarries, industrial facilities, highways and roadways, freight hauling and commuter rail, mixed-use residential and transit-oriented development, schools, construction, office uses and more. Illingworth & Rodkin's in-depth approach to complex and dynamic modeling scenarios and conveying highly technical concepts to the public reader has made us an industry leader. Since the firm's founding in 1987, our consultants have worked with federal, state, and local agencies, as well as private clients to develop viable and defensible air quality, GHG, and community risk reduction strategies and mitigation.

Environmental Projects

- Federal & state environmental assessments (NEPA/CEQA)
- Community risk assessments
- Transportation projects
- Proposed land use developments
- Control plans and ordinances
- Clean Air Plan consistency appraisals
- Qualified GHG Reduction Strategy consistency evaluations
- Conformity determinations
- Peer research reviews
- Meteorological data analysis

Computer Modeling

- Air pollutant and GHG emissions estimation using CalEEMod, EMFAC, MOVES, AP-42
- Traffic and construction dispersion modeling using CALINE4, CAL3QHC, AERMOD
- Stationary air pollution source modeling using EPA-approved models (e.g., AERSCREEN, ISCST3, AERMOD)
- Meteorological data analysis

Who We Are

An engineering consulting firm with experience since 1987 in acoustics and air quality

Capabilities

Expert consultants dedicated to providing clients with quality service in acoustics and air quality management

Past Performance

Since 1987 Illingworth & Rodkin consultants have conducted over 4,500 proprietary studies

D.6 Authorizing the City Manager to execute a Side Letter between the City of Newark and the Newark Police Association (NPA) to clarify and expand provisions related to acting pay – from City Manager Benoun, Assistant City Manager Hovorka and Interim City Attorney Kokotaylo. (RESOLUTION)

Background/Discussion – The Newark Police Association (NPA) July 1, 2019 - June 30, 2023 Memorandum of Understanding (MOU) provides that the Police Chief can assign a police officer to perform the duties of a police sergeant on an "acting" basis and receive a five percent (5%) salary increase while serving in the acting assignment.

Due to operational needs of the Police Department, staff recommends that the City and NPA enter into a side letter agreement that would amend the MOU to allow the Police Chief to assign employees in NPA to out of classification duties on an acting basis. The proposed language for the MOU is as follows (with underlined language added and strikethrough language deleted):

XXIII. SPECIAL ASSIGNMENT PAY

C. Acting ~~Sergeant~~ Pay

An ~~employee-Police Officer~~ assigned in writing by the Police Chief to perform ~~the~~ out of classification duties ~~of a Police Sergeant~~ on an "acting" basis shall receive a five percent (5%) salary increase to their base hourly rate for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment. The Police Chief may terminate the acting assignment at any time.

There is a current need within the Police Department for an Acting Lieutenant. Revising the language in the MOU will provide the Police Chief with the flexibility moving forward to assign acting duties as necessary and clarify that the Police Chief can terminate the acting assignment at any time. Staff recommends authorizing the City Manager to execute a side letter with NPA to allow the Police Chief to assign employees to out of classification duties beyond the Acting Sergeant position on an acting basis.

Attachments – Side Letter, Resolution

Action – Staff recommends that the City Council, by resolution, approve and authorize the City Manager to execute the Side Letter Agreement between the City of Newark and the Newark Police Association to clarify and expand provisions related to acting pay.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING AND AUTHORIZING THE CITY
MANAGER TO EXECUTE A SIDE LETTER AGREEMENT
BETWEEN THE CITY OF NEWARK AND THE NEWARK
POLICE ASSOCIATION (NPA) RELATED TO ACTING
ASSIGNMENTS

WHEREAS, the City of Newark (City) and the Newark Police Association (NPA) are parties to a Memorandum of Understanding (MOU) in effect between July 1, 2019 and June 30, 2023; and

WHEREAS, employees in NPA are provided certain benefits under the MOU; and

WHEREAS, the MOU provides that the Police Chief can assign a police officer to perform the duties of a police sergeant on an "acting" basis and receive a five percent (5%) salary increase while serving in the acting assignment; and

WHEREAS, the City and NPA desire to enter into a side letter to amend the MOU to provide that the Police Chief can assign employees in NPA to perform out of classification duties on an "acting" basis and provide that such employees receive a five percent (5%) salary increase while serving in the acting assignment. The side letter also makes other clarifying modifications; and

WHEREAS, the City and NPA have met and conferred on the above matters.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby:

1. Approves the Side Letter Agreement in substantive form attached to this Resolution as Exhibit A, as may be modified in a form approved by the City Attorney.
2. Authorizes the City Manager to execute the Side Letter Agreement in substantive form attached hereto as Exhibit A, as may be modified in a form approved by the City Attorney, and take all actions necessary to effectuate the intent of this Resolution.



To: Newark Police Association (NPA) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: September 10, 2020

This will serve as a side letter to the City of Newark (City) and the Newark Police Association (NPA) July 1, 2019-June 30, 2023 Memorandum of Understanding (MOU). The purpose of this side letter is to provide the Police Chief with the ability to assign out of classification duties to positions beyond the Sergeant position. This side letter will become effective upon approval by the City Council.

The current MOU provides that the Police Chief can assign a police officer to perform the duties of a police sergeant on an "acting" basis and receive a five percent (5%) salary increase while serving in the acting assignment.

This side letter amends the MOU to provide that the Police Chief can assign employees in NPA to perform out of classification duties on an "acting" basis and provide that such employees receive a five percent (5%) salary increase while serving in the acting assignment. This side letter also makes other clarifying modifications.

The City and NPA agree to amend Section XXIII.C. of the MOU with underlined language added and strikethrough language deleted as follows:

XXIII. SPECIAL ASSIGNMENT PAY

C. Acting ~~Sergeant~~ Pay

An ~~employee-Police Officer~~ assigned in writing by the Police Chief to perform ~~the~~ out of classification duties ~~of a Police Sergeant~~ on an "acting" basis shall receive a five percent (5%) salary increase to their base hourly rate for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment. The Police Chief may terminate the acting assignment at any time.

