



CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, March 13, 2014

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, February 27, 2014. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Proclaiming March 13, 2014, as Arbor Day in Newark. (PROCLAMATION)

 - C.2 Presentation by the Farmers and Farmerettes Square Dance Club. (PRESENTATION)

- D. WRITTEN COMMUNICATIONS

- E. PUBLIC HEARINGS

- F. CITY MANAGER REPORTS – No Consent Calendar items.

NONCONSENT
 - F.1 Authorization for the Mayor to sign an agreement with Godbe Research to provide consultant services for public opinion sampling and evaluation of possible public support for an extension of the existing City of Newark Utility User Tax – from City Manager Becker. (RESOLUTION)

- G. CITY ATTORNEY REPORTS

- H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

- I.1 Reappointment of Carol McCarty to the Tri-City Elder Coalition Volunteer Community Board – from Mayor Nagy. (RESOLUTION)**

- I.2 Reappointments to the Senior Citizen Standing Advisory Committee and declaration of vacancies – from Mayor Nagy. (RESOLUTION)(MOTION)**

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

M. CLOSED SESSION

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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

Minutes

Thursday, February 27, 2014

A. ROLL CALL

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

John Henneberry yelled from the audience that Mayor Nagy was a liar.

Mayor Nagy stated that if there were any more outbursts from the audience then he would have to consider having Mr. Henneberry removed from the room. He stated the time to speak was under Oral Communications.

B. MINUTES

B.1 Approval of Minutes of the special and regular City Council meetings of Thursday, February 13, 2014.

Council Member Marshall moved, Council Member Collazo seconded, to approve the Minutes of the special and regular City Council meetings. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Commending the 2013 California District 14 Big League All-Stars.

Mayor Nagy presented the commendation to the five youth players and four coaches.

John Henneberry yelled from the audience, "Good job team. Good job team. Hey Nagy, you're a liar, bullshit Nagy. Good job team. You're a liar Nagy."

C.2 Proclaiming March as American Red Cross Month in Newark.

Mayor Nagy presented the proclamation to Helen Knudson, a member of the American Red Cross Leadership Council.

John Henneberry yelled from the audience that Mayor Nagy worked for SRI and was a hypocrite.

Mayor Nagy reminded Mr. Henneberry of his announcement a few minutes ago that outbursts from the audience would not be tolerated and may result in removal.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E.1 Hearing to consider adoption of an Initial Study/Mitigated Negative Declaration (E-13-19) and an amendment to a conditional use permit (U-93-22) for modifications (conversion to LED) to an existing parcel identification sign (Fremont Mazda) at 39800 Balentine Drive.

MOTIONS (2) APPROVED

Assistant City Manager Grindall stated the request would convert the existing sign to a digital display. Aesthetics, Biological Resources and Transportation/Traffic were environmental factors identified as potential impacts. The conditions of approval include mitigations to reduce the potential impacts to less than significant levels.

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

Michael Torres, Ellis and Ellis Signs, stated that he read the Planning Commission resolution and agreed to the conditions in the resolution.

Amir Fariso, manager of the dealer group, responded to Vice Mayor Apodaca's question that they were working on filling the vacant lot, but had no firm plans.

Mayor Nagy closed the public hearing at 7:47 p.m.

Council Member Marshall moved, Vice Mayor Apodaca seconded to, by motions: (1) adopt E-13-19, an Initial Study/Mitigated Negative Declaration; and (2) approve Planning Commission Resolution No. 1856, with Exhibit A, pages 1 and 2, for an amendment to a conditional use permit (U-93-22) for modifications (conversion to LED) to an existing parcel identification sign (Fremont Mazda) at 39800 Balentine Drive. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

Council Member Marshall requested that Consent Calendar Item F.3 be removed for separate consideration.

Council Member Collazo moved, Vice Mayor Apodaca seconded, to approve Consent Calendar Items F.1, F.2 and F.4, that the resolutions be numbered consecutively, and

that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Authorization for the City of Newark to apply for a California Department of Alcoholic Beverage Control (ABC) grant. RESOLUTION NO. 10171**
- F.2 Amendment to Resolution No. 2505, Employee Classification Plan, to retitle the Senior Public Safety Clerk classification specification to Police Records Supervisor. RESOLUTION NO. 10172**
- F.4 Initiation of the 2014 Weed Abatement Program and setting a date for a public hearing. RESOLUTION NO. 10173**

NONCONSENT

- F.3 Approval of Specifications, Acceptance of Bid, and Award of Contract to Joel Nelson Productions for Productions Services for the 2014 Music at the Grove Summer Concert Series. RESOLUTION NO. 10174
CONTRACT NO. 14004**

Council Member Marshall thanked Recreation and Community Services Director Zehnder for his work on this project.

