



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, May 24, 2018

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the City Council meeting of May 10, 2018.
(MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Proclaiming June 23 - 24, 2018 as Relay for Life Tri-City F.U.N. Weekend.
(PROCLAMATION)**
- C.2 Proclaiming June as Celebrating Business Month in Newark.
(PROCLAMATION)**
- C.3 Presentation of Awards for Students, Teacher, and Classified Employee
of the Year.
(PRESENTATION)**

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.2 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

F.1 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 21 and 22, 2018 – from Police Sergeant Simon and Assistant Engineer Carmen. (MOTION)

F.2 Authorizing the City Manager to sign an agreement with VIEVU, LLC for Police Department Body Camera replacement and cloud storage – from Police Chief Carroll. (RESOLUTION)

NONCONSENT

F.3 Direction to file Annual Reports and intention to order improvements for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 and setting June 28, 2018 for the public hearing – from Public Works Director Fajeau. (RESOLUTIONS-2)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of May 24, 2018. (MOTION)

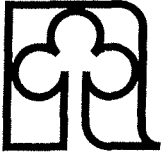
M. CLOSED SESSION

- M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Carlos Olivarez v. City of Newark, et. Al Workers Compensation Appeals Board, Claim # ADJ#8406135* – from City Attorney Benoun and Human Resources Director Abe.**

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

AGENDA

Thursday, May 24, 2018

CITY COUNCIL:

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

CITY STAFF:

John Becker
City Manager

Terrence Grindall
Assistant City Manager

Susie Woodstock
Administrative Services Director

Sandy Abe
Human Resources Director

Soren Fajeau
Public Works Director

Michael Carroll
Police Chief

David Zehnder
Recreation and Community
Services Director

David J. Benoun
City Attorney

Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

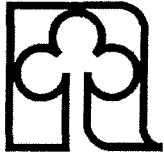
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|-------------------------------------|------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | K. ORAL COMMUNICATIONS |
| D. WRITTEN COMMUNICATIONS | L. APPROPRIATIONS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

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item not on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



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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

Minutes

Thursday, May 10, 2018

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:33 p.m. Present were Council Members Collazo, Freitas, and Vice Mayor Hannon. Council Member Bucci was noted absent.

B. MINUTES

B.1 Approval of Minutes of the City Council meetings of April 19 and April 26 2018. **MOTION APPROVED**

Vice Mayor Hannon moved, Council Member Collazo seconded, to approve the minutes. The motion passed, 4 AYES, 1 ABSENT.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Proclaiming May 20-26, 2018, as National Public Works Week.

Mayor Nagy presented the proclamation to Maintenance Superintendent Costa.

C.2 Proclaiming May 20-26, 2018, as National Emergency Medical Services Week.

Mayor Nagy presented the proclamation to Alameda County Fire Department Division Chief Nishimoto.

C.3 Proclaiming May 13-19, 2018, as National Police Week.

Mayor Nagy presented the proclamation to Police Chief Carroll, Police Explorer Curtsinger, and Police Explorer Arteaga.

D. WRITTEN COMMUNICATIONS

D.1 Design Review of four new advanced manufacturing buildings at 7380 Morton Avenue, location of the former Morton Salt Plant.

RESOLUTION NO. 10778

Assistant City Manager Grindall stated that Newark Industrial Partners proposes four new advanced manufacturing buildings located at 7380 Morton Avenue. The 29.89-acre project site will be reconfigured into four lots as follows:

Building 1 will be 161,680 square feet on a 7.71-acre lot with 183 parking spaces. Building 2 will be 141,275 square feet on a 6.18-acre with 159 parking spaces. Building 3 will be 76,162 square feet on a 4.85-acre lot with 138 parking spaces. Building 4 will be 225,679 square feet on a 11.15-acre lot with 254 parking spaces.

Assistant City Manager Grindall stated that this project is only subject to design review and is considered ministerial. The project is allowed by right in the zoning district and is exempt from the California Environmental Quality Act (CEQA). This project will create up to 500 jobs and generate impact fees of over \$2 million.

Assistant City Manager Grindall stated that City received two letters from law firms (Holland & Knight, Adams Broadwell Joseph & Cardozo) this afternoon claiming the project was discretionary and requested CEQA review. He stated that staff has reviewed the letters and concluded that there is no merit to their assertion.

Timur Tecimer, project applicant, presented a marketing video of the proposed project. He stated that he cannot disclose the names of the companies that are interested in the site at this time. He stated that he agreed with the staff report and the resolution.

Paula Kirlin, Holland & Knight CEQA and land use counsel for the applicant, stated that she reviewed the letters that were submitted today. She supported the City position that this is a ministerial review and this was not a Cortese List site.

Collin McCarthy, Adams Broadwell Joseph & Cardozo, stated that he represented Newark Residents for Responsible Development. He said that this project is a discretionary approval subject to the requirements of CEQA. He requested that the City Council not approve the project and follow the CEQA process.

David Lanferman, Rutan & Tucker, LLP, outside legal counsel for the City stated that he reviewed this matter for the City and found the staff report to be accurate in claiming the statutory exemption to CEQA.

Jonathan Weissglass, Lozeau Drury, LLP, stated that he represented the Laborers International Union and referenced the letter they submitted this afternoon. He outlined the reasons that they believed made this a project subject to CEQA.

City Attorney Benoun reiterated the City's position that this project was not subject to CEQA.

Vice Mayor Hannon moved, Council Member Collazo seconded to, by resolution, approved DR-18-4, a Design Review for four new advanced manufacturing buildings

located at 7380 Morton Avenue, the former Morton Salt Plant. The motion passed, 4 AYES, 1 ABSENT.