Dated: _____

For the City of Newark:

For the Newark Police Association:

David J. Benoun, City Manager

Joshua Horst, President

D.7 Authorization for the City Manager to negotiate and enter into an agreement with Watson Consoles in the not-to-exceed amount of \$64,000 for the procurement and installation of three emergency communications console/dispatch workstations in the new Police Department building for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)

Background/Discussion – The New Civic Center project is more than halfway through construction and it is anticipated that City Hall and Police staff will occupy the new buildings in early 2021. The new Police building will include a Public Safety Answering Point (PSAP) that will require three (3) emergency communications console/dispatch workstations. Emergency communication workstations are utilized 24 hours per day/7 days per week by employees with different needs and thus must provide a wide variety of ergonomics in a high stress and demanding environment. Therefore, only console/dispatch workstations specifically designed for Public Safety Answering Points were considered. After reviewing the California Multiple Award Schedule, both dispatch and project staff determined Watson Consoles would provide the best value to the City.

Upon completion of a formal selection process, the Federal General Services Administration (GSA) entered into a master contract with Watson Consoles to provide and install dispatch furniture. The California Multiple Award Schedule (CMAS) in turn, used the GSA contract to establish a contract for the same products and prices. The CMAS contract is in effect through October 26, 2021 and includes a provision to allow other agencies to participate.

By utilizing the CMAS contract, the City would save the cost and time associated with an additional formal bid process and be assured of competitive set prices established by the CMAS selection process. The pricing for three fully equipped dispatch consoles is not-to-exceed \$64,000 and is based off the CMAS Contract No. 4-17-71-0079C, valid until January 21, 2022, with Watson Furniture Group. Funds from the previously approved project budget can be utilized to fund this agreement.

Attachment – Resolution

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to negotiate and enter into an agreement with Watson Consoles in the not-to-exceed amount of \$64,000 for the procurement and installation of three (3) emergency communications console/dispatch workstations in the Police Department building for the New Civic Center, Project 1188.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH WATSON CONSOLES IN THE NOT-TO-EXCEED AMOUNT OF \$64,000 FOR THE PROCUREMENT AND INSTALLATION OF THREE (3) EMERGENCY COMMUNICATIONS CONSOLE/DISPATCH WORKSTATIONS IN THE NEW POLICE DEPARTMENT BUILDING FOR THE NEW CIVIC CENTER, PROJECT 1188

WHEREAS, the City of Newark (“City”) is need of three (3) new emergency communications console/dispatch workstations in the Police Department building for the New Civic Center, Project 1188 (“Project”); and

WHEREAS, the City will be participating in an intergovernmental procurement process (also known as “piggybacking”) utilizing the California Multiple Award Schedule (CMAS) for the procurement and installation of dispatch furniture with Watson Consoles; and

WHEREAS, Watson Consoles provided a proposal in accordance with the aforementioned contract in the not-to-exceed amount of \$64,000.

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 negotiate and enter into an agreement with Watson Consoles, in a form approved by the City Attorney, in the not-to-exceed amount of \$64,000 for the procurement and installation of three (3) new emergency communications console/dispatch workstations in the new Police Department building for the New Civic Center, Project 1188.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to increase the not-to-exceed amount as may be necessary over the course of said agreement by 10% or \$50,000, whichever is less, in accordance with adopted City of Newark Purchasing Policies and Procedures.

D.8 Authorization for the City Manager to negotiate and enter into an agreement with Systems & Space, Inc. in the amount of \$335,000 for the procurement and installation of high density storage and other ancillary storage solutions in the new City Hall and Police Department buildings for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)

Background/Discussion – The New Civic Center project is more than halfway through construction and it is anticipated that City Hall and Police staff will occupy the new buildings in early 2021. The City does not currently have the storage solutions that can be moved to fit the new buildings. The most substantial storage solution needed is high density storage for the police evidence storage. With the installation of high density mechanical mobile storage City staff will be able to more efficiently store items.

Staff recommends using an intergovernmental procurement process also known as a “piggyback” procurement process for the high density storage and other ancillary storage solutions. Piggybacking is an alternative to a formal bidding procedure that is consistent with the City’s purchasing standards. By piggybacking onto another agency’s contract, the City would save the cost and time associated with an additional formal bid process but would still be assured of a competitive public purchase process as established by another agency’s formal bidding process.

The purchase is available utilizing Sourcewell (formerly NJPA, National Joint Powers Alliance) Contract No. 010920-SPC. The Sourcewell contract process involved a comprehensive competitive public bid process that meets the City’s purchasing requirements. Upon completion of a formal bidding process, Sourcewell entered into a contract with Spacesaver Corporation that is valid until March 25, 2024. Systems & Space, Inc. is the only Northern California dealer authorized to sell and install Spacesaver products.

Based upon the Sourcewell contract with Spacesaver Corporation the total purchase, including installation, will be \$335,000. Funding for the purchase of high density storage is included in the approved budget for the New Civic Center project.

Attachment – Resolution

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to negotiate and enter into an agreement with Systems & Space, Inc. in the amount of \$335,000 for the purchase and installation of high density storage and other ancillary storage solutions in the new City Hall and Police buildings for the New Civic Center, Project 1188.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH SYSTEMS AND SPACE, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$335,000 FOR THE PROCUREMENT AND INSTALLATION OF HIGH DENSITY STORAGE AND OTHER ANCILLARY STORAGE SOLUTIONS IN THE NEW CITY HALL AND POLICE DEPARTMENT BUILDINGS FOR THE NEW CIVIC CENTER, PROJECT 1188

WHEREAS, the City of Newark (“City”) is need of high density storage and other ancillary storage in the new City Hall and Police Department buildings for the New Civic Center, Project 1188 (“Project”); and

WHEREAS, the City will be participating in an intergovernmental procurement process (also known as “piggybacking”) that satisfied the City’s Purchasing Policies and Procedures by utilizing the Sourcewell Contract with Spacesaver Corporation; and

WHEREAS, Systems & Space, Inc. is the only authorized Northern California dealer of Spacesaver products; and

WHEREAS, Systems & Space, Inc. provided a proposal in accordance with the aforementioned contract in the not-to-exceed amount of \$335,000.

