

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is entered into this ___ day of June, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and STRATEGIC ECONOMICS, INC, (a California corporation), whose address is 2991 Shattuck Ave, #203, Berkeley, CA 94705, (the “Provider”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: preparation of an Economic Development Strategic Plan. City staff issued a RFP on March 28, 2016 and received three (3) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for the preparation of an Economic Development Strategic Plan, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the ___ day of June 2016, and shall terminate on the 31st day of March 2017, unless terminated earlier as set forth herein.

This Agreement may be mutually extended up to an additional 12 months at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement.

2. **SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. **COMPENSATION TO PROVIDER:**

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A. Extra work must be approved in writing by

the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis.

b. The total compensation for the work under this Agreement is not to exceed **\$148,085**, as set forth in Exhibit A.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access

to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Community Development Department
2263 Santa Clara Ave, Room 120
Alameda, CA 94501
ATTENTION: Debbie Potter
Ph: (510) 747-6899

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Strategic Economics
2991 Shattuck Ave, #203
Berkeley, CA 94705
ATTENTION: Sujata Srivastava
Ph: (510) 647-5291, ext. 105

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this

Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

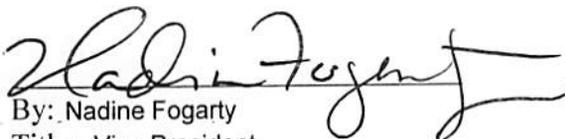
STRATEGIC ECONOMICS, INC
(A California corporation)

CITY OF ALAMEDA
A Municipal Corporation



Sujata Srivastava
Principal

Jill Keimach
City Manager


By: Nadine Fogarty
Title: Vice President

RECOMMENDED FOR APPROVAL



Debbie Potter
Community Development Director

APPROVED AS TO FORM:
City Attorney



Farimah Brown
Sr. Assistant City Attorney

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)

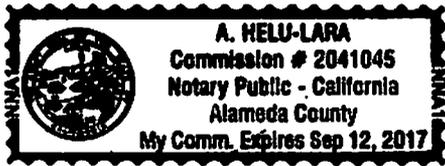
On 05/27/2016 before me, A. Magracia P. Helu-Lara
Date Here Insert Name and Title of the Officer

personally appeared Nadine Adria Fogarty
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 A. Helu-Lara
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: _____

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 05/27/16 before me, Attagracia P. Helu-Lara,
Date Here Insert Name and Title of the Officer
personally appeared Sujata Srivastava
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 A. Helu-Lara
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: _____

SCOPE OF SERVICES: ALAMEDA ECONOMIC DEVELOPMENT STRATEGIC PLAN

Task 1: Review City Documents and Background Data; Attend Kick-off Meeting and Site Visit

The Strategic Economics Team (the SE Team) will work with City Staff to kick off the Economic Development Specific Plan (EDSP), through sub-tasks described below:

Task 1.1: Project Initiation, Kick-off Meeting and Site Visit – The SE Team will first attend a project initiation meeting with City Staff to finalize the scope of work. As part of this meeting, the SE Team will work with City Staff to identify opportunities to streamline the project scope and budget. This may include a reduction in the number of meetings or deliverables, or the combination of meetings with different stakeholder groups. We will also evaluate opportunities to consolidate the background analysis, based on the review of background documents and data in Task 1.2.

A second meeting will be held to introduce the project to the EDSP Ad Hoc Committee. The desired outcomes of both of the initial meetings are to define the project's goals, finalize the community and business engagement strategy, and agreement on the approach to the background report. After the project initiation meetings, the SE Team will tour the city with Economic Development and other project staff, with a special focus on the City's key economic generators and opportunity areas. One member of the SE Team will also attend and speak (if necessary) at the City Council meeting at which the consultant contract is approved.

Task 1.2: Review Background Documents and Data – Prior to the initiation meetings, SE will review all background documents provided by City and listed in the RFP.

Meetings

- City Council meeting
- Kick-off meeting with City Staff
- Kick-off meeting with EDSP Ad Hoc Committee

Deliverables

- Memorandum summarizing approach for developing EDSP Background Report
- Final scope of work
- Final project schedule defining key meetings and dates for submittal of draft and final deliverables.