Council Member Marshall requested that staff investigate the purchase of a mobile stage and add it to the Capital Improvement Project list.

Council Member Marshall moved, Council Member Collazo seconded to, by resolution, accept the bid and award a contract with Joel Nelson Productions for production services for the 2014 Music at the Grove summer concert series. The motion passed, 5 AYES.

- F.5 Resolution accepting the findings and recommendations contained in Newark-Fremont Bay Trail Realignment Feasibility Study, approval of the preferred alignment, and supporting the re-alignment of the San Francisco Bay Trail within Newark. RESOLUTION NO. 10175**

Assistant City Manager Grindall stated that in 2010, the cities of Newark and Fremont received a grant from Association of Bay Area Governments to prepare a Feasibility Study and conduct public outreach for identification of a shoreline alignment of the

San Francisco Bay Trail. The Study identifies a preferred alignment closer to the Bay, however, the Study does not assure construction of the a trail nor funding.

Assistant City Manager Grindall stated that a letter was received this afternoon raising a number of issues, but there was nothing in the letter that would prevent the Council from voting on this item.

Wynn Grcich, spoke against moving the trail closer to the Bay. She stated her concerns that the water may be radioactive and if the Bay water level increased in the future it would move the water closer to the trail.

Margaret Lewis, asked if there was a map of the alignment in the study. Assistant City Manager Grindall identified the page in the study. She noted that this project was not posted under the ongoing projects section of the City website. She referenced the scientific information in the letter that was submitted earlier in the day.

Council Member Marshall moved, Council Member Collazo seconded to approve a resolution accepting the findings and recommendations contained in the Newark-Fremont Bay Trail Realignment Feasibility Study, approval of the preferred alignment, and supporting the re-alignment of the San Francisco Bay Trail within Newark. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

G.1 Claim of Jenelle Cooper.

MOTION APPROVED

City Attorney Benoun gave the staff report recommending denial of the claim.

Vice Mayor Apodaca moved, Council Member Collazo seconded, to deny the claim and directed staff to notify the claimant of such denial. The motion passed, 5 AYES.

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Appointment to the Planning Commission.

RESOLUTION NO. 10176

Mayor Nagy requested that the City Council approve the appointment of Jeff Aguilar to the Planning Commission. The appointment will be for the unexpired term of Ms. Dias' Planning Commission seat, December 31, 2014.

Council Member Collazo moved, Council Member Marshall seconded to, by resolution, approve the appointment of Jeff Aguilar to the Planning Commission for a term to expire on December 31, 2014. The motion passed, 5 AYES.

- I.2** Council Member Collazo thanked the Alameda County Fire Department for the CPR class that she attended at the Silliman Center. She urged the public to donate blood.

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

K. ORAL COMMUNICATIONS

- K.1** Wynn Grcich stated that she attended the BASWA meeting for the Hetch Hetchy Pipe replacement discussion. They are considering a \$38 million bond to fund a portion of the project that was not included in the original plan. She invited the public to attend the Clean Water Action rally on March 22 at Union Square in San Francisco.

- K.2** John Henneberry stated that per his poll, City employees are overpaid. He requested the Mayor to place this matter on a future agenda. The Mayor declined. Mr. Henneberry asked the City Manager how many days per week and hours per day did he work at City Hall.

Mayor Nagy stated “Mr. Henneberry, Mr. Henneberry.”

Mr. Henneberry stated “you are on my time Nagy, shut up.”

Mayor Nagy stated “Mr. Henneberry.”

Mayor Nagy requested that the City Clerk stop the timer.

Mr. Henneberry repeated “you are on my time Nagy, shut up” and continued speaking over the Mayor.

A female member from the audience yelled at Mr. Henneberry, “you shut up.” Mr. Henneberry continued speaking.

Mayor Nagy requested the removal of Mr. Henneberry from the Chambers.

At 8:23 p.m. Mayor Nagy called a recess.

At 8:35 p.m. the meeting resumed.

Mayor Nagy stated that per the Municipal Code, all questions are directed to the Chair. He stated that Mr. Henneberry violated the Municipal Code when he asked a question

directly to staff. Mayor Nagy invited Mr. Henneberry to speak for the remainder of his time.

Mr. Henneberry questioned the need for the Newark Betterment Corporation and the funding source. He stated that the City Council needed adult supervision. He shared his thoughts on Council Member Marshall and Officer Neithercutt.