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 negotiate and enter into an agreement with Systems & Space, Inc., in a form approved by the City Attorney, in the not-to-exceed amount of \$335,000 for the procurement and installation of high density storage and other ancillary storage solutions in the new City Hall and Police department buildings for the New Civic Center, Project 1188.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to increase the not-to-exceed amount as may be necessary over the course of said agreement by 10% or \$50,000, whichever is less, in accordance with adopted City of Newark Purchasing Policies and Procedures.

D.9 Authorization for the City Manager to negotiate and enter into an agreement with KBM-Hogue in the not-to-exceed amount of \$998,000 for the procurement and installation of general office furniture and Council Chambers seating in the new City Hall and Police Department buildings for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)

Background/Discussion – The New Civic Center project is more than halfway through construction and it is anticipated that City Hall and Police staff will occupy the new buildings in early 2021. The current furniture and workstations are old, are not ergonomic, and will not function in the new buildings. Therefore, modern new furniture will be provided throughout the new buildings. This furniture will be uniform, ergonomic and be designed to fit the new spaces and the needs of staff and the public. This agreement will include the purchase and installation of new furniture for enclosed offices, open office workstations, lobbies, break rooms, and Council Chambers seating.

Staff recommends using an intergovernmental procurement process also known as a “piggyback” procurement process for the furniture acquisition. Piggybacking is an alternative to a formal bidding procedure that is consistent with the City’s purchasing standards. By piggybacking onto another agency’s contract, the City would save the cost and time associated with an additional formal bid process but would still be assured of a competitive public purchase process as established by another agency’s completed formal bidding process.

The pricing for the general office furniture is based off the OMNIA Partners, Public Sector Contract No. 2020000608 with Knoll, Inc. OMNIA Partners is a cooperative purchasing organization established through a collaborative effort of public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. All master agreements are publicly solicited, awarded, and held by a principal procurement agency. This agreement is held by the City of Charlotte, North Carolina and is valid until December 31, 2024.

The pricing for the Council Chambers seating will be based off the State of Ohio Department of Administrative Services Contract No. 800592. A request for proposals went through a competitive public bid process and was awarded to Sauder Manufacturing Co. and is valid through October 31, 2020.

KBM–Hogue is a contract furniture dealership and will coordinate and manage the ordering and installation from both furniture manufacturers. KMB-Hogue provided a proposal to provide the furniture and installation for the general office furniture and Council Chamber seating in accordance with the aforementioned contracts. Staff is recommending that City Council authorize the City Manager to negotiate and enter into an agreement with KBM-Hogue in a form approved by the City Attorney in the not to exceed amount of \$998,000 for the procurement and installation of general office furniture and Council Chambers seating. Funds from the previously approved project budget will be utilized to fund this agreement.

Attachment – Resolution

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to negotiate and enter into an agreement with KBM-Hogue in the not-to-exceed amount of \$998,000 for the procurement and installation of general office furniture and Council Chamber seating in the new City Hall and Police Department buildings for the New Civic Center, Project 1188.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH KBM – HOGUE IN THE NOT-TO-EXCEED AMOUNT OF \$998,000 FOR THE PROCUREMENT AND INSTALLATION OF GENERAL OFFICE FURNITURE AND COUNCIL CHAMBERS SEATING IN THE CITY HALL AND POLICE DEPARTMENT BUILDINGS FOR THE NEW CIVIC CENTER, PROJECT 1188

WHEREAS, the City of Newark (“City”) is need of new general office furniture and City Council Chambers seating for the new City Hall and Police Department buildings for the New Civic Center, Project 1188 (“Project”); and

WHEREAS, the City will be participating in an intergovernmental procurement process (also known as “piggybacking”) that satisfies the City’s Purchasing Policies and Procedures, by utilizing an OMNIA Partners contract with Knoll, Inc. for the general office furniture for the buildings; and

WHEREAS, the City will also be piggybacking off of the State of Ohio Department of Administrative Services contract with Sauder Manufacturing for the Council Chamber seating; and

WHEREAS, KBM-Hogue is an authorized dealer for both vendors; and

WHEREAS, KBM-Hogue provided a proposal in accordance with the aforementioned contracts in the not-to-exceed amount of \$998,000.

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 negotiate and enter into an agreement with KBM- Hogue in a form approved by the City Attorney, in the not-to-exceed amount of \$998,000 for the procurement and installation of general office furniture and Council Chamber seating in the new City Hall and Police department building for the New Civic Center, Project 1188.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to increase the not-to-exceed amount as may be necessary over the course of said agreement by 10% or \$50,000, whichever is less, in accordance with adopted City of Newark Purchasing Policies and Procedures.

**D.10 Introduction of an ordinance adding Chapter 15.55 to Title 15 of the Newark Municipal Code setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 (AB1236) and introduction of an ordinance amending Chapter 15.09 (California Residential Code) and Chapter 15.21 (California Existing Building Code) of Title 15 of the Newark Municipal Code and scheduling a public hearing – from Interim City Attorney Kokotaylo and Public Works Director Fajeau.
(ORDINANCES-2)**

Background/Discussion – The City of Newark has been supportive of the use of fuel-efficient electric vehicles and there are many charging stations located in various commercial areas of the City. The State of California adopted Assembly Bill 1236 which amended Government Code Section 65850.7 to require jurisdictions with a population of less than 200,000 residents to establish procedures for an expedited, streamlined process for permitting of electric vehicle charging stations. Although the City has an informal expedited review process already in place, it is necessary to formalize this process with the addition of Chapter 15.55 to Title 15 of the Newark Municipal Code specifically for electric vehicle charging stations.

This expedited streamlined permitting process includes establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/or is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the City’s Zoning Ordinance.

There is no financial impact associated with the proposed code additions since costs to implement and enforce this ordinance will be funded by applications for the installation, alteration, or replacement of permits for electric vehicle charging stations.

In addition to the new electric vehicle charging station code section, it is necessary to amend Chapter 15.09 (California Residential Code) and Chapter 15.21 (California Existing Building Code) with the code amendments previously approved by the City Council. While the Statement of Findings for all local amendments and these specific code sections were formally listed and approved by ordinance and became legally effective January 12, 2020, the final updated text for these two code sections were inadvertently left out of the ordinance adopted at that time. Therefore staff is recommending an additional ordinance to formally adopted the updated text associated with these code sections.

Attachments – Ordinance for Chapter 15.55; Ordinance for Chapters 15.09 and 15.21

Action – Staff recommends that the City Council, introduce by title only and waive further reading of an ordinance to add Chapter 15.55 to Title 15 of the Newark Municipal Code setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 (AB1236) and, introduce by title only and waive further reading of an ordinance to amend Chapter 15.09 (California Residential Code) and Chapter 15.21 (California Existing Building Code) of Title 15 of the Newark Municipal Code and schedule a public hearing for a second reading on October 8, 2020.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF NEWARK ADDING CHAPTER 15.55 (EXPEDITED STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS) TO TITLE 15 (BUILDINGS AND CONSTRUCTION), ARTICLE II (MISCELLANEOUS REGULATIONS) OF THE NEWARK MUNICIPAL CODE TO PROVIDE FOR AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the State of California and the City of Newark desire to promote and encourage the use of fuel-efficient electric vehicles; and

WHEREAS, on October 8, 2015, Governor Jerry Brown signed AB 1236, amending Government Code section 65850.7, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council of the City of Newark seeks to implement AB 1236 through the creation of an expedited, streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council of the City of Newark finds that it is in the interest of the health, welfare, and safety of the public to provide an expedited, streamlined permitting process to encourage and facilitate the convenient development of electric vehicle charging stations.

NOW THEREFORE, the City Council of the City of Newark does ordain as follows:

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

Section 2. California Environmental Quality Act (CEQA). This Ordinance is exempt from CEQA based on sections 15378 and 15061(b)(3) of the State CEQA Guidelines, because it has no potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment. This Ordinance is a text amendment involving the adoption of regulations to expedite and streamline permitting for electric vehicle charging stations; thus, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 3. Findings. The City Council makes the following findings in support approving this Ordinance, based on the whole of the record before it.

1. The City has a substantial interest in complying with Government Code 65850.7 by creating an expedited, streamlined permitting process for Electric Vehicle Charging Stations.
2. The amendments are consistent with the City's efforts to promote and encourage the use of Zero-Emission Vehicles

Section 4. Approval. The City Council hereby approves the amendments to the Municipal Code, more specifically, adding Chapter 15.55, as shown in attached Exhibit A, which is incorporated herein by reference and available for review in the City Clerk's office during normal business hours

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 6. Publication and effective date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Newark, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

EXHIBIT A

CHAPTER 15.55 EXPEDITED STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATION

- 15.55.010 Intent and purpose.
- 15.55.020 Definitions.
- 15.55.030 Expedited permitting process.
- 15.55.040 Permit application process.
- 15.55.050 Technical review.
- 15.55.060 Electric vehicle charging station installation requirements.
- 15.55.070 Fees

15.55.010 Intent and purpose.

The purpose of this chapter is to adopt an expedited, streamlined permitting process for electric vehicle charging stations that complies with AB 1236 (Chapter 598, Statutes 2015, California Government Code Section 65850.7) to achieve timely and cost-effective installations of electric vehicle charging stations. This chapter allows the city to achieve these goals while protecting the public health and safety.

15.55.020 Definitions.

For the purpose of carrying out the intent of this chapter, the terms in this chapter have the meaning set forth below:

- A. “Electric vehicle charging station” or “charging station” shall mean any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this chapter, and delivers electricity from a source outside an electrical vehicle into a plug-in electric vehicle.
- B. “Building Official” shall mean the Building Official for Newark or the Building Official’s designee.
- C. “City” shall mean the City of Newark.
- D. “Electronic submittal” shall mean the utilization of one or more of the following:
 - 1. Email
 - 2. The Internet
 - 3. Facsimile

- E. “Expedited permitting process” or “expedited review” shall mean the process outlined in Section 15.55.030 for permit review and inspection requirements.
- F. “Specific adverse impact” shall mean a significant, quantifiable, direct and unavoidable impact, based on objective, identified and written public health or safety standards, policies or conditions as they existed on the date the application was deemed complete.

15.55.030 Expedited permitting process.

The Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The City's adopted checklist shall be published on the City's website and shall be accessible to the public.

15.55.040 Permit application processing.

- A. The applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Documentation required to be submitted by the applicant includes but is not limited to: identifying electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; charging station equipment location and vehicle parking.
- B. The Building Official shall allow for electronic submittal of permit applications covered by this article and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by applicant.
- C. A permit application that satisfies the information/documentation requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the City's adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits.
- D. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

E. Application approval / permit issuance does not authorize an applicant to energize or utilize the electric vehicle charging station, unless and until an inspection is performed and approval is granted by the City and the utility carrier as necessary.

F. Inspections shall be required. When an inspection is requested, the inspection shall be done in an efficient and timely manner. Inspections shall verify safety requirements and ensure that the electric vehicle charging stations are properly installed and in compliance with Code and the approved plans. If the electric vehicle charging station fails the initial inspection, a subsequent inspection may be required.

15.55.050 Technical review.

A. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this chapter, the City may require the applicant to apply for a Use Permit.

B. In the technical review of an electric vehicle charging station, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.55.060 Electric vehicle charging station installation.

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

15.55.070 Fees.

The City Council may establish by resolution the fees that shall be charged for permits issued under this chapter.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK REPEALING AND REPLACING CHAPTERS 15.09 “RESIDENTIAL CODE” AND 15.21 “CALIFORNIA EXISTING BUILDING CODE” IN ORDER TO ADOPT BY REFERENCE, WITH MODIFICATIONS TO ADDRESS UNIQUE LOCAL CONDITIONS, THE 2019 EDITIONS OF THE CALIFORNIA RESIDENTIAL CODE AND THE CALIFORNIA EXISTING BUILDING CODE

WHEREAS, the California Building Standards Commission has adopted a new Title 24 of the California Code of Regulations, also referred to as the 2019 California Building Standards Code, that will become effective statewide on January 1, 2020; and

WHEREAS, the updated California Building Standards Code became effective within the City on January 1, 2020, and Title 15 updated by default to incorporate the California Building Standards Code without local amendments; and

WHEREAS, Section 17922 of the California Health and Safety Code requires local agencies to adopt the building standards contained in the California Building Standards Code; and

WHEREAS, Section 17958.7 of the California Health and Safety Code allows local agencies to enact modifications to those building standards provided that such modifications are reasonably necessary because of local climatic, geological or topographical conditions so long as a local agency adopts such findings; and

WHEREAS, the City previously adopted findings justifying local modifications based on local climatic, geologic, and topographic conditions; and

WHEREAS, the City Council held a public hearing related to this Ordinance on October 8, 2020 and considered the staff report and public testimony received; and

WHEREAS, the City Council finds that no additional environmental review is necessary because this Ordinance is not a project that has the potential to cause substantial or potentially substantial, adverse change in the environment and qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15061 (b) (3), and further, the Ordinance establishes standards for the approval of ministerial projects that are not themselves subject to CEQA review; and

WHEREAS, the City Council finds that the adoption of 2019 Edition of the California Residential Code and California Existing Building Code help protect public health, safety, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN as follows:

Section 1: The forgoing Recitals are true and correct and incorporated herein by this reference.

Section 2: That the following are amended as attached (with removed text identified by strikethrough and additional text identified in the color red) and hereby incorporated herein by reference:

Title 15 (Buildings and Construction), Article I (Building Regulations)
Chapter 15.09 (Residential Code) (Exhibit A)
Chapter 15.21 (California Existing Building Code) (Exhibit B)

Section 3: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 4: Effective date. This ordinance shall take effect thirty (30) days after passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Tri City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Chapter 15.09

RESIDENTIAL CODE

Sections

- 15.09.010 California Residential Code adopted by reference.**
15.09.020 Amendments.

15.09.010 California Residential Code adopted by reference.

A certain document, entitled ~~2016~~ 2019 California Residential Code published by the International Code Council and amended and adopted by the state of California as the ~~2016~~ 2019 edition California Residential Code, is adopted by reference as the residential code of the city pursuant to the provisions of Government Code Section 50020 et seq., state of California, except as modified in this chapter.

15.09.020 Amendments.

The construction code adopted by reference in this chapter is amended by the following additions, deletions and amendments thereto set forth in this chapter.

A. Section R105.3.1.1 dealing with determining substantial improvements in flood hazard zones is deleted. Refer to Chapter 15.40, Construction in Flood Hazard Areas, of the Newark Municipal Code.

B. Section R301.1.3.2 is amended by adding the following section;

R301.1.3.2.1 Woodframe structures two stories in height. The building official is authorized to require the structural portions of construction documents to be prepared, stamped and signed by a California licensed architect, civil engineer, or structural engineer for all dwellings with two stories.

C. Section R313 dealing with automatic fire sprinkler systems is amended by replacing Sections R313.1 and R313.2 in their entirety with the following;

R313.1 Where required in new construction. Automatic fire sprinkler systems in compliance with Section R313.3 or NFPA 13D shall be installed in the following new construction.

R313.1.1 One and two family dwellings and townhouses.

R313.1.2 Detached structures accessory to one and two family dwellings and townhouses when the floor area exceeds 1,000 square feet in area or, when there are no exterior walls then 1,000 square feet of projected roof area.

R313.1.3 Additions to one and two family dwellings and townhouses when the existing structure is equipped with an automatic fire sprinkler system.

R313.2 Where required in existing construction. An automatic residential fire sprinkler system shall be installed in existing one and two family dwellings and townhouses in accordance with Section R313.3 or NFPA 13D when the construction value of any repair, reconstruction, addition, alteration, or improvement, or any combination thereof, exceeds 80 percent of the market value of the dwelling structure either before the improvement or repair is started, or, if the dwelling has been damaged and is being restored, before the damage occurred. Construction value shall include all permitted improvements which have occurred within the five previous years of the most recently issued building permit. Damage includes damage resulting from fire, flood, earthquake, or demolition.

D. Section R322 dealing with flood resistant construction is deleted. Refer to Chapter 15.40, Construction in Flood Hazard Areas, of the Newark Municipal Code.

E. Section R326 dealing with swimming pools is replaced in its entirety with the following:

R326.1 General. The **structural** design and construction of pools and spas for **one and two family dwellings and townhomes** ~~single family dwellings~~ shall comply with Section 3109 of the California Building Code **and for enclosures and safety features** ~~two family dwellings and townhomes~~ with Chapter ~~31B~~ **3109** of the California ~~Building~~ **Residential** Code.

F. Chapter 10 dealing with chimneys and fireplaces is amended by adding the following section:

R1000 Prohibited Fireplaces. Open hearth masonry and factory built wood burning fireplaces are prohibited. Prohibition applies to new construction, additions, and existing fireplace replacements.

G. Appendix H, Patio Covers, is adopted.

H. Appendix K, Sound Transmission, is adopted.

Chapter 15.21

CALIFORNIA EXISTING BUILDING CODE

Sections:

- 15.21.010** California Existing Building Code adopted by reference.
15.21.020 Amendments.

15.21.010 California Existing Building Code adopted by reference.

A certain document entitled, “~~2016~~ 2019 California Historical Building Code,” including Appendix Chapter A1, relating to unreinforced masonry buildings, Appendix Chapter A3, relating to anchorage of wood framed residential buildings, and Appendix Chapter A4, relating to risk reduction in soft story wood framed buildings, published by the International Code Council and amended and adopted by the state of California is adopted by reference pursuant to the provisions of Government Code Section 50020 et seq., state of California, except as modified in this chapter.

15.21.020 Amendments.

The construction code adopted by reference in this chapter is amended by the following additions, deletions and amendments thereto set forth in this chapter.

- A. Section 104.10.1 dealing with flood hazard areas is deleted. Refer to Chapter 15.40.
- B. Section ~~403.2~~ 405.2.5 dealing with flood hazard areas is deleted. Refer to Chapter 15.40.

D.11 Authorization to accept the Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) grants through the State of California Office of Traffic Safety (OTS) and amend the 2020-2022 Biennial Budget – from Chief of Police Anderson. (RESOLUTION)

Background/Discussion – The State of California Office of Traffic Safety (OTS) is providing funds to local law enforcement agencies through their Selective Traffic Enforcement Program (STEP) grant. The goal of this grant is to reduce the number of persons killed and injured in traffic collisions involving alcohol and other primary collision factors. The grant value is \$70,000 and will be used to cover overtime required to conduct driving under the influence checkpoint operations, purchase checkpoint supplies, and training expenses to support traffic safety.

The Newark Police Department has also been selected to receive a Traffic Records Improvement Project (TRIP) grant. The goal of the TRIP grant is to increase the efficiency of officers and records staff through the purchase of handheld automated citation devices, charging stations, software and accessories and allow Records staff to submit citations electronically to the court. This purchase will increase efficiency by decreasing the amount of time officers spend handwriting citations. The Traffic Records Improvement Project (TRIP) and the grant has a value of \$35,730.

The total amount of \$105,730 has been awarded to the Newark Police Department and will be utilized to support the objectives of both programs.

The Newark Police Department investigated 115 injury collisions with two fatalities in 2018. In 2019, officers investigated 134 injury collisions, of which three were fatalities. Between January 1, 2020 and August 26, 2020, 52 injury collisions have been investigated including one fatal collision. As a result of housing and employment market growth in the Bay Area, the City of Newark’s population has risen and with it the City has experienced an increase in vehicular and pedestrian traffic.

Pedestrian and bicyclist safety as well as vehicle speeding and stop sign violations have been significant citizen concerns over the past several years. With this grant funding the Police Department will be able to focus additional resources on high-visibility enforcement operations with an emphasis on speeding, impaired driving, and pedestrian/bicycle safety.

Program objectives include:

- Participation in national OTS campaigns such as Bicycle and Pedestrian Safety Month, Distracted Driving Awareness Month, and National Click It or Ticket Mobilizations;
- Maintaining a “HOT Sheet” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders;

- Sending officers to Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training;
- Conducting highly publicized Distracted Driving, Click It or Ticket, DUI/Driver's License Checkpoints, DUI saturation, traffic enforcement, and pedestrian/bicycle enforcement operations;
- An increase in the efficiency of officers completing citations with automated citation machines; and
- Enabling the Newark Police Department's Records Unit to submit citations electronically to the Alameda County Superior Court.

A budget amendment is necessary to accept the funds and place them in the appropriate accounts. The project period is October 1, 2020 through September 30, 2021.

Attachments – Resolution, Grant Agreement

Action - It is recommended that the City Council, by resolution, authorize the acceptance of the State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) grants and amend the 2020-2022 Biennial Budget.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE ACCEPTANCE OF THE
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)
AND TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)
GRANTS THROUGH THE STATE OF CALIFORNIA OFFICE
OF TRAFFIC SAFETY (OTS) AND AMEND THE 2020-2022
BIENNIAL BUDGET

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

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

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

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

WHEREAS, program objectives include: 1) participation in national OTS campaigns such as Bicycle and Pedestrian Safety Month, Distracted Driving Awareness Month, and National Click It or Ticket Mobilizations; 2) maintaining a “HOT Sheet” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders; 3) sending officers to Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training; and 4) conducting highly publicized Distracted Driving, Click It or Ticket, DUI/Driver’s License Checkpoints, DUI saturation, traffic enforcement, and pedestrian/bicycle enforcement operations; 5) purchasing handheld electronic citation machines; 6) increasing the efficiency of the Traffic Unit and Records Division, and

WHEREAS, the Newark Police Department has been awarded funding in the amount of \$105,730. and

WHEREAS, the funding will be utilized for overtime required to conduct operations/enforcement; purchase DUI checkpoint supplies; cover expenses training which supports the grant goals and objectives and/or traffic safety; and to purchase handheld electronic citation devices, docking/charging stations, software, license, accessories, and training; and

WHEREAS, the project period is October 1, 2020 through September 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that:

- 1) the City Council of the City of Newark authorizes the acceptance of the State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) grant award; and
- 2) the certain document entitled “Biennial Budget 2020-2022” is hereby amended as follows:

Fund Number		Amount
233.00.4793	Federal Grant Revenue	\$105,730
233.30.031.5140	Patrol Overtime	\$ 65,171
233.30.031.6120	Supplies	\$ 2,724
233.30.031.5350	Training	\$ 2,105
233.30.031.8053	Equipment	\$ 35,730

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Newark Police Department	3. Grant Period From: 10/01/2020 To: 09/30/2021
4. AGENCY UNIT TO ADMINISTER GRANT Newark Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$70,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: David Higbee TITLE: Lieutenant EMAIL: david.higbee@newark.org PHONE: (510) 578-4962 ADDRESS: 37101 Newark Blvd, Newark, CA 94560 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div> C. FISCAL OFFICIAL ADDRESS: Misa Leal Senior Administrative Analyst misa.leal@newark.org (510) 578-4351 37101 Newark Blvd, Newark, CA 94560 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div>	B. AUTHORIZING OFFICIAL ADDRESS: Gina Anderson Chief gina.anderson@gmail.com (510) 578-4220 37101 Newark Blvd, Newark, CA 94560 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div> D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive Suite 300 Elk Grove, CA 95758 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div>

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. DUNS INFORMATION</p> <p>DUNS #: 080716731 REGISTERED ADDRESS: 37101 Newark Blvd CITY: Newark ZIP+4: 94560-3727</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164 AL-21	20.608	0521-0890-101	2020	2020	BA/20	\$50,000.00
402PT-21	20.600	0521-0890-101	2020	2020	BA/20	\$20,000.00
					AGREEMENT TOTAL	\$70,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$70,000.00	
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					\$70,000.00	

1. PROBLEM STATEMENT

The City of Newark, which is located in southern Alameda County, has a population of over 47,500 people in an area of 13.9 square miles. One major freeway and one state highway traverse the city's boundaries. Interstate 880 spans the east side of the city, and State Route 84 spans the north side of the city. The City of Newark also has several rail transportation lines serving the city, which include the Altamont Commuter Express (A.C.E.) and Amtrak. These significant thoroughfares contribute to higher traffic volume within the city limits, especially during commute hours.

Over the last couple of years, Newark has developed at least 2,500 new homes and has been reported as one of the fastest-growing cities in the State of California. Naturally, the increase in new housing developments also increases the volume of vehicular and pedestrian traffic. In 2016 our population was 44,767 and reached 45,422 in 2017. In 2018 that number jumped to 47,531. The U.S. Census projects the Newark population to reach 52,500 in 2020. The substantial growth in population has impacted our vehicular and pedestrian collisions. Despite our concerted effort, over the last three years, the City of Newark has seen little change in our collision statistics.

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

To address our growing traffic-related concerns, the Newark Police Department established an overarching goal to reduce the number of injury collisions and promote a safer vehicle and pedestrian environment through the use of enforcement, education, and evaluation. The emphasis on traffic safety comes at a time when injury and fatal collisions have been on a steady increase in Newark.

One of the reasons for the high rate of injury collisions is that the Department had not been able to focus on traffic enforcement due to staffing shortages. Over the last several years, NPD has hired an unprecedented number of officers. The majority of our patrol staff consists of officers with only a few years of experience or have less than 18 months as a patrol officer. We anticipated that we would be fully staffed by mid/end of 2019, however hiring difficulties, an epidemic nationwide, has moved this goal to mid/end of 2021. Our Police Chief has made it clear to staff that traffic enforcement is one of her priorities and has directed all new officers to receive training in traffic enforcement during their initial Field Training Program. Traffic-related issues are the most common complaints from our community.

In 2017, we issued a total of 1,115 citations. The following year 2018, we issued 2,015. In 2019, after the implementation of our OTS Grant, we were able to increase that number of citations to 2,616. This is a 33% increase over the previous year. We firmly believe there is a direct correlation between the number of traffic citations issued and the number of traffic collisions within the city. With more staffing and help from OTS, we expect that our traffic citation numbers will continue to increase in 2021.

The Department continues to focus on high-visibility enforcement, with much of our efforts concentrated on pedestrian/bicycle violations, persons driving under the influence, and other identified primary collision factors. We will continue to analyze the most common primary collision factors for high-visibility enforcement operations. To assist us with our effort, we are asking the Office of Traffic Safety to collaborate with us on funding new electronic citation equipment to improve our effectiveness in statistical data collection and citation-issuing efficiency. Currently, it takes a traffic officer an estimated 8 minutes to issue a handwritten citation. Electronic ticket companies boast an estimated time of 3 minutes, to complete a citation with their technology. This is a 62% efficiency increase in citation issuance, leaving more time for enforcement. Additionally, electronic citation software will eliminate the need for counting and data entry of

citations by hand. A commitment from OTS will be matched with our Department's commitment to pay the associated monthly service fees and ongoing per ticket costs.

Pedestrian and bicycle safety is a continued concern in the City of Newark. In 2018, there were two major auto vs. pedestrian fatal injury collisions. In 2019 there were three major injury collisions involving pedestrians, resulting in two fatalities. With the implementation of our 2021 STEPS Grant from OTS, NPD would like to increase our enforcement and education efforts towards pedestrian and bicycle safety.

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

To elevate our traffic safety campaign message and in partnership with the Office of Traffic Safety, the Department wants to purchase a state of the art driving simulator. The S.I.D.N.E. or Simulated Impaired Driving Experience system delivers an actual driving experience that shows the dangers of impaired and distracted driving. The system promotes responsible driving by giving our participants an eye-opening experience that they will remember. The Department is committed to delivering our message and is prepared to devote the necessary overtime funds to make this objective successful. This tool would be ideal to present at the schools and the aforementioned day community event.

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

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

2. PERFORMANCE MEASURES

A. Goals:

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

B. Objectives:

| Target Number

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	4
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	3
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
10. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
11. Conduct highly visible collaborative DUI Enforcement operations	2
12. Conduct highly visible collaborative Traffic Enforcement operations	1
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> • The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. • Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <u>Media Requirements</u> • Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials 	

must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

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

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

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

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-21	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$50,000.00
402PT-21	20.600	State and Community Highway Safety	\$20,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Straight Time</u>				
				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-21	\$11,300.00	2	\$22,600.00
DUI Saturation Patrols	164AL-21	\$3,600.00	4	\$14,400.00
Collaborative DUI Enforcement	164AL-21	\$4,800.00	2	\$9,600.00
Benefits - OT	164AL-21	\$46,600.00	1	\$676.00
Traffic Enforcement	402PT-21	\$2,286.00	3	\$6,858.00
Distracted Driving	402PT-21	\$1,817.00	2	\$3,634.00
Pedestrian and Bicycle Enforcement	402PT-21	\$2,411.00	1	\$2,411.00
Collaborative Traffic Enforcement	402PT-21	\$4,736.00	1	\$4,736.00
Benefits - OT	402PT-21	\$17,639.00	1	\$256.00
Category Sub-Total				\$65,171.00
B. TRAVEL EXPENSES				
In State Travel	402PT-21	\$2,105.00	1	\$2,105.00
				\$0.00
Category Sub-Total				\$2,105.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-21	\$2,724.00	1	\$2,724.00
Category Sub-Total				\$2,724.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$70,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits - OT - Medicare 1.45%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Benefits - OT - Medicare 1.45%

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers 2021 Conference. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

Program Income default statement:
 There will be no program income generated from this grant.

Enforcement Grant Quota Disclaimer:

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

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place State in a high-risk grantee status in accordance with 49 CFR 18.12.

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

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

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

BUY AMERICA ACT

(applies to subrecipients as well as States)

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT21130
Agency Name:	Newark Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$70,000.00
Authorizing Official:	Gina Anderson
Fiscal Official:	Misa Leal
Grant Director:	David Higbee

CURRENT GEMS USER(S)

1. Misa Leal

Title: Senior Administrative Analyst
Phone: (510) 578-4351
Email: misa.leal@newark.org

Media Contact: No

2. Brian Simon

Title: Sergeant
Phone: (510) 578-4995
Email: brian.simon@newark.org

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 2		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 3		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 4		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 5		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by:		Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
		Grant Director	
Date		Title	

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. DUNS INFORMATION</p> <p>DUNS #: 080716731 REGISTERED ADDRESS: 37101 Newark Blvd CITY: Newark ZIP+4: 94560-3727</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-21	20.616	0521-0890-101	2020	2020	BA/20	\$35,730.00
					AGREEMENT TOTAL	\$35,730.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	\$35,730.00
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$ 0.00
					TOTAL AMOUNT ENCUMBERED TO DATE	\$35,730.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

In 2017, we issued a total of 1,115 citations. The following year 2018, we issued 2,015. In 2019, after the implementation of our OTS Grant, we were able to increase that number of citations to 2,616. This is a 33% increase over the previous year. We firmly believe there is a direct correlation between the number of traffic citations issued and the number of traffic collisions within the city. With more staffing and help from OTS, we expect that our traffic citation numbers will continue to increase in 2021.

The Department continues to focus on high-visibility enforcement, with much of our efforts concentrated on pedestrian/bicycle violations, persons driving under the influence, and other identified primary collision factors. We will continue to analyze the most common primary collision factors for high-visibility enforcement operations. To assist us with our effort, we are asking the Office of Traffic Safety to collaborate with us on funding new electronic citation equipment to improve our effectiveness in statistical data collection and citation-issuing efficiency. Currently, it takes a traffic officer an estimated 8 minutes to issue a handwritten citation. Electronic ticket companies boast an estimated time of 3 minutes, to complete a citation with their technology. This is a 62% efficiency increase in citation issuance, leaving more time for enforcement. Additionally, electronic citation software will eliminate the need for counting and data entry of citations by hand. A commitment from OTS will be matched with our Department's commitment to pay the associated monthly service fees and ongoing per ticket costs.

2. PERFORMANCE MEASURES

A. Goals:

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

B. Objectives:

1. Purchase and implement a complete electronic citation solution that includes the capability of exporting data to both a departmental records management system (RMS) as well as the local court records system.

Target Number
1

3. METHOD OF PROCEDURE

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

- Determine specific system requirements.
- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic citation system with the following functionalities:
 - System licensing with installation and training.
 - Ability to import and export to agency RMS files.
 - Ability to perform complete analysis of citation reports.
 - Secure database accessible by appropriate agency personnel.
 - Ability to export complete citation reports to the local county court.

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

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

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

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

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-21	20.616	State Traffic Safety Information System Improvements	\$35,730.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Electronic Citation Data Collection System	405c TR-21	\$35,730.00	1	\$35,730.00
Category Sub-Total				\$35,730.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$35,730.00

BUDGET NARRATIVE

PERSONNEL COSTS

-

TRAVEL EXPENSES

-

CONTRACTUAL SERVICES

-

EQUIPMENT

Electronic Citation Data Collection System - A traffic citation database system, using a hand-held device, to collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs include the purchase of electronic citation devices, with mag-strip readers, fingerprint readers, audio recorder, camera, docking/charging station, software, licenses, accessories, training, and associated shipping and taxes.

OTHER DIRECT COSTS

-

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

Program Income default statement:
There will be no program income generated from this grant.

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place State in a high-risk grantee status in accordance with 49 CFR 18.12.

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

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

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

BUY AMERICA ACT

(applies to subrecipients as well as States)

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	TR21037
Agency Name:	Newark Police Department
Grant Title:	Traffic Records Improvement Project
Agreement Total:	\$35,730.00
Authorizing Official:	Gina Anderson
Fiscal Official:	Misa Leal
Grant Director:	David Higbee

CURRENT GEMS USER(S)

1. Misa Leal

Title: Senior Administrative Analyst
Phone: (510) 578-4351
Email: misa.leal@newark.org

Media Contact: No

2. Brian Simon

Title: Sergeant
Phone: (510) 578-4995
Email: brian.simon@newark.org

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
Form completed by:		Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
		Grant Director	
Date		Title	