

**CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 2, 2021**

**DOCUMENTS RECEIVED  
AFTER PUBLISHED AGENDA**

# **AGENDA QUESTIONS & ANSWERS**

**Items 1, 3, & 5**

**AGENDA QUESTIONS & ANSWERS**

**MEETING DATE: February 2, 2021**

**Item #1 : [CONS 21-011](#) Adopt a Resolution Authorizing the City Manager to Amend the Agreement with OpenGov, Inc. in an Amount Not to Exceed \$294,654 for Financial Reporting and Budgeting Services**

Any other bids/software reviewed?

Not at this time; however, when the City implemented OpenGov's budgeting solution for the operating budget in 2018, we considered other potential vendors and received bids. OpenGov has provided very static pricing and when staff has received other offers from potential vendors cold calling the City, the pricing for similar solutions is comparable.

**Item #3: [CONS 21-071](#) Adopt a Resolution Authorizing the City Manager to Approve the Sole Source Purchase of Self-Contained Breathing Apparatuses, and Execute a Three-year Lease Agreement with L.N. Curtis and Sons in an Amount Not to Exceed \$1,116,606**

Any other bids/software reviewed?

The staff report outlines the detailed rationale for the sole source purchase request, namely reliability of the equipment and interoperability with other fire departments.

Is there a document referring to how the CIP Process look like? Not expecting in the staff report just curious.

Staff can respond to this question at the meeting or offline if necessary.

Are we trying to save money on 5% interest by paying early? Is it feasible with our budget realities?

If we pay the lease early, we would not have to pay interest. However, given the City's current budget challenges, it was not feasible to expend all the funds in one fiscal year so staff negotiated the lease agreement. Manufacturing cost increases are expected to surpass the interest being paid over the next three years (7% increase per year vs 5% interest rate).

Regarding the SCBA purchase for the Fire Department, please clarify the recommendation for a 5% interest rate for this purchase. In the current market, is there a lower cost option?

The purchase price for these breathing apparatus was quoted and locked in last November when we were made aware of a considerable manufacturing price increase that would occur at the first of the year. The most recent cost increases are about 7% higher than the price we locked in last year. The manufacturer is not providing the lease agreement, but rather our vendor is carrying the note, and that is the interest rate they received on the open market. HFD has been planning for and saving for this purchase for years, but we accelerated the purchase to save money in the long run.

Also, in the lease agreement (attachment III, page 25 of 88 of the packet), Item 13 Insurance - Not sure I understand insuring the equipment against fire?

The City is agreeing to lease this equipment but after making 3 total payments of \$1,116,604.11, the Equipment is owned by the City (the last payment is due 2/1/23).

"Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, and other such risks as are appropriate. Upon request by Lessor, Lessee shall provide proof of such insurance."

Until the payment is made in full, the Lease is requiring the City (as Lessee) to maintain insurance on the Equipment to protect against loss due to fire, theft and other risks. Should something happen to the Equipment, which is owned by LN Curtis & Sons until 2/1/23, the City's insurance would cover the loss. If the equipment burns because of our negligence or is stolen, the City is required to finish paying the entire lease agreement for all devices. This is

	<p>why Paragraph 13 is in the Lease. The devices are covered by the manufacturer during their normal operational use in a fire response and/or if there is a device failure.</p>
<p><b>Item #5: <a href="#">PH 21-001</a> OHHA Prop. 218 Hearing: Proposition 218 Public Hearing to Receive and Tabulate Property Owner Ballots Regarding Formation and Levying of Assessments for the Old Highlands Area (OHHA) Road Improvement Assessment District, Adopt a Resolution Establishing the Old Highlands Area Road Improvement Assessment District, Approve the Final Engineer’s Report, and Order Levy and Collection of Assessments for Fiscal Year 2022 (Report from Public Works Director Ameri)</b></p>	
<p>Staff report shows \$655.50 supporting documentation shows \$665.50</p>	<p>The \$655.50 in the staff report was a typo. The correct amount is \$665.50.</p>

## **ITEM 5: PH 21-001**

**OHHA Prop. 218 Hearing: Proposition 218  
Public Hearing to Receive and Tabulate  
Property Owner Ballots Regarding Formation  
and Levying of Assessments for the Old  
Highlands Area (OHHA) Road Improvement  
Assessment District, Adopt a Resolution  
Establishing the Old Highlands Area Road  
Improvement Assessment District, Approve the  
Final Engineer's Report, and Order Levy and  
Collection of Assessments for Fiscal Year 2022  
(Report from Public Works Director Ameri)**

**PUBLIC COMMENTS**

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**From:**  
**Sent:** Tuesday, February 2, 2021 1:53 PM  
**To:** List-Mayor-Council  
**Subject:** Agenda Item 5 (PH 21-001) Old Highlands Area Road Improvement Assessment District - Council Mtg 2021-02-02

**CAUTION:**This is an external email. Do not click on links or open attachments unless you know the content is safe.

Members of the Hayward City Council

I am a property owner within the proposed Assessment District. I received a packet of information regarding the proposed formation of this Assessment District which included an official Ballot and a document titled "Procedures for Assessment Ballot Proceedings."

On both of these documents, it specifically states *"The ballot must be returned to the City Clerk of Hayward either by mail or in person to: Office of the City Clerk, 777 B Street, Hayward, CA 94541, Attn: Old Highlands Area Road Improvement Assessment District"*.

The official Ballot itself states for delivery by mail *"If by mail, fold and insert the ballot in the enclosed self-addressed stamped envelope, seal the envelope, and deposit in the U.S. mail."* It also states, *"This ballot will not be opened by the City until tabulation."*

The Ballot Proceedings document also states *"This ballot shall comply with Government Code Sections 53753(b) and (c). The ballot shall be designed in such a way that, once sealed, its contents are concealed."*

The packet of information I received also contained a stamped pre-printed envelope addressed to *"City of Hayward, Engineering & Transportation Division, 777 B Street, Hayward, CA 94541-5007"*. There was no indication on the pre-printed envelope that this was for the ballot measure.

Submission of a ballot by USPS mail using the pre-printed envelope supplied as indicated above, would not be in compliance with the requirements for mail delivery as stated above. In such a case, would these submitted ballots be disqualified, or still be considered valid?

Thank you for your deliberation on this matter.

Sincerely,

PS: Please keep my email address and name confidential if possible. Thanks

## **ITEM 6: LB 21-003**

**Negotiations Guiding Principles: Adopt a Resolution Approving the Policy/Goal Statements for Contract Negotiations as the Guiding Principles Document for 2021 Negotiations Between the City of Hayward and HAME, SEIU Local 1021 Maintenance and Clerical Units, and IFPTE Local 21 (Report from Finance Director Claussen)**

**PUBLIC COMMENTS**

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**From:** Gabriel Haaland  
**Sent:** Tuesday, February 2, 2021 1:57 PM  
**To:** Barbara Halliday; Sara Lamnin; Elisa Marquez; Aisha Wahab; Francisco Zermeno; Mark Salinas; Angela Andrews; Kelly McAdoo  
**Cc:** List-Mayor-Council  
**Subject:** 2021 Labor Negotiations - Kickoff Letter  
**Attachments:** City\_of\_Hayward\_Guiding\_Principles.pdf

**CAUTION:**This is an external email. Do not click on links or open attachments unless you know the content is safe.

Dear Mayor and City Council,

Please see attached letter from the attorneys for SEIU 1021 regarding Resolution LB 21-003 regarding negotiations.

Our lawyers are writing to express their belief that the resolution violates the Meyers-Milias-Brown Act. Our law firm urges you to decline supporting this legislation. SEIU 1021 also urges you to decline supporting this resolution.

We look forward to participating with the City in a meet and confer process. Please call me if you have any questions.

All the best,  
Gabriel Haaland



February 2, 2021

VIA EMAIL ATTACHMENT - List-Mayor-Council@hayward-ca.gov

STEWART WEINBERG  
DAVID A. ROSENFELD  
WILLIAM A. SOKOL  
ANTONIO RUIZ  
MATTHEW J. GAUGER  
ASHLEY K. IKEDA  
LINDA BALDWIN JONES  
PATRICIA A. DAVIS  
ALAN G. CROWLEY  
KRISTINA L. HILLMAN  
BRUCE A. HARLAND  
CONCEPCIÓN E. LOZANO-BATISTA  
CAREN P. SENCER  
ANNE I. YEN  
KRISTINA M. ZINNEN  
JANNAH V. MANANSALA  
MANUEL A. BOIGUES  
KERIANNE R. STEELE  
GARY P. PROVENCHER  
EZEKIEL D. GARDNER  
LISL R. SOTO  
JOLENE KRAMER  
ALEJANDRO DELGADO  
CAITLIN E. GRAY  
TIFFANY L. CRAIN  
XOCHITL A. LOPEZ

Mayor Barbara Halliday  
City of Hayward  
777 B Street  
Hayward, California 94541

City Council Members  
City of Hayward  
777 B Street  
Hayward, California 94541

**Re: Proposed Resolution LB 21-003 Regarding Negotiations**

Dear Mayor Halliday and Fellow Councilmembers:

We are attorneys for the Service Employees International Union, Local 1021 (“SEIU Local 1021”), which is the exclusive representative of numerous employees in City of Hayward (“City”) bargaining units. We write this letter at the request of our client.

We have reviewed Agenda Item 6, Legislative Business: LB 21-003, which is on the February 2, 2021 City Council Agenda. The proposed resolution, prepared by staff members of the Human Resources Department, seeks to formalize City Council’s purported overarching philosophy and goals for labor negotiations and its collective philosophy for employee relations and working conditions. The principles expressed in LB 21-003 are allegedly the product of thorough discussions and vetting by the City Council and unidentified members of City “staff.”

LB 21-003 likely violates the Meyers-Milias-Brown Act (“MMBA”) in several ways. First, LB 21-003 is evidence that the City Council and its Human Relations Department have pre-ordained the City’s bargaining stance for the 2021 negotiations, even before the negotiations have commenced. This is contrary to the City’s obligation under the MMBA to bargain in good faith and endeavor to reach agreement with the exclusive representatives. Second, the City has an obligation to give prior notice to the exclusive representatives and opportunity to bargain before adopting legislation such as LB 21-003. The subject matter of LB 21-003 directly relates to wages, hours and other terms and conditions of employment, which are mandatory subjects of negotiations under the MMBA. LB 21-003 is analogous to a Civic Openness in Negotiations (COIN) ordinance. PERB has held that the governing body must negotiate with exclusive representatives before adopting a COIN ordinance. (*Orange County Employees Association* (2018) PERB Decision No. 2594-M, citing Government Code sections 3503, 3505, and 3507.) The City did not provide prior notice or opportunity to bargain to SEIU Local 1021. Instead, on January 28, 2021, the City’s Human Resources Department notified SEIU Local 1021 of LB 21-003 for the first time. It merely informed SEIU Local 1021 of this proposed agenda item, and did not offer to bargain over it. Third, the staff report relating to this agenda item indicates that the City’s Human Resources Department shared the

DAVID W.M. FUJIMOTO  
ALEXANDER S. NAZAROV  
THOMAS GOTTHEIL (1986-2019)  
JERRY P.S. CHANG  
ANDREA C. MATSUOKA  
KATHARINE R. McDONAGH  
BENJAMIN J. FUCHS  
CHRISTINA L. ADAMS  
WILLIAM T. HANLEY  
ABEL RODRIGUEZ  
ANDREW D. WEAVER  
COREY T. KNISS  
BISMA SHAHBAZ  
SEAN W. McDONALD

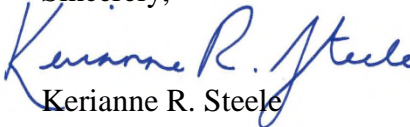
**OF COUNSEL**

ROBERTA D. PERKINS  
NINA FENDEL  
ROBERT E. SZYKOWNY  
ANDREA K. DON  
LORI K. AQUINO

• Admitted in Hawaii  
• Also admitted in Nevada  
• Also admitted in Illinois  
▶ Also admitted in New York and Alaska  
• Also admitted in Minnesota  
▶ Admitted in Nevada and Washington

“draft Guiding Principles document [with] employees.” This is an admission of direct dealing by the City with SEIU Local 1021-represented employees regarding mandatory subjects of bargaining.

On behalf of our client, we encourage the City Council to decline to adopt LB 21-003, and to instead direct its Human Resources Department to meet and confer with all City exclusive representatives before bringing the item back to the City Council for a vote.

Sincerely,  
  
Kerianne R. Steele

KRS:sm  
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