- K.3** Frankie Addiego stated he was writing book and was looking for vintage photographs or anecdotes for Newark. He stated that the City manager's hours at City Hall were irrelevant since much of his time is spent attending meetings off site. He requested a moment of silence for Harold Ramis.

L. APPROPRIATIONS

City Clerk Harrington read the Register of Audited Demands: Check numbers 100668 to 100792.

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

M. CLOSED SESSION

N. ADJOURNMENT

At 8:43 p.m. Mayor Nagy adjourned the meeting.

C.1 Proclaiming March 13, 2014, as Arbor Day in Newark.

(PROCLAMATION)

Background/Discussion – In recognition of our continued dedication and commitment to the management of tree resources, the City of Newark has been named a Tree City U.S.A. for the twenty-seventh consecutive year by the National Arbor Day Foundation. An effective urban tree management program requires an on-going maintenance program, along with a program of renewal that includes planting new trees. In celebration of Arbor Day, a public tree planting will be held before the City Council meeting on the west side of the City Administration Building parking lot.

Maintenance Supervisor Sue Carey will be at the meeting to accept the proclamation.

C.2 Presentation by the Farmers and Farmerettes Square Dance Club.

(PRESENTATION)

Background/Discussion – The Farmers and Farmerettes Square Dance Club is a Newark-based group that does exhibition and entertainment square dancing and is also involved with local charities. Don Baker and representatives from the Farmers and Farmerettes will be at the City Council meeting to present a contribution to the Newark Betterment Corporation.

F.1 Authorization for the Mayor to sign an agreement with Godbe Research to provide consultant services for public opinion sampling and evaluation of possible public support for an extension of the existing City of Newark Utility User Tax – from City Manager Becker. (RESOLUTION)

Background/Discussion – In November 2010, Newark voters approved Measure U, a temporary 3.5% Utility User Tax (UUT) within the City of Newark. The tax is applied to electricity, natural gas, telecommunications, and cable television services and includes exemptions for low income residents and senior citizens over the age of 70. The UUT is scheduled to sunset on December 31, 2015. In early 2011, the City Council adopted a Restoration Plan to use the UUT revenue to reinstate previously cut services and to begin to rebuild City reserves. The Restoration Plan included:

- Reopening the Senior Center
- Adding 2 Police Officers including a Detective and a School Resource Officer
- Reinstating the Neighborhood Watch Program and expanding a police volunteer program
- Increasing park and landscape maintenance throughout the City
- Increasing street sweeping from once every two months to once per month
- Reinstating the Ash Street Summer Program which serves at-risk youth
- Reinstating the School Crossing Guard Program
- Adding Community Preservation staffing
- Rebuilding the City's fiscal reserves.

The UUT revenue also supports additional base services in the Police Department, Parks and Street Maintenance, and the Recreation and Community Services Department. Despite the recent improvement in the economy, the UUT revenue continues to make up a vital portion of the City's operating revenue. The UUT generated \$3.4 million in revenue for the City in fiscal year 2012-2013. This represents approximately nine percent (9%) of the City's total operating revenue.

On February 13, 2014, a City Council Work Session was held to discuss the 2014-2016 Biennial Budget and to review budget projections for subsequent years. Budget projections indicate that there will be significant operating budget deficits in the subsequent years following the expiration of the Utility User Tax. Despite the City's continued conservative budget balancing measures, revenue growth is not projected to keep up with projected expenditures. In order to balance future budgets it is anticipated that reductions or elimination of programs and services would have to be made. Projections also indicate that the City's operating budget reserve funds which were built after the passage of the UUT would be quickly exhausted bridging the projected deficits. A continued need for the UUT revenue appears necessary to avoid long-term deficits without significant cuts in services to the community.

As a result of this information, the City Council directed staff to facilitate a public opinion poll to evaluate possible public support for an extension of the existing City of Newark Utility User Tax to address the projected operating budget deficits.

To facilitate the opinion poll, staff contacted Godbe Research, a recognized leader in revenue measure feasibility polling services. Godbe Research has provided this type of service for numerous local government agencies and previously performed polling services for the City of Newark in 2008.

The proposed scope of work will include:

- Reviewing voter and resident information and developing a stratified and clustered sample of Newark voters.
- Designing a survey instrument to determine issues of importance to the community and to identify resident's service priorities.
- Conduct a set of 15 to 18 minute telephone interviews using a strict interview protocol
- Analyzing the survey results and preparing a comprehensive report of findings
- Presenting the results and recommendations from the survey to City staff and the Newark City Council.

The fee for these services would not exceed \$22,575. This amount is consistent with the fees charged by other firms that provide these types of services. Funding will come from the approved 2013-2014 budget.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with Godbe Research for consultant services for public opinion sampling and evaluation of possible public support for the extension of the existing City of Newark Utility User Tax.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT WITH GODBE RESEARCH FOR
CONSULTANT SERVICES FOR PUBLIC OPINION
SAMPLING AND EVALUATION OF POSSIBLE PUBLIC
SUPPORT FOR THE EXTENSION OF THE EXISTING CITY
OF NEWARK UTILITY USER TAX

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign an agreement with Godbe Research for consultant services for public opinion sampling and evaluation of possible public support for the extension of the existing City of Newark Utility User Tax, said agreement on file in the Office of the City Clerk.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this _____ day of March, 2014 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **GODBE RESEARCH**, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: revenue measure feasibility voter opinion research.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of twenty two thousand five hundred seventy five and No/100 Dollars (\$22,575.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

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

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

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

8. INFORMATION AND DOCUMENTATION.

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

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

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

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect

the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
3. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: **\$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.
(including products-completed operations, personal and advertising injury)
2. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
3. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

No policy required by this paragraph 12 shall include a “wasting” policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

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

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

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

I. Other Insurance Provisions.

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

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

2. Primary Insurance. For any claims related to these Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by

City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

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

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

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

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

16. TERM/TERMINATION.

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

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

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

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

GODBE RESEARCH

CITY OF NEWARK

Bryan Godbe
Consultant

John Becker
Administrator

Address: Godbe Research
1660 Amplett Blvd.
Suite 205
San Mateo, CA 94402

City of Newark
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

GODBE RESEARCH
a California corporation

By _____
City of Newark

Date _____

By _____
Consultant

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES

PROPOSED SCOPE OF WORK

Godbe Research is a recognized leader in voter opinion research for California cities, school districts, counties, park and recreation districts and other local government agencies. The firm believes that a project's success depends on recognizing the individual needs of each client. To this end, Godbe Research has crafted the following project plan for Newark to illustrate the types of considerations that go into each of our research projects.

Research Objectives

Before beginning any research project, Godbe Research spends significant time reviewing each client's unique research objectives to choose the most appropriate research design. Based on preliminary information obtained from the City, Godbe Research understands that there are several research objectives to be addressed, the most important of which include:

- ✓ determining and ranking issues of importance to the Newark electorate;
- ✓ evaluating the spending priorities of the electorate in the City vis-à-vis the range of publically provided services in the Newark community;
- ✓ determining baseline and informed support for a potential future utility users tax reauthorization measure in the City;
- ✓ identifying the maximum tax threshold supported by the necessary percentage of City voters for the UUT measure;
- ✓ evaluating and ranking the specific projects and programs that the UUT measure could fund for the City, even within the City's general fund;
- ✓ examining the impact of various statements on support for the potential UUT measure (arguments 'for' and 'against' the measures), including duration;
- ✓ evaluating the November 2014 California Gubernatorial election cycle as a general tax opportunity for the City,
- ✓ collecting demographic information on voters in Newark not already contained in the voter file for profiling and segmentation purposes, *and*;
- ✓ additional research objectives to be refined between the City, Godbe Research, and other project stakeholders.

Recommended Scope of Work

Godbe Research is a recognized leader in revenue measure feasibility polling and we have track record of providing polling for hundreds of successful local government revenue measures, which have generated more than \$25 billion dollars in funding for our local government clients of all types. Based on this experience and information received from the City, Godbe Research has crafted the following scope of work for the City to illustrate the types of considerations that go into each of our research projects. Accordingly, specific services for the revenue measure feasibility survey of voters are envisioned to include:

- An in-person project kick-off meeting with the City of Newark, as well as additional meetings and conference calls, as needed, to discuss the research objectives of the study and other project tasks in detail.
- A review of Newark voter and resident demographics, polling and results on past ballot/revenue measures (both for the City and other agencies that also serve the City), and other data sources that will help to inform the questionnaire and sampling design for this specific polling study.
- Developing of a stratified and clustered sample of City of Newark voters, likely to vote in the November 2014 California Gubernatorial general election cycle, based on the City's research objectives for this study.
 - ❖ For reference, we have identified that there are a total of 20,365 voters in the City of Newark, of which 11,261 are expected to turnout for the November 2014 Gubernatorial general election cycle based on a review of the State voter file.
- Designing and refining a survey instrument of between 15 and 18-minutes in length so that it addresses all of the research objectives of Newark for voter polling study. The survey instrument will be designed through an iterative process between the Godbe Research and the City, as well as other project stakeholders. A 15 to 18-minute survey balances the data needed of the survey with the amount of time we can expect to keep a given voter on the phone and engaged in the process and keep the survey to a manageable length. For reference, the 2008 UUT voter polling study was 18-minutes in length.
 - ❖ While each of our revenue measure feasibility surveys is customized to a given client; our survey design follows a specific and proven format. Accordingly, the survey will address topics such as: issues of importance to the community; a ranking of City provided services; a first unaided ballot test for the UUT measure; tax threshold test using a reverse auction method for the UUT; projects/programs to be funded or maintained by the measure; arguments 'for' and 'against' the measure; duration of the UUT measure and any special features; a second ballot test for the measure after relevant information has been presented, and finally; demographic questions for those not included in the voter file.
- Pre-testing the survey instrument to ensure that the questions and response codes are understandable to respondents, and to ensure that the survey length coincides with the budgeted survey length for the project.
- CATI programming the survey instrument for efficient and accurate data collection. While we program the survey instrument into a computer to allow for skip patterns and elimination of potential errors, all interviews are conducted via a live interviewer in the western United States.
- Training telephone interviewing personnel on the survey questionnaire and interviewing protocol, during an approximately one hour training session.
- Conducting approximate 15 to 18-minute telephone interviews 350 (n=350) total Newark voters according to a strict interviewing protocol. For reference an overall sample size of 350 (n=350) voters will provide for a margin of error range of no greater +/-5.2% at the 95% confidence level.

- Processing the data from the voter survey according to stringent quality control procedures, and weighting the data to adjust for population distribution, as needed.
- Meeting with Newark to review the topline/aggregate survey results, which will help guide the analysis and reporting of data to be of maximum value to the City in moving forward with planning or policy decisions based on the survey results.
- Analyzing the survey results and preparing a comprehensive report of findings for Newark which directly addresses the research objectives outlined for this project. Our reports are customized to each client's unique research objectives and typically include an executive summary, methodology discussion, key findings and conclusions, applicable charts and graphics, as well as a complete set of crosstabulations for all questions asked in the survey and a copy of the survey questionnaire.
 - ❖ Feasibility Analysis: Godbe Research will advise the City if a revenue measure is feasible for November 2014, based on our polling results, or if a longer public education and outreach process is necessary prior to placing any measure on the ballot.
 - ❖ Ballot Question Wording: Godbe Research will help to recommend a version of the ballot question that reflects the benefit ranking results from the survey for the UUT measure. Furthermore, we will work with the City and other project stakeholders to refine that language until it meets the approval of all key parties.
 - ❖ Tax Threshold Report: In many cases, a voter's decision to vote 'for' or 'against' a measure depends on how much a measure will cost. Godbe Research's tax threshold report looks at how various tax levels will affect the City's chance of passing a UUT measure in order to maximize the revenue amount to meet the City's needs.
 - ❖ Election Timing Report: The election timing report section will describe the factors associated with the November 2014 election cycle, integrate these factors with survey findings, and determine if there are any potential problems with that cycle.
 - ❖ Godbe Research's Profile of Voters: Godbe Research has created a proprietary model used to create a profile of "Strong support," "Potential support," and "Strong opposition". These profiles outline the various voter subgroups and their level of support for targeting supporters in any education/outreach or other campaign.
- Presenting the results and recommendations from the survey to City staff and administration, as well as the Newark City Council for up to two project presentations.
- Post project consulting with the City and other project stakeholders on the results and recommendations from the survey throughout the revenue measure processes, as needed, and at no additional charge.

PROPOSED PROJECT TIME LINE

Because of our experience in conducting voter opinion research for a wide variety of clients including counties, cities, school districts, and other public agencies, Godbe Research can conduct a voter survey project over about six to eight weeks, however, preliminary results can be made available much sooner, if required. Below we have provided a general polling time line in number of days, which will be formalized into specific dates shortly after the project kick off meeting when we can discuss collective schedule and deliverable due dates. Newark meetings (e.g. project kick off meeting) and tasks (e.g. questionnaire review) have been *italicized* for easy review.

<u>Project Task</u>	<u>Approx. Time</u>
<i>Project Kick-Off Meeting with the City</i>	<i>1 Day (1 to 2 hours)</i>
Review of Previous Surveys and Data	2 to 3 Days
Questionnaire Drafting and Refinement	10 to 12 Days
Sample Development and Matching (concurrent with questionnaire drafting)	2 to 3 Days
<i>Meeting with City to Review Draft Survey</i>	<i>1 Day (1 to 2 hours)</i>
Questionnaire Revisions (as needed)	3 to 5 Days
Pretest and CATI Programming	2 Days
Data Collection / Interviewing	4 to 6 Days
Initial Data Processing	3 to 5 Days
<i>Topline Report Meeting with Newark</i>	<i>1 Day (1 to 2 hours)</i>
Analysis and Reporting	8 to 10 Days
<i>Report/Recommendations Review w/ the City</i>	<i>1 Day (1 to 2 hours)</i>
<i>Presentation of Findings to City Staff, Administration and City Council</i>	<i>Anytime After Final Report Submittal</i>
<i>Post Survey Consulting on Results with Newark and Other Stakeholders</i>	<i>Ongoing Through Election Day</i>

EXHIBIT B

PAYMENT

PROJECT COST OPTIONS

Godbe Research takes great pride in delivering reliable and practical research projects 'on time and on budget'. In doing so, we prefer to provide a firm, fixed fee format for our cost proposals. This is because it is easiest to convey pricing for a voter survey by its two most important factors: sample size/number of interviews and survey length, as well as a secondary factor of languages surveyed (other than English).

Based on our basic understanding of the research objectives and goals of the City of Newark for the voter polling, Godbe Research recommends a 15 to 18-minute telephone survey comprised of 350 (n=350) total Newark voters likely to vote in the November 2014 election cycle of interest. The prices below reflect the all-inclusive costs to complete the voter polling project--the overall cost will not exceed those shown below, provided that parameters (survey length, sample size, etc.) of the project conform to those outlined in this proposal. Should project parameters or Newark needs change, we will be happy to provide amended costs prior to proceeding.

Survey of 350 (n=350) City of Newark Voters

<u>Task</u>	<u>15-min.</u>	<u>18-min.</u>
Listed Voter Sample	\$900.00	\$900.00
Land Line/Cell Phone Add Match	\$800.00	\$800.00
CATI Programming	\$1,090.00	\$1,310.00
Survey Pretest	\$100.00	\$100.00
Telephone Interviewing	\$7,420.00	\$8,715.00
Data Processing	\$800.00	\$850.00
Research Fee	\$7,500.00	\$7,500.00
Project Management	\$2,250.00	\$2,250.00
<u>Miscellaneous Expenses</u>	<u>\$150.00</u>	<u>\$150.00</u>
Project Total	\$21,010.00	\$22,575.00

EXHIBIT C
QUALIFICATIONS

FIRM BACKGROUND AND EXPERIENCE

Godbe Research, a State of California certified small business enterprise (SBE), was founded in January of 1990. The firm is a full-service public opinion research agency that offers its clients extensive experience in public opinion research for ballot and revenue measure feasibility studies, community needs assessments, public education and outreach strategies, strategic and general planning efforts, community and employee satisfaction, user and customer engagement, public sector marketing efforts, and other customized client needs. Our offices in San Mateo (Corporate / Northern California), Newport Beach (Southern California / Southwest), and Bellevue (Seattle / Northwest) house a staff of highly trained and experienced researchers (all Master's or Ph.D. level), and a commitment to providing superior quality research and client services.

The firm has been employed by public and private sector clients throughout the western United States, and the combined expertise of the Godbe Research team spans more than 50 years in the field of public opinion research. The Godbe Research Team consists of the President and Principal Researcher (Bryan Godbe), Vice President, and a staff of Senior Research Managers, Senior Statistical Analysts, Research Analysts, and Research Associates. Each team member has the education and experience commensurate with their position at Godbe Research, and the team regularly teaches, authors, and speaks in the field of survey research. In short, you will not find a more experienced and educated team in public opinion research.

Godbe Research has conducted more than 2,500 research projects for California local government agencies since our founding in 1990. In fact, we have specific experience with voter polling for hundreds of successful California local government revenue measures, including sales taxes, utility users taxes (UUT), transient occupancy taxes (TOT), parcel taxes, business license taxes (BLT), bonds, property owner assessments, and other funding mechanisms. Moreover, this experience includes dozens of successful revenue measure wins in general, special, and all mail ballot (voter and property owner) election cycles.

Some of our most recent polling experience includes projects leading to **successful** revenue measures for the Cities/Towns of Corte Madera (2013 sales tax), San Rafael (2013 & 2005 sales taxes and 2010 & 2006 special taxes), Fairfield (2012 sales tax), Moraga (2012 sales tax), Artesia (2012 BLT), Albany (2012 sales tax and 2006 bond), Salinas (2012 sales tax) La Mirada (2012 sales tax and 2009 TOT), Santa Maria (2012 sales tax), Ridgecrest (2012 sales tax), Oakdale (2011 sales tax), Redwood City (2011 BLT and TOT), McKinleyville CSD (2011 assessment), Cupertino (2011 TOT and 2009 UUT), Concord (2010 sales tax), El Cerrito (2010 and 2008 sales taxes and 2004 UUT), Mammoth Lakes (2010 UUT), Placerville (2010 special sales tax), Union City (2010 sales tax), Novato (2010 sales tax), Tracy (2010 sales tax), Campbell (2010 TOT and BLT), San Jose (2010 card room tax), Davis (2010 sales tax), Mountain View (2010 UUT), Newark (2010 UUT), Atherton (2009 parcel tax), Hayward (2009 UUT), Banning (2009 TOT), Palmdale (2009 TOT), La Mirada (2009 general TOT), Half Moon Bay (2008 TOT), and others since the economic downturn of mid to late-2008. In addition, we are also currently working with or have recently worked with the Cities of San Leandro, Richmond, Hayward, Watsonville, South San Francisco, Mountain View, Los Altos, San Bruno, Kensington CSD, Rancho Cordova, and others on voter polling for revenue measures for November 2014 or election cycles in 2015.

Our experience specifically in the City of Newark (Newark or City) and in greater Alameda County is just as extensive. In addition to providing voter polling services for

the City's successful 2010 UUT measure, we were also the pollster for the Newark Unified School District's successful 2011 bond measure. Godbe Research has also been the pollster for other Alameda County Cities listed above (Hayward, Albany, San Leandro, and Union City), as well as for the San Leandro Unified School District, Piedmont Unified School District, Hayward Unified School District, Fremont Unified School District, Livermore Valley Joint Unified School District, and Dublin Unified School District in the same 2008 to 2014 time frame.

The research that Godbe Research performs represents a vital tool for improving the success rate of revenue measures for our local government clients. Through our revenue measure feasibility surveys, we can evaluate if cuts to City programs and services are more palatable than a voter supported funding mechanism; rank publically provided services in terms of satisfaction and importance to the local community; determine or confirm the appropriate funding mechanism; assess baseline and informed support for a revenue measure; determine the specific projects that voters are most interested in funding even within the City's general fund; identify the arguments and features of a measure that increase support for the measure; help to inform the strategy and content of a public education and outreach campaign; determine or confirm the best election cycle in which to place a measure on the ballot, as well as; determine the maximum tax threshold at which the necessary proportion of voters will support a given revenue measure. Our tried and true approach has led to a successful passage rate of just greater than 90% for all revenue measures for which the firm has been the pollster. Moreover, this rate is for the 24-year life of the firm; in good economic times and in bad.

As an organization, Godbe Research is a small business (less than 10 employees) and we manage our commitments wisely. This means managing our project load so that our President and Principal Researcher (Bryan Godbe) can be directly involved in each project we conduct at the project manager or project advisor level. Similarly, we do not take on so many projects that we need to move team members or remove team members from current projects, so that your project manager will be with you from start to finish, and up through Election Day should the City decide to move forward with a measure.

Below is a diagram of the general research process we undertake as part of our typical voter survey projects. While each of our studies is highly customized based on our client's needs, we follow this process for each of our quantitative (and a similar process for qualitative) studies. We are here with you throughout the process and even after the survey has been completed as we understand that our polling can feed into ballot measure planning and other activities that can take an addition 6 to 12 months, or more, to culminate once the voter polling portion has been completed.



GODBE RESEARCH PROJECT MANAGER

Reliable polling results depend on having a firm that understands the complexities and nuances of survey research design, including sampling theory, questionnaire design, and data analysis. Indeed, although it appears easy to conduct a voter survey, it is in fact very difficult to design and conduct a survey where the resulting data are reliable measures of the opinions and behaviors one intends to measure, and the data can be accurately projected to the larger population of interest.

The team at Godbe Research is comprised of recognized experts in voter polling research design and implementation, and for this project we will assign our most experienced team members with the ability to add more should the need arise. For example, our Project Manager for this project Bryan Godbe (President and Principal Researcher), has designed and conducted more than 150 survey research projects in the past three years alone, including projects for each of the client references listed in the next section.

Bryan will execute all stages of the project, including sampling design and questionnaire development, overall project management, analysis, reporting, and presentations, and will be the day-to-day contact for City of Newark staff and administration from Godbe Research. Bryan will be assisted by other Godbe Research team members, as necessary and a brief resume for Bryan has been provided below.

Bryan Godbe, M.A.
President and Principal Researcher

Founder of Godbe Research, Mr. Godbe has over 20 years of experience in public opinion research, public relations and government affairs. In this capacity, he has conducted public opinion and market research projects at the national, state, and local levels including projects for the Cities of Portland (Oregon), Tacoma (Washington), Henderson (Nevada), San Francisco, San Diego, Los Angeles, Sacramento, and San Jose (California).

Mr. Godbe received a Silver Anvil Award from the Public Relations Society of America for the development and implementation of an outstanding government affairs program on behalf of the Contra Costa Water District. This program was based on Mr. Godbe's extensive research including baseline research, focus groups and three tracking polls. In addition, Mr. Godbe was recently the pollster for recently successful revenue and ballot for the Cities/Towns of Hayward, El Cerrito, San Leandro, Union City, Albany, Concord, Moraga, Cupertino, Mountain View, San Jose, Redwood City, and others. He is also currently working with the Cities/Towns of Richmond, Watsonville, Hayward, San Leandro, Kensington (CSD), Salinas and others on revenue measure polling for election cycles in 2014 or later.

Prior to founding the firm, Mr. Godbe was Vice President of Research at a California based public relations firm. Mr. Godbe also serves as the Senior Research Consultant at the Center for the Study of Los Angeles, at Loyola-Marymount University. He has a Master's Degree from the University of Michigan where he studied survey research methodology at the Institute for Social Research; and a B.A. degree from the University of California, Berkeley.

I.1 Reappointment of Carol McCarty to the Tri-City Elder Coalition Volunteer Community Board – from Mayor Nagy. (RESOLUTION)

Background/Discussion – The term of Tri-City Elder Coalition Volunteer Community Board appointee Carol McCarty expires in June. The Tri-City Elder Coalition Volunteer Community Board (TCEC) is appointed and includes representation from senior services providers, non-profit organizations, cultural and faith groups, government, and business. The Board meets 6 times a year and oversees TCEC’s mission and initiatives. Ms. McCarty has submitted a request for two year reappointment.

Attachment

Action - It is recommended that the City Council, by resolution, reappoint Carol McCarty to the Tri-City Elder Coalition Volunteer Community Board.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK REAPPOINTING CAROL MCCARTY TO THE TRI-
CITY ELDER COALITION VOLUNTEER COMMUNITY
BOARD

WHEREAS, the term of Tri-City Elder Coalition Volunteer Community Board appointee, Carol McCarty, expires on June 8, 2014; and

WHEREAS, the Mayor of the City of Newark has reappointed Carol McCarty to said position on the Tri-City Elder Coalition Volunteer Community Board for a term expiring June 8, 2016;

NOW, THEREFORE, BE IT RESOLVED that said appointment is hereby approved by the City Council of the City of Newark.

I.2 Reappointments to the Senior Citizen Standing Advisory Committee and declaration of vacancies – from Mayor Nagy. (RESOLUTION)(MOTION)

Background/Discussion – The terms of Senior Citizen Standing Advisory Committee Members Mel Nunes, Carol Hewitt, Faye Hall, Carol McCarty, Elwood Ballard, and Rick Arellano will expire on April 14, 2014. Committee Members Hall, McCarty, Ballard, and Arellano each requested two year reappointments. Committee Members Nunes and Hewitt are not seeking reappointment.

Pursuant to Government Code Section 54974, whenever a vacancy occurs on a commission a special vacancy notice shall be posted no later than 20 days after the vacancy occurs. The vacancy notice must be posted for at least ten days before the Mayor may appoint new Committee Members, with the approval of the City Council.

Attachment

Action - It is recommended that the City Council, by resolution, approve the reappointment of Faye Hall, Carol McCarty, Elwood Ballard, and Rick Arellano to the Senior Citizen Standing Advisory Committee, for a term to expire on April 14, 2016 and by motion declare vacancies on the Senior Citizen Standing Advisory Committee and direct the City Clerk to post a vacancy notice.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE REAPPOINTMENT OF FAYE
HALL, CAROL MCCARTY, ELWOOD BALLARD, AND RICK
ARELLANO TO THE SENIOR CITIZEN STANDING ADVISORY
COMMITTEE

WHEREAS, Faye Hall, Carol McCarty, Elwood Ballard, and Rick Arellano, hereto appointed members of the Senior Citizen Standing Advisory Committee, have terms expiring on April 14, 2014

WHEREAS, the Mayor of the City of Newark has reappointed Faye Hall, Carol McCarty, Elwood Ballard, and Rick Arellano to said positions on the Senior Citizen Standing Advisory Committee for a term expiring April 14, 2016;

NOW, THEREFORE, BE IT RESOLVED that said appointments are hereby approved by the City Council of the City of Newark.