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

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

CONSENT

- F.1 Authorization for the Mayor to sign an agreement with the *Tri-City Voice* for legal advertising services for Fiscal Year 2018-2019.**
RESOLUTION NO. 10779
CONTRACT NO. 18008
- F.2 Acceptance of work with SpenCon Construction, Inc. for 2018 Citywide Accessible Pedestrian Curb Ramps, Project 1167** RESOLUTION NO. 10780
- F.3 Acceptance of work with G. Bortolotto & Company, Inc. for the 2017 Asphalt Concrete Street Overlay Program, Project 1141.**
RESOLUTION NO. 10781
- F.4 Authorization for the City Manager to sign Task Order No. 1 with St. Francis Electric, LLC, for additional traffic signal and street light maintenance services.**
RESOLUTION NO. 10782
CONTRACT NO. 17027

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

The City Council wished everyone a Happy Mother's Day.

Council Member Collazo complimented the Police Department Explorer Program. She noted that today is Mother's Day in Mexico. She encouraged everyone to shop at NewPark Mall for Mother's Day gifts.

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

K. ORAL COMMUNICATIONS

Mr. Chilukura asked when the Birch Grove Park tennis courts would be resurfaced. He referenced his letter sent to the City approximately 18 months ago with the same request.

City Manager Becker stated that the project is proposed for funding in the next Biennial Budget and would likely occur in 2019. He confirmed receipt of the letter, however, it was received after the budget was prepared.

Mr. Chilukura requested that the tennis court include markings on the surface for youth players.

Greg Lemos stated his concern with the delay of the implementation of the ADA ramps at Birch Street and Smith Avenue. He stated that the Alameda County Water District and the State of California are looking to raise rates and encouraged the public to pay attention.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of May 10, 2018. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 114260 to 114398.

Council Member Freitas moved, Vice Mayor Hannon seconded, to approve the Register of Audited Demands. The motion passed, 4 AYES, 1 ABSENT.

M. CLOSED SESSIONS

- M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Timothy Jones v. City of Newark*, Workers Compensation Appeals Board, Claim #**

160300120 – from City Attorney Benoun and Human Resources Director Abe.

M.2 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Hamilton v. City of Newark*, Alameda County Superior Court, Case No. RG17867662 – from City Attorney Benoun.

At 8:29 p.m. the City Council recessed to closed session.

At 8:38 p.m. the City Council convened in closed session.

At 8:59 p.m. the City Council reconvened in open session with all Council Members present (Council Member Bucci absent).

City Attorney Benoun stated that for item M.1, no reportable action was taken by the City Council because final approval rests with some other party to the litigation or with the court; therefore, no action can be reported at this time. If settlement becomes final, then the City will disclose the action that was taken upon inquiry by any person.

City Attorney Benoun stated that for item M.2, the City Council, on a 4-0 vote with Council Member Bucci absent, authorized and directed City staff to enter into a settlement agreement with Plaintiff that would require the City to pay Plaintiff \$240,000 in exchange for a dismissal with prejudice and release of any and all claims in connection with a tree failure that occurred at Birch Grove Park on July 14, 2016, at or around 6:15 p.m.

N. ADJOURNMENT

At 8:59 p.m. Vice Mayor Hannon moved, Council Member Collazo seconded, to adjourn the City Council meeting. The motion passed, 4 AYES, 1 ABSENT.

**C.1 Proclaiming June 23 - 24, 2018 as Relay for Life Tri-City F.U.N. Weekend.
(PROCLAMATION)**

Background/Discussion – Relay for Life events from the cities of Newark, Union City, and Fremont have merged into Tri-City F.U.N. This year’s event will take place the weekend of June 23-24, 2018 at Newark Community Park. A proclamation will be presented at the City Council meeting to the event organizers.

C.2 Proclaiming June as Celebrating Business Month in Newark. (PROCLAMATION)

Background/Discussion – June is Celebrating Business Month in the City of Newark. Chamber President/CEO Valerie Boyle and members of the Newark Chamber of Commerce will accept the proclamation at the meeting.

C.3 Presentation of Awards for Students, Teacher, and Classified Employee of the Year. (PRESENTATION)

Background/Discussion – The Newark Unified School District has selected a Student of the Year from each of our local schools. The District has selected a Teacher and Classified Employee of the Year. The Newark Rotary Club will present each individual with a certificate.

F.1 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 21 and 22, 2018 – from Police Sergeant Simon and Assistant Engineer Carmen. (MOTION)

Background/Discussion – The Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) has requested that the City approve and provide traffic control for two events associated with the 2018 Holy Ghost Festival:

- Small Parade, Saturday, July 21, from 1:00 p.m. – 3:00 p.m. The parade will exit the Newark Pavilion onto Cherry Street, to Plummer Avenue, to Galletta Drive, back to Plummer Avenue, to Cherry Street, and return to the Pavilion.
- Traditional Annual Parade, Sunday, July 22, from 10:45 a.m. – 2:30 p.m. The parade will exit the Newark Pavilion onto Thornton Avenue, proceed to St. Edwards Church, and return to the Pavilion.

Issuance of an Encroachment Permit is necessary for these events to be held within the public street right-of-way. As a condition of issuance of this permit, Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) will conform to the City’s insurance requirements and will deposit sufficient funds for the cost of Police and Maintenance personnel and equipment to provide traffic control for these events.

Attachment - None

Action - It is recommended that the City Council, by motion, approve the events within the public right-of-way, authorize issuance of an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) organization, and provide traffic control for the annual Holy Ghost Festival on July 21 and 22, 2018.

F.2 Authorizing the City Manager to sign an agreement with VIEVU, LLC for Police Department Body Camera replacement and cloud storage – from Police Chief Carroll. (RESOLUTION)

Background – In 2013, the City Council approved the purchase of body-worn camera (BWC) devices and a standalone storage solution from VIEVU, LLC (“VIEVU”). The goal of the purchase was to provide a tool for institutional transparency, encouraging professional conduct, and offering additional evidence both in completing a crime report and in investigating complaints of police misconduct. Body-Worn cameras are for the benefit of all parties; supporting accusations of poor performance, unlawful behavior, misconduct while also protecting officers from false allegations. The use of video technology is becoming increasingly important to police work and communities who both seek better accountability and transparency.

A standalone storage solution was implemented in 2013 as Cloud storage was a relatively new concept, was very expensive, and not widely tested for the needed data security requirements of law enforcement.

Police Department staff recommends upgrading the current inventory of body-worn cameras to those with more efficient distribution capabilities. The improved body-worn cameras will provide a Cloud storage solution, configurable field-of-view, auto-activation and up to 3 minutes of “pre-event recording.”

Cloud storage for the large data files created by body-worn cameras has now been through rigorous security testing and has become more affordable as part of an overall body-worn camera program component. VIEVU offers Cloud storage through the federally compliant Microsoft AZURE software solution that meets the Police Department’s needs.

The configurable field-of-view refers to the adjustable angle field of view during recording. The Police Department can choose a 70, 95 or 120-degree angle view depending on the tactical situation. VIEVU advised the preferred view is 95 degrees as it provides the best depth and overall picture quality. VIEVU allows the camera to zoom out to 120 degrees during a large event such as a parade. This will help when identifying issues in a large crowd. The disadvantage to the 120-degree setting is the loss of picture clarity. VIEVU advised the 70-degree setting allows for a narrower field of view for an event that requires close contact. The 70-degree setting can at times be too small and limited in what the camera captures. The 70-degree setting should only be used if there was a specific identify need. The view angle is configurable by City of Newark Information Technology staff only and must be selected prior to the camera being deployed by the officer.

Pre-event recording refers to the camera’s ability to record video only in a loop for up to 3-minutes which allows for capturing actions before user activation of full recording capabilities. The pre-event record is video only, no audio is captured. After speaking with our IT unit, VIEVU, and the officers who tested the cameras, found a 30-second pre-event record was optimal for capturing needed data, while still protecting privacy rights of officers and the public.

The L5 (BWC) is currently testing several different Auto-On options, such as when an officer activates emergency lights and siren, or when a rifle is unlocked from the rifle rack. The camera can be set to Auto-On when a patrol vehicle reaches a designated speed set by the agency. It is anticipated that this technology will be available and implemented by 2019.

VIEVU, LLC is currently working with Sunridge Systems (RIMS), the Police Department's current Computer Aided Dispatching and Records Management System to allow data captured on the L5 (BWC) to be downloaded and then migrated over and populated into the property section of RIMS. This will help save time when completing reports as well as remind officers that they have evidence that needs to be documented and accounted for.

A replacement of all body-worn cameras will provide the Police Department with the ability to provide all personnel with an individual camera. There will be a surplus of cameras to maintain operational capability when units need service, repair, or for events that require officers not typically assigned to field operations. The cameras have an average life-cycle of 36 to 48 months and will be cycled out and replaced at 30 months and again upon renewal of the contract at 60 months without charge, per the terms of the proposed Agreement. This will allow officers to have the most current (BWC) technology available.

In addition to the purchase of new cameras, staff recommends obtaining VIEVU's Solution Services to provide camera data management tools and offsite Cloud storage from its web-based application. This service will enable the Police Department to streamline responses for body-worn camera file requests by eliminating the need to reproduce DVD copies of files; rather, the application can generate secure share sites and links directly to recipients, such as the District Attorney. The software has a robust tracking and auditing feature controlled by the Police Department on a user-specific basis to prevent any fraudulent or unauthorized access to this investigative data.

It is because of all of these innovations that staff found the Viewu L5 (BWC) the best camera for the Police Department and recommends entering into a five-year "VIEVU Solution Premium Services Agreement" with VIEVU, LLC. The agreement includes 65 LE5 model cameras and ancillary equipment, maintenance, support, a refresh of equipment at 30 months, accompanying web-based software application provided on a "Software as a Service" basis, with 32.5 Terabytes (TB) of shared cloud-based storage space.

While other vendors have somewhat similar functionality, the software, storage, accessibility, and functionality remain the determining factors in selecting the vendor that best meets the needs of police department's body-worn camera program. There is also a significant challenge to consider on changing the current device and manufacturer - which is how to maintain and access the critical data files already created.

COMPETITIVE BIDDING PROCESS AND EVALUTION

The Santa Cruz County Sheriff's Department conducted a Request for Proposal (RFP) for new body-worn cameras in 2016. Upon completion of the formal selection process, the County of Santa Cruz entered into a contract with Viewu, LLC to purchase 154 Body Worn Cameras.

The competitive open bid process used by the Santa Cruz County Sheriff's Department was reviewed by the Police Department and found that it satisfies the City of Newark's requirements for its proposed Body Camera replacement. Further review by the City Purchasing Officer resulted in the authorization for the City to participate in an intergovernmental procurement for the purchase and installation of the Viewu Body Worn Camera system and Cloud Storage with its federally compliant Microsoft AZURE software. By using the inter-governmental procurement process, the City is assured of the competitive set prices established by the Santa Cruz County Sheriff's Department formal selection process.

During the evaluation process, Police Department Staff received a competitive bid from Viewu which was lower than the Santa Cruz Sheriff's Department formal bid.

Body-worn cameras are customized with meta-data making them individual to each officer to afford the highest possible efficiency while deployed. VIEVU model LE5 body-worn camera has a record time of 12 plus hours and provides adjustable fields of view of 70, 95, and 120-degree angles for different tactical situations. We found the VIEVU L5 (BWC) the best camera for our agency.

The purchase of 65 VIEVU LE5 body-worn cameras, ancillary equipment such as charging docks, and software subscription will be \$40.00 per month per camera or \$34,242.00 annually. The total charge for the five-year contract, including \$15,210.00 for sales tax, is \$171,210.00 The police department will use existing budgeted equipment replacement funds to cover the cost of the new body-worn cameras. Execution of this agreement will stabilize the costs of the body-worn camera program and allow for regular equipment updates without requiring one-time costs every few years. Additional savings will be achieved in reducing the amount of staff time currently dedicated to this program from Information Technology and the Evidence Section of the Police Department.