Task 2: Citywide Demographic and Economic Analysis

Building off of previous analyses and data, Strategic Economics will fill in any gaps and provide updated information on Alameda's economic and market position relative to the East Bay region and the greater Bay Area overall. The subtasks outlined below include a close review of existing data, analysis of key business sectors, commercial real estate market trends, and retail spending patterns.

Task 2.1 Review of Existing Data

SE will conduct a close review of all relevant policy documents, recent market and economic studies, and data pertaining to demographic and socioeconomic trends, labor force characteristics, sales tax revenues, overall employment patterns, and projected growth.

Task 2.2: Business Sector and Consumer Demand Analysis

- **Business Sector Analysis** - In order to gain a more nuanced understanding of the types of industries and businesses that are successful, have potential for growth, or require additional support from the city, Strategic Economics will evaluate Alameda's primary business sectors, including clean tech/advanced manufacturing, specialty food and beverage manufacturing, computer software, and healthcare and biotechnology, among others. We will use a combination of California Employment Development Data, County Business Patterns, and city business license data (if available) to analyze employment, industry, and business trends, and better understand Alameda's role in the East Bay and the wider San Francisco Bay Area.
- **Commercial Real Estate Market Analysis** – Strategic Economics will analyze the performance of key office and R&D locations within the city, such as Alameda Point, Harbor Bay and Marina Village Business Park. This analysis will include an assessment of real estate market trends such as rents and vacancy rates, as well as major tenants and regional competitors. We will also identify the key competitive advantages for each location, incorporating feedback from commercial real estate brokers, developers and business owners through the stakeholder focus group process and additional interviews, as needed. Together with the findings the business sector analysis, this subtask will identify industries and business types that not only have strong growth potential, but are also a good match for Alameda's largest commercial locations.
- **Retail Analysis** - In order to better understand consumer spending patterns and growth in Alameda, Strategic Economics will evaluate retail performance at the center, city and regional levels. This will include an analysis of sales trends and real estate market data for major retail locations, such as South Shore Center, Park Street, Webster Street and Alameda Landing, as well as an assessment of competitive supply within the City's trade area. Strategic Economics will also conduct a citywide retail leakage analysis by sector to identify potential opportunities for growth. Finally, in order to gain insight into Alameda's role within the broader retail context, we will compare retail sales patterns in the City of Alameda with those of neighboring and competitive East Bay cities and the East Bay region.

Deliverable

- Memorandum summarizing the results of the Business Sector Analysis, Commercial Real Estate Market Analysis, and Retail Analysis.

Task 2.3: Research Tourism and Visitor Destinations – Strategic Economics will evaluate the performance and economic contribution of Alameda's major tourist and visitor destinations, including the marinas, Chuck Corica Golf Course, the USS Hornet Museum, Crown Beach, Spirits Alley, and other key destinations. In addition to analysis of quantitative data such as sales and transient occupancy taxes, we will also conduct primary research about the number of visitors, visitor origins, and overall performance through interviews with representatives from major destinations. This analysis will provide insight into the role of tourism in Alameda's overall economy, and its potential role in driving future economic growth in the City.

Deliverable

- Memorandum summarizing the Research on Tourism and Visitor Destinations

Task 2.4: Stakeholder Focus Groups – Strategic Economics will facilitate a series of up to eight in-person stakeholder focus groups. The stakeholder groups will be defined in close coordination with City Staff and the EDC Ad Hoc Committee, but are likely to include: key business representatives; retailers; brokers, developers, hotel operators, community leaders, property owners, and City division managers. In addition to gathering qualitative information and answering key questions raised in previous tasks, the focus groups will help to build support for the Economic Development Strategic Plan and achieve “buy-in” from key stakeholders and community leaders. Strategic Economics will facilitate each of the focus groups, formulating specific topics and questions with the goal of gathering required information, generating ideas for potential strategies, and building consensus for the EDSP. It is assumed that City Staff will contact all stakeholders to schedule and coordinate the focus group meetings. In situations where scheduling conflicts arise, one-on-one interviews may be substituted for larger group meetings.

Meeting

- Up to eight (8) Stakeholder Focus Group meetings
- Up to six (6) individual interviews, as needed

Deliverable

- Summary of key economic development issues identified in the focus group meetings and interviews

Task 2.5: SWOT Analysis and Identification of Target Industries - Building on previous tasks, SE will prepare a summary of Alameda’s strengths, weaknesses, opportunities and threats (SWOT analysis) for economic development. This analysis will also identify specific industries and tenant types that might be a good fit for Alameda, including consideration of maritime and tourism industries, among others.

Deliverable

- Memorandum summarizing the SWOT Analysis and Identification of Target Industries

Task 2.6: Economic Development Background Report – Building on the memo reports prepared in previous tasks, Strategic Economics will produce a comprehensive Economic Development Background Report. The Background Report will summarize previous findings, identify key target industries, and serve as the foundation for the creation of the Economic Development Strategic Plan. The Background Report will be designed for a public audience, incorporating graphics, charts and tables that “tell the story” of Alameda’s economy. A user-friendly Executive Summary will highlight the most significant findings and set the stage for public discussion.

Strategic Economics will deliver an Administrative Draft for review and meet with City Staff and the EDSP Ad Hoc Committee. Within 21 calendar days of receiving a single integrated set of comments from reviewers, a final report will be delivered.

Meetings

- Presentation of Administrative Background Report to City Staff
- Presentation of Administrative Background Report to EDSP Ad Hoc Committee

Deliverables

- Administrative Draft of the Economic Development Background Report
- Final Economic Development Background Report

Task 3: Community Engagement

The SE team, led by MIG, will design and facilitate a robust and multi-faceted community engagement program to support this project. We will leverage our deep knowledge of the local Alameda community, business leaders and property owners to create a focused series of social media and workshop events that are engaging, fun, and solicit the desired input needed to advance the project. Our approach is to specifically use both high-tech and high-touch approaches to reach a broad segment of the Alameda community. Early in the process, we will prepare a postcard that can be handed out and mailed to members of the business community as well as residents. We will also develop a series of social media platforms to engage people in a digital conversation regarding the project. These tasks will be followed by a series of larger Community Workshops and a workshop “Toolkit” that will allow the City to engage the community through informative, engaging and fun activities. Lastly, MIG will analyze and summarize all community input in a succinct and highly-visual Community Engagement Summary that will be presented to the Ad Hoc Committee. The following is more detail on each specific community engagement subtask.

Task 3.1: Project Postcards

MIG will prepare two highly visual postcards that will be used to promote the project, solicit input, and advertise the community workshops. The postcards will be 4 inches x 5 inches, double-sided pieces designed to drive participation in the project. The postcards will be utilized as handouts and can also be mass-mailed to residents and businesses throughout Alameda. The budget assumes that the City would be responsible for printing and mailing the postcards. MIG will provide high-resolutions PDF and TIFF files for each postcard to the City.

Task 3.2: Social Media Program

MIG, in close coordination with Strategic Economics and City Staff, will identify key social media platforms that can be used to share project messaging and promote outreach activities. MIG will recommend a social media strategy that establishes and leverages pre-segmented social media audiences by demographics and/or interests. The strategy will include publishing posts to either established City of Alameda social media accounts or new social media accounts (e.g., Facebook and/or Twitter). MIG will be responsible for setting up the social media accounts, preparing and uploading text and images, and reviewing/approving community posts.

Task 3.3: Community Workshops (2)

The SE Team will prepare materials for and facilitate two Community Visioning Workshops to support the Economic Development Strategic Plan process. These workshops will include business community leaders, the business community in general, the Chamber of Commerce, other civic leaders and the broader Alameda community. The agenda for these workshops will be developed in coordination with the Project Team, but will likely include: an update on the project; summary of materials produced to date; a survey component (that can be made digital and posted on social media as well); and an interactive facilitated discussion – including keypad polling if appropriate – to refine an overall vision and develop specific economic goals for the City. The SE Team will be responsible for developing workshop content, printing handout materials and facilitating each workshop. MIG will provide one facilitator and one graphic recorder for each

workshop. City Staff will be responsible for securing workshop locations, printing and mailing announcements, and providing refreshments.

Task 3.4: Community Engagement Summary

Following the Community Workshops, MIG will prepare a succinct and highly-visual summary report that contains all input received from the social media platforms, two Community Workshops and Toolkit workshops. The report will be prepared using PowerPoint and formatted for easy viewing online or on a mobile device, and presentation to the Ad Hoc Committee. MIG will prepare an administrative draft report for City and consultant team review and comments, and then prepare one final version that reflects combined team input. This task also includes MIG attending one meeting with the Ad Hoc Committee to present the findings from the Community Engagement Summary.

Meetings

- Community Workshop #1
- Community Workshop #2
- Presentation of the Community Engagement Summary findings to the EDSP Ad Hoc Committee

Deliverables

- Community Engagement Process Diagram (InDesign/PDF)
- Postcards (InDesign/PDF)
- Workshop Agendas, Comment Cards and Presentations (InDesign/PowerPoint/PDF/100 hard copies per workshop)
- Workshop Wallgraphic Recordings (hand drawn/JPEG)
- Community Engagement Summary (PowerPoint/PDF)

Task 4: Draft Economic Development Strategic Plan and Implementation Plan

The SE Team will incorporate the results of the background report and community workshops into an initial document framework for review by City Staff. Based on feedback from staff, SE will prepare an Administrative Draft of the Economic Development Strategic Plan. The plan will describe the economic context, existing conditions, and future changes necessary to maintain Alameda's competitive advantage in creating, supporting and attracting businesses, diversifying the local economy, and maintaining fiscal health. The Implementation Plan will identify specific actions, a lead organization or department, potential funding sources supporting agencies and partners, and time frames.

Within 21 calendar days of receiving a single integrated set of comments from city staff, the SE Team will deliver a revised Draft EDSP to be presented to the community and City Council.

Meetings

- As needed, attend up to three separate meetings of the EDSP Ad Hoc Committee to present and/or review changes to the Administrative Draft of the EDSP.
- Presentation of the Administrative Draft of the EDSP to City Council and the Planning Board

Deliverables

- Administrative Draft of the EDSP and Implementation Plan
- PowerPoint presentation of the Administrative Draft of the EDSP and Implementation Plan
- Revised Draft of the EDSP and Implementation Plan

Task 5: Staff Meetings and Communication

The SE Team will participate in bi-weekly conference calls with relevant staff, and regularly scheduled in-person meetings on an as-needed basis. The SE team will work with staff on an on-going basis to gather information and contacts, discuss deliverables and schedules, and address key issues or questions as they arise.

Meetings

- Bi-weekly conference calls with City Staff
- In-person meetings on an as-needed basis

Task 6: Final EDSP and Implementation Plan

The SE Team will incorporate the input from Planning Board, City Council, EDSP Ad Hoc Committee and community members to deliver a final Economic Development Strategic Plan and Implementation Plan.

Meetings

- Presentation of the final EDSP to City Council and the Planning Board

Deliverables

- PowerPoint presentation of the Final EDSP and Implementation Plan
- Final EDSP and Implementation Plan

Total Project Budget

City of Alameda Economic Development Strategic Plan

Tasks	Strategic Economics Total		MIG Total		Total Project Budget	
	Hours	Cost	Hours	Cost	Hours	Cost
Task 1 Review Documents and Attend Kick Off Meeting	42	\$7,090	8	\$1,080	50	\$8,170
1.1 Project Initiation, Kick-off Meeting and Site Visit	32	\$5,690	8	\$1,080	40	\$6,770
1.2 Review Background Documents	10	\$1,400	0	\$0	10	\$1,400
Task 2 Citywide Economic and Demographic Analysis	504	\$68,610	0	\$0	504	\$68,610
2.1 Review of Existing Data	6	\$820	0	\$0	6	\$820
2.2 Business Sector and Consumer Demand Analysis	238	\$30,140	0	\$0	238	\$30,140
2.3 Research Tourism and Visitor Destinations	88	\$11,730	0	\$0	88	\$11,730
2.4 Stakeholder Focus Groups	70	\$10,390	0	\$0	70	\$10,390
2.5 SWOT Analysis	34	\$4,920	0	\$0	34	\$4,920
2.6 ED Background Report	68	\$10,610	0	\$0	68	\$10,610
Task 3 Community Engagement	48	\$7,920	193	\$19,645	241	\$27,565
3.1 Project Postcards	0	0	19	1,665	19	\$1,665
3.2 Social Media Program	0	0	41	3,725	41	\$3,725
3.3 Community Workshops (2)	48	\$7,920	110	\$11,790	158	\$19,710
3.4 Community Engagement Summary	0	0	23	2,465	23	\$2,465
Task 4 Draft Plan	142	\$22,510	0	\$0	142	\$22,510
Task 5 Staff Meetings and Communication	36	\$6,330	26	\$3,160	62	\$9,490
Task 6 Final Plan	66	\$10,740	0	\$0	66	\$10,740
Task Subtotals	838	\$123,200	227	\$24,885	1,065	\$147,085
Expenses		0		\$1,000		\$1,000
			Total Budget		\$148,085	

Proposed Project Schedule*

City of Alameda Economic Development Strategic Plan

Task	Description	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
		Week 1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1	Review Documents and Attend Kick Off Meeting	M1	M2&3	D1																					
Task 2	Citywide Economic and Demographic Analysis																								
2.1	Review of Existing Data																								
2.2	Business Sector and Consumer Demand Analysis																								
2.3	Research Tourism and Visitor Destinations																								
2.4	Stakeholder focus Groups																								
2.5	SWOT Analysis																								
2.6	ED Background Report																								
Task 3	Community Engagement																								
Task 4	Draft Plan																								
Task 5	Staff Meetings and Communication																								
Task 6	Final Plan																								

*The schedule is subject to change, depending on timing of key meetings.

Meetings

- M1 City Council Meeting - Contract Approval
- M2 Staff Kick off
- M3 Ad Hoc Committee Kick off
- M4 Stakeholder Focus Groups
- M5 Presentation of Administrative Background Report to City Staff
- M6 Presentation of Administrative Background Report to EDSP Ad Hoc Committee
- M7 Up to three separate meetings of the Ad Hoc Committee
- M8 Presentation of draft EDSP to City Council
- M9 Presentation of draft EDSP to Planning Board
- M10 Presentation of Final Plan to City Council
- M11 Presentation of Final Plan to Planning Board

Deliverables

- D1 Approach Memo, Finalized Scope, Budget and Schedule
- D2 Business Sector and Consumer Demand Analysis Memo
- D3 Tourism and Visitor Destination Memo
- D4 Stakeholder Focus Group Memo
- D5 SWOT Analysis Memo
- D6 Admin Draft Background Report
- D7 Final Background Report
- D8 Community Engagement Summary
- D9 Admin Draft of the EDSP
- D10 Revised Draft of the EDSP
- D11 Final Draft of the EDSP

Community Workshops

- CW1 Community Workshop #1
- CW2 Community Workshop #2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Alameda
Attn: Catherine Bernal
2263 Santa Clara Ave., Room 120
Alameda, CA 94501

CITY OF ALAMEDA
Risk Management

Date 6-1-16
Lucretia Akil, City Risk Manager

PROJECT/LOCATION OF COVERED OPERATIONS:

Re: All operations of the named insured - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers.

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 01/30/2016	
Named Insured Strategic Economics, Inc.	Countersigned by <i>Michelle Cis</i>

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

Re: All operations of the named insured - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CITY OF ALAMEDA
Risk Management

Lucretia Akil
Date: 6-1-16
Lucretia Akil, City Risk Manager

Strategic Economics, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB4392T30815

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

Job Description:

City of Alameda
Attn: Catherine Bernal
2263 Santa Clara Ave., Room 120
Alameda, CA 94501

CITY OF ALAMEDA
Risk Management

Date 6-1-16
Lucretia Akil, City Risk Manager

DATE OF ISSUE: 01/30/2016