Attachment

Action - It is recommended that the City Council,, by resolution, authorize the City Manager to sign a five-year agreement between the City of Newark and VIEVU, LLC for equipment and services to upgrade and supply the Newark Police Department with body-worn cameras.

RESOLUTION NO.

RESOLUTION OF THE NEWARK CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO SIGN A FIVE-
YEAR AGREEMENT BETWEEN THE CITY OF NEWARK
AND VIEVU, LLC FOR EQUIPMENT AND SERVICES TO
UPGRADE AND SUPPLY THE NEWARK POLICE
DEPARTMENT WITH BODY-WORN CAMERAS

WHEREAS, on December 23, 2013, the City of Newark purchased 55 body-worn camera devices and a standalone storage solution from VIEVU, LLC, (“VIEVU”) for \$38,495.00, for use by the Newark Police Department; and

WHEREAS, the standalone storage system no longer meets the needs of the Police Department due to significant software deficiencies that are inconsistent with modern industry standards.

WHEREAS, VIEVU now offers a “VIEVU Solution Premium Services Agreement”, which includes the procurement of 65 LE5 model cameras and ancillary equipment, maintenance, support, a refresh of equipment at 30 months, and accompanying web-based software application provided on a “Software as a Service” basis, with 32.5 terabytes (TB) of cloud-based storage space. VIEVU’s cloud storage is provided through the federally compliant Microsoft AZURE software solution, and meets the Police Department’s needs and provides capacity for increased storage needs in the future; and

WHEREAS, following extensive research and evaluation of new technology, VIEVU was identified as the preferred vendor to offer a complete and integrated solution that meets the Police Department’s needs. VIEVU addresses the shortcomings of the Police Department’s current system and provides compatible enhanced software and hardware improvements, in that:

- Body-worn cameras will be customized with meta-data making them individual to each officer to afford the highest possible efficiency while deployed.
- It is critical to maintain a consistent body-worn camera specification to ensure all officers have the same type and level of recording capability, specifically with regard to pre-event recording.
- The VIEVU model LE5 body-worn camera has a battery life of 12 plus hours and provides adjustable fields of view of 70, 95, and 120-degree angles for different tactical situations.

WHEREAS, the purchase of the 65 LE5 VIEVU body-worn cameras, ancillary equipment, and software subscription, and a refresh of equipment at 30 months will cost \$40 per month per camera, or \$34,442 annually. The total charge, including \$15,210 for tax, for the five-year contract is \$171,210.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to sign a five-year “VIEVU Solution Premium Services Agreement” between the City of Newark and VIEVU, LLC, in the form attached hereto as Exhibit A and incorporated herein by reference, subject to final approval as to form by the City Attorney.



VIEVU Solution PREMIUM Services Agreement
(Cloud-Based Storage)

THIS VIEVU SOLUTION SERVICES AGREEMENT (THE "SOLUTION AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN VIEVU, LLC, A STATE OF WASHINGTON LIMITED LIABILITY COMPANY ("VIEVU"), WITH A PRINCIPAL PLACE OF BUSINESS LOCATED AT 645 ELLIOT AVE. W., SUITE #370, SEATTLE, WA 98119, AND THE CUSTOMER LISTED ON THE ORDER (THE "CUSTOMER"). CUSTOMER AND VIEVU ARE EACH A "PARTY," AND TOGETHER, THE "PARTIES" TO THIS SOLUTION AGREEMENT. CAPITALIZED TERMS NOT DEFINED IN THIS ORDER SHALL HAVE THE MEANINGS GIVEN THEM IN THE VIEVU SOLUTION STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN AND ATTACHED HERETO AS EXHIBIT A.

ORDER

Customer Name: Newark Police Department
(Full Legal Name of Customer)

Principal Place of Business: 37101 Newark Blvd., Newark, CA 94560
(Street Address)

1. **VIEVU Solution.** Pursuant to this Order form (the "Order"), VIEVU will provide to Customer: (a) the cameras listed below (the "Cameras"); (b) web-based software application provided on a "software as a service" (SaaS) basis used to facilitate the upload and management of audio, video and other files created by a Camera, or other file content (the "Solution Software"); and (c) Cloud Storage (as selected below) (collectively, Cameras, Solution Software, and Cloud Storage, the "VIEVU Solution"), in each case subject to the standard terms and conditions set forth on Exhibit A.
2. **Solution Fees.** Except where additional price or fee is noted in this Order, the VIEVU Solution will be provided at the aggregate amount in the monthly fee listed in the table below (the "Solution Fees").
3. **Cameras and Solution Software.** Customer is purchasing the following Cameras and Solution Software Licenses:

<u>Camera Description</u>	<u>Solution Software Licenses</u>	<u>Solution Fee</u> (per License per Month)
LE5	65	\$40

4. **Cloud Storage.** Included in the Solution Fee, Customer is purchasing the following Cloud Storage option(s):
 - a. Cloud Storage Limit Options:
 - 60 GB of Limited Storage per camera
 - 500GB of Limited Storage per camera
 - Unlimited Storage for VIEVU Standard Definition Video per camera license (subject to archival and retention limits)
 - Unlimited Storage for VIEVU High Definition Video per camera license (subject to archival and retention limits)
 - b. Storage Redundancy Options:
 - Locally-Redundant
 - Geo-Redundant
5. **Add-On Software, Hardware and/or Warranty Support.** In addition, Customer is purchasing the following add-on software, hardware and/or warranty support (the "Add-On Services") at the prices set forth below:
 - a. **Software Add-On Options:**
 - [Other Software Add-ons]: _____ Authorized Users @ \$_____ per Authorized User per month

b. Hardware Add-On Options:

Camera upgrades at 30 months & 60 months if contract is renewed for 3 or 5 years.

Upgrade to multi-docks every ____ months

CAS Holster Quantity: _____

Car Kit Quantity: _____

Cradle Quantity: _____

Standard Mounts Quantity: _____

[Other Hardware Add-ons] Quantity: _____

c. Warranty Period and Warranty Support Add-On Options:

i. Express, Limited Warranty Period

Initial Warranty Period: 90 days

Extended Warranty Period: Length of Contract

ii. Spares

On-site Spares - Quantity: 5

Total Add-On Services Fee – Monthly Total: \$0

6. Training and/or Implementation Services. In addition to the VIEVU Solution, Customer is purchasing the following training and/or implementation services (the "Services") at the prices listed in the Estimate, subject to Training and Implementation Services Agreement as executed by the Parties:

a. Implementation Services:

On-site and remote implementation support required for program (installation & set-up)

b. Training Services:

Remote Training required for core program (Administrator, IT and Train-the-Trainer Training)

On-site Training required for core program (Administrator, IT and Train-the-Trainer Training)

Total Training and/or Implementation Services \$0

7. Deployment Fee. Within thirty (30) days following the Effective Date (as defined below), Customer will pay a one-time deployment fee of \$199.00 per Camera, unless waived by VIEVU. Deployment Fee Waived: Yes or No

8. Term. The term of this Solution Agreement shall begin on the date that VIEVU provides Customer with access to the VIEVU Solution by VIEVU (the "Effective Date") and shall remain in effect for 60 months following the Effective Date (the "Initial Term").

9. Renewal Options. At Customer's election, this Solution Agreement may be renewed for three (3) successive three (3) year extensions. All pricing under these extensions, if optioned by City, shall remain the same or a lesser amount if agreed upon by the parties.

10. Termination Charge. If this Solution Agreement is terminated after the fifteenth day following the Effective Date, but prior to the end of the Initial Term, Customer agrees to pay an early termination charge in an amount equal to \$499 per Camera minus \$25 for each month Customer has paid the Subscription Fee paid (the "Termination Charges").

11. Estimate. Any VIEVU Estimate provided to Customer relating to the sale, purchase, price, delivery, use and support of VIEVU Solution, and other related services, shall be subject to the terms and conditions of this Solution Agreement, which shall supersede any other offer and, in the event of any conflict with the provisions of any Estimate or other verbal or written offer, the provision contained in this Solution Agreement shall control and govern.

12. **Order.** The terms of this Solution Agreement shall be incorporated into and be binding upon any estimate, quote, purchase order or delivery of Cameras and/or Solution Software that is signed, issued or accepted by Customer. Any additional or different terms set forth by Customer are expressly rejected and shall be void and without effect.

The Parties agree to the terms of this Solution Agreement, including the terms of this Order and Exhibits A attached hereto which are incorporated herein and made a part hereof. This Solution Agreement shall only be binding when executed by VIEVU, LLC.

VIEVU, LLC

CUSTOMER

Authorized Signature: _____

Authorized Signature: _____

Title: _____

Title: _____

1. RIGHTS TO THE VIEVU SOLUTION

1.1. **License Grant.** During the Term and subject to the terms and conditions of the Solution Agreement, VIEVU hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicenseable right and license to: (a) access and use, solely in object code form, VIEVU's proprietary software (the "Camera Software") solely to the extent installed on the Cameras; and (b) the right to display, access and use the Solution Software solely for Customer's internal operations and not for competitive purposes. As between the Parties, all Intellectual Property rights, distribution rights and all other proprietary rights to the VIEVU Solution remain solely with VIEVU.

upload, post, e-mail, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the network of VIEVU; and/or (d) to infringe any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party, or contribute to inducing or facilitating such infringement. VIEVU reserves the right to delete or remove any content that may violate a third party's copyright upon receipt of notice of such violation by the third party holder of said right. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated and used to gain access to the VIEVU Solution and Customer agrees to promptly notify VIEVU about any possible misuse of any logon or any security incident related to the VIEVU Solution.

1.2. **License Restrictions.** To the extent authorized by law, Customer will not and will not attempt to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the software used in the VIEVU Solution or in any Add-On Services; (b) provide, lease or lend the VIEVU Solution or any Add-On Services to any third party except as expressly authorized hereunder; (c) remove any proprietary notices or labels displayed on the VIEVU Solution, an Add-On Service or the Documentation; (d) create a derivative work of any part of the VIEVU Solution or any Add On Service; (e) use the VIEVU Solution or any Add-On Service for any unlawful purpose; or (f) create Internet "links" to or from the VIEVU Solution or any Add-On Service, or "frame" or "mirror" any of VIEVU's content which forms part of any Add-On Service or the VIEVU Solution. Customer may use the VIEVU Solution and the Add-On Services only for Customer's legitimate business purposes and in compliance with applicable laws and regulations, including without limitation laws and regulations applying to privacy and personal information. Customer is solely responsible for ensuring that only authorized personnel of Customer have access to the VIEVU Solution and the Add-On Services.

1.4. **Third Party Programs.** The Add-On Services are Third Party Programs. The third party owner, author or provider of such Third Party Programs retains all ownership and intellectual property rights in and to that content, and Customer's rights to use such Third Party Programs are subject to, and governed by, the terms applicable to such programs as specified by such third party owner, author or provider, unless otherwise specified on the Order.

1.3. **Use Restrictions.** Customer agrees that it will not and will not permit any Authorized User to use VIEVU Solution or any of the Add-On Services to: (a) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; (b) upload, post, e-mail, otherwise transmit or post links to any content that the Customer does not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (c) to

1.5. **Authorized User Accounts.** For the Add-On Services, Customer is entitled to the number of users set forth on the Order. Customer is permitted to assign a user account only to its employees, agents, contractors and subcontractors and other authorized third parties (each an "Authorized User"). Customer will be fully responsible for the acts of its Authorized Users. If in any period it is determined that the number of users in a period exceeds the amount of Authorized User subscriptions purchased, VIEVU will notify Customer in writing and Customer will immediately pay to VIEVU any amounts that should have been paid.

1.6. **Storage Access.** Data storage is subject to the usage limits specified on the Order.

2. CONFIGURATION AND UPDATES

2.1. **Camera Configuration.** Unless otherwise set forth on the Order, Customer is responsible for configuring the Cameras and implementing the VIEVU Solution in accordance with the instructions provided by VIEVU (the "Deployment Setup Guide").

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2.2. Updates to Solution Software. VIEVU may make changes or updates to the Solution Software (such as infrastructure, security, technical configurations, application features, etc.) during the Term, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Programs. The functionality of the Solution Software is subject to change at VIEVU's discretion; however, such changes or updates will not result in a material reduction in the functionality of the Solution Software. All improvements, enhancements, modifications, and/or changes to the Solution Software will be done automatically and remotely by VIEVU.

2.3. Software Updates. To enable optimal access, VIEVU may verify the version of the Camera Software and/or the On Premise Software used by Customer and recommend Customer download and install updates, with or without notice, to the Cameras. Failure to install updates to the Camera Software or the On Premise Software, as applicable, may affect Customer's ability to use certain functions of the VIEVU Solution.

3. SERVICE SPECIFICATIONS AND THIRD PARTY PROGRAMS

3.1. Service Specifications. The VIEVU Solution is subject to and governed by the Service Specifications. Customer acknowledges that use of the VIEVU Solution in a manner not consistent with the Service Specifications may adversely affect the performance of the VIEVU Solution, the availability of any applicable warranty, and/or may result in additional fees.

3.2. Camera Specifications. The Cameras are subject to and governed by the Hardware Specifications. Customer acknowledges that use of the Cameras in a manner not consistent with the Hardware Specifications may adversely affect the performance of the Cameras, the availability of any applicable warranty, and/or may result in additional fees.

4. PAYMENT

4.1. Fees. The Solution Fees, any Add-On Fees and the Professional Services Fees shall be paid in accordance with the terms of the Order (collectively, the "Fees").

5. PAYMENT TERMS

5.1. Customer agrees to pay to VIEVU all Fees and other amounts contained in each invoice within thirty (30) days of the invoice date. All amounts due under the Solution Agreement will be paid in US Dollars. Payment obligations are non-cancelable and Fees are non-refundable, and all amounts payable will be made without setoff, deduction or withholding. Customer is responsible for any applicable taxes, duties or other charges.

6. SERVICE LEVELS, SUPPORT, UPDATES AND MAINTENANCE

6.1. VIEVU will use commercially reasonable efforts to provide the VIEVU Solution, the Add-On Services and the support, updates and maintenance related thereto in accordance

with industry standards. Customer may contact VIEVU for technical support at support@vievu.com. VIEVU will use commercially reasonable efforts to respond to Customer within a reasonable period of time based on severity as determined by VIEVU in its sole discretion. Customer is entitled to technical support in English during business hours as set by VIEVU from time to time at no additional cost. Additionally, during the Term, the Customer will be entitled to maintenance upgrades and bug fixes at no additional cost.

7. SECURITY

7.1. VIEVU will use commercially reasonable efforts to: (a) cause its agents and employees to be informed of and to agree to be bound by applicable data privacy laws, rules, regulations, codes, policies, or procedures; and (b) maintain industry standard safeguards reasonably designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of Customer Data. VIEVU agrees to notify Customer in the event of an actual breach of its security resulting in unauthorized access to or use of Customer Data as soon as practical, but in any event within forty eight (48) hours of discovery of the breach.

7.2. Customer will provide any required notices to, and obtain and keep in effect all consents, authorizations, permits or licenses that may be required for the installation and operation of the Cameras, the Add-On Services, and the VIEVU Solution, including, without limitation any required consents regarding the processing and/or storage of Customer Data.

8. CONFIDENTIALITY

8.1. Disclosure. The Parties acknowledge that, in the course of performance of the Solution Agreement, one Party (the "Disclosing Party") may find it necessary to disclose or permit access to Confidential Information to the other Party (the "Receiving Party") and its personnel. Disclosing Party's disclosure of or provision of access to, Confidential Information to Receiving Party's personnel is solely for the purposes agreed under the Solution Agreement.

8.2. Confidential Treatment. Confidential Information disclosed to a Receiving Party will be held in confidence by the Receiving Party and not disclosed to others or used except as expressly permitted under the Solution Agreement or as expressly authorized in writing by the Disclosing Party or as required by law.

8.3. Allowances. Notwithstanding anything to the contrary in this Section 8.3, Confidential Information may be disclosed by a Receiving Party: (a) to those of its employees, agents, and consultants who require it in connection with their duties in performing such Party's obligations under the Solution Agreement; (b) to the Receiving Party's auditors, outside counsel, accountants and other similar business advisors, or in connection with an actual or prospective sale or transfer of assets; and (c) to the extent required by law, pursuant to a duly authorized subpoena, court order or government authority.

8.4. Exceptions. Obligations under Section 8 will not apply to information which: (a) was in the public domain or generally available to the public prior to receipt thereof by the

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Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public before any wrongful act of the Receiving Party or an employee or agent of the Receiving Party; (b) is later received by the Receiving Party from a third party, unless the Receiving Party knows or has reason to know of an obligation of secrecy of the third party to the Disclosing Party with respect to such information; or (c) is developed by the Receiving Party independent of such information received from the Disclosing Party, as evidenced by the Receiving Party's written records. The terms of confidentiality under the Solution Agreement will not be construed to limit VIEVU's ability to use for any purpose the residuals resulting from access to or work with the Confidential Information. The term "residuals" means information in a non-tangible form which may be retained by persons who have access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein.

9. TERMINATION

9.1. Termination for Cause. The Solution Agreement may be terminated for a breach of the Solution Agreement by either Party upon thirty (30) days' prior written notice to the other Party if such breach is not cured within such thirty (30) day period.

9.2. Obligations on Termination. Upon termination: (a) Customer agrees to pay VIEVU the Fees through the effective date of termination of the Solution Agreement and any applicable Termination Charges; (b) Customer shall cease all use of the VIEVU's Confidential Information and shall promptly return all Confidential Information disclosed; (c) VIEVU will retain Customer Data in a limited functionality account for thirty (30) days after expiration or termination of the Solution Agreement and (d) Customer shall immediately uninstall the On Premise Software. It is Customer's responsibility to remove any Customer Data within thirty (30) days. After thirty (30) days, VIEVU will disable all login credentials and delete or otherwise render inaccessible all Customer Data. Deleted Customer Data is not recoverable.

10. OWNERSHIP

10.1. Ownership of VIEVU Solution. The VIEVU Solution, the Add-On Services and all information which is provided to Customer by VIEVU under the Solution Agreement is confidential and considered Confidential Information, including, but not limited to, drawings, documentation, object code, source code, computer program listings, algorithms, processes, technical and marketing information products, specifications, formulae, equipment, business strategies, customer lists, know-how, drawings, pricing information, inventions, and their potential uses. As between the parties, all right, title and interest in and to the VIEVU Solution, the Add-On Services and all modifications, enhancements and derivatives thereto and all intellectual property contained in any of the foregoing, shall be owned by VIEVU. All use rights in and to the VIEVU Solution or the Add-On Services not expressly granted herein are reserved to VIEVU.

10.2. Ownership of Customer Data. As between VIEVU and Customer, Customer owns and will continue to own all right,

title and interest in and to the Customer Data. Customer is responsible for uploading, sharing, withdrawing, managing and deleting Customer Data. Customer grants VIEVU the limited right to view, modify, collect and use Customer Data, solely for the purpose of providing the VIEVU Solution. Notwithstanding the foregoing, VIEVU may use anonymized or general information derived from such Customer Data and aggregate it with information from other customers ("Non-Identifiable Aggregated Data") for VIEVU's business purposes, including without limitation for analyzing customer needs and improving its services, and VIEVU will own all right, title and interest in any such Non-Identifiable Aggregated Data.

10.3. Delivery and Title to Camera. Delivery of Camera(s) sold pursuant to the Solution Agreement shall be made FCA – VIEVU's delivery point, and risk of loss of shall pass to Customer at such delivery point.

11. MICROSOFT AZURE REPRESENTATIONS

11.1. The Microsoft Azure Government Cloud provided as part of the VIEVU Solution are only available for the benefit of members of Federal Agencies, State/Local Entities, or Tribal Entities, in each case, acting in its governmental capacity (the "Community"). As such, Customer certifies that it is a member of the Community and Customer agrees to use Azure Government Services component of the VIEVU Solution solely in Customer's capacity as a member of the Community and for the benefit of Authorized Users that are members of the Community. Use of Azure Government Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of the Azure Government Services component of the VIEVU Solution, or the entire VIEVU Solution, in each case, without notice. Customer agrees that it meets these respective eligibility requirements, and covenants that it will continue to meet the respective eligibility requirements throughout the Term. VIEVU reserves the right to verify eligibility at any time and suspend the VIEVU Solution or any portion thereof if the eligibility requirements are not met.

12. INDEMNIFICATION

12.1. To the extent authorized by law, Customer agrees to indemnify, defend, and hold harmless VIEVU, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest ("VIEVU Indemnitee") harmless from and against claims, losses, damages, liabilities, fines, penalties, costs and expenses incurred by any VIEVU Indemnitee as a result of (a) Customer's improper or misuse of the VIEVU Solution or any Add-On Services (including without limitation, in violation of applicable laws, rules, regulations or the Solution Agreement); (b) Customer Data, content or other materials supplied by Customer, (c) any breach by Customer of the Solution Agreement;

12.2. Infringement. VIEVU agrees indemnify, defend, and hold harmless Customer from any claim, suit, or proceeding brought against Customer so far as it is based on a claim that the VIEVU Solution infringes a United States copyright or a United States. VIEVU's obligation specified in this paragraph will be conditioned on Customer notifying VIEVU promptly in writing of the claim or threat thereof and giving

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VIEVU full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, Customer may immediately terminate this Solution Agreement and VIEVU will immediately refund any deposits made by Customer. VIEVU shall not be liable for any such infringement claim which arises out of: (a) any combination with the VIEVU Solution with any other non VIEVU software; or (b) any modification or customization of the VIEVU Solution by Customer or any third party; or (c) any corrective VIEVU software which is delivered to Customer but is not installed or implemented by Customer; or (d) use of the VIEVU Solution not in compliance with its Documentation. In the event of an infringement claim based on or resulting from any of the foregoing, Customer shall indemnify defend and hold harmless VIEVU from and against all claims and actual losses, damages and expenses (including reasonable attorney's fees) related to, resulting from, or arising out of any of the foregoing.

12.3. Limitation. VIEVU will not be liable for any claim, except as required under this Solution Agreement.

13. WARRANTIES AND RETURN POLICIES

13.1. Customer may return any Camera in accordance with VIEVU's Camera Return Policy as set forth in <http://www.viewu.com/support/warranty-repair> within fifteen (15) calendar days of the original date of delivery. All returns must be packed in the original, unmarked packaging including any accessories, manuals, and documentation that shipped with the product. All Cameras that are returned unopened are subject to a restocking fee of 10 percent of the purchase price. All opened but undamaged Cameras are subject to a restocking fee of 25 percent of the purchase price. Damaged Cameras are ineligible for return under this Section 13.1. All return shipping costs are the responsibility of Customer and will not be refunded. No returned Camera will be accepted without the original manufacturer's packaging and a Return Material Authorization (RMA).

13.2. Camera Warranty. VIEVU warrants to Customer that, provided that the Camera has been stored and used in accordance with the Hardware Specifications and ordinary industry practices and conditions, each Camera shall be free from defects in materials and workmanship and shall conform in all material respect to the Hardware Specifications for a period from the date of delivery as set forth in the Order (the "Warranty Period"). The Warranty does not cover: (a) intentional damage; (b) use that is not consistent with its intended operation or the Hardware Specifications; (c) any damage caused by an attempt to open or alter the Camera or (d) the use of non-VIEVU branded or approved accessories or replacement parts. The "Enhanced Warranty" extends the Warranty coverage described in the Express, Limited Warranty, as well as spare cameras and parts from accidental and/or unintended damage. If a valid warranty claim is received by VIEVU within this "Enhanced Warranty" period as set forth in the Order, VIEVU agrees to repair or replace the product that VIEVU determines in its sole discretion to be defective under normal use, as defined in the product instructions. VIEVU's sole responsibility under this "Enhanced Warranty"

is to either repair or replace with the same or like Product, at VIEVU's sole option. VIEVU DOES NOT WARRANT THAT THE OPERATION OF THE CAMERAS WILL BE UNINTERRUPTED OR ERROR FREE.

13.3. Camera Replacement Under Warranty. In the event that a Camera does not comply with the warranty set forth above, Customer should return such non-conforming Camera to VIEVU in accordance with the instructions located at <http://www.viewu.com/support/warranty-repair/> within the Initial Warranty Period or the Extended Warranty Period (if applicable). Upon receipt of the returned Camera during the Initial Warranty Period or the Extended Warranty Period (if applicable), VIEVU will repair or replace such non-conforming Camera at no additional charge to Customer. Customer agrees that repair or replacement is the sole remedy available for any Camera malfunction or failure.

13.4. Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 13, VIEVU DOES NOT GUARANTEE THAT (A) THE VIEVU SOLUTION OR ANY ADD-ON SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT VIEVU WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY VIEVU, AND (C) THE VIEVU SOLUTION OR ANY ADD-ON SERVICE WILL MEET CUSTOMER EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT VIEVU DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE VIEVU SOLUTION AND ADD-ON SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. VIEVU IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. VIEVU IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE VIEVU SOLUTION OR THE ADD-ON SERVICES THAT ARISE FROM CUSTOMER DATA, APPLICATIONS PROVIDED BY CUSTOMER OR ANY THIRD PARTY CONTENT. The foregoing express warranties are limited to VIEVU and are not transferable and are in lieu of any other warranty by VIEVU with respect to the VIEVU Solution or the Add-On Services. VIEVU GRANTS NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. DISCLAIMERS AND LIMITATIONS OF LIABILITY

14.1. Maintenance of Content. The Customer, not VIEVU, is responsible for maintaining all evidence and videos taken with Cameras. Customer should routinely back up Customer Data and download all Customer Data from the Cameras before returning any Camera to VIEVU for repair or replacement.

14.2. Disclaimer of Consequential Damages. NEITHER PARTY WILL HAVE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THE AGREEMENT OR

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OTHERWISE, FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF DATA, THE COST OF COVER, SECURITY AND DATA BREACHES, AND FAILURE TO ACCESS THE VIEVU SOLUTION OR ANY ADD-ON SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3. Limitation of Liability. EACH PARTY'S AGGREGATE LIABILITY UNDER THE SOLUTION AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE VIEVU SOLUTION DURING THE 12 MONTHS PRECEDING THE CLAIM.

14.4. Other Limitations. The obligations of VIEVU under the Agreement run only to Customer and not to its affiliates, its customers, or any other persons. Under no circumstances will any other person be considered a third-party beneficiary of the Agreement or otherwise entitled to any rights or remedies under the Agreement. The Parties have no rights or remedies against the other except as specifically provided in the Agreement. No action or claim of any type relating to the Agreement may be brought or made more than one (1) year after knowledge of the basis for the action or claim.

15. GENERAL TERMS

15.1. Representation and Warranty. Each party represents and warrants that: (A) it has the power and authority to execute, deliver and fully perform the Solution Agreement, and (B) the signatory has the legal authority to bind.

15.2. Other Agreements. All references to the Agreement includes all documents referenced by hyperlink herein, such documents and agreements being expressly incorporated herein by reference and including certain legal terms. The Agreement contains the entire agreement between the parties. All understandings have been included in the Agreement. Representations which may have been made by any party to the Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in the Agreement. Only the written terms of the Agreement will bind the parties. Use of the VIEVU Solution is subject to the VIEVU Privacy Policy located at <http://www.viewu.com/about-us/privacy-policy/> and all other terms referenced by hyperlink in this Exhibit A, each of which are hereby incorporated by reference and made a part hereof.

15.3. Miscellaneous. The Agreement can only be modified in writing signed by both VIEVU and Customer. The Agreement does not create or imply any relationship in agency or partnership between VIEVU and Customer. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting the Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa. If any term, covenant, condition or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that

court to render the provision reasonable and enforceable and the remainder of the provisions of the Agreement will in no way be affected, impaired or invalidated as a result.

15.4. Assignment. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. VIEVU may assign or otherwise transfer its interest or any part thereof under the Agreement to another party without the consent of Customer except that such party must expressly assume responsibility for all obligations hereunder in writing. Customer may assign or otherwise transfer its interest or any part thereof under the Agreement to any person or entity only upon the written consent of VIEVU.

15.5. Compliance with Legal Requirements. Each Party shall be responsible, at its expense, for complying with all applicable laws and regulations of each jurisdiction where the VIEVU Solution are used, including laws and regulations pertaining to access or use of the VIEVU Solution.

15.6. Force Majeure. "Force Majeure Event" means any act or event that: (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under the Agreement; (b) is beyond the reasonable control of and not the fault of the Nonperforming Party; and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. A Force Majeure Event does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party will immediately resume performance under the Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

15.7. Audit. VIEVU, or its designee, will have the right to perform audits regarding Customer's use of the VIEVU Solution and the Add-On Services, at reasonable intervals, upon reasonable notice during the Term and a period of one (1) year after termination of the Agreement. Customer agrees to make all reasonably relevant information available to VIEVU, and as appropriate, to VIEVU's designee.

15.8. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.9. Severability Except as provided below, each provision of the Agreement will be interpreted in such a manner and to

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such an extent as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, that provision will be ineffective only to the extent of such prohibition or invalidity.

- 15.10. Notices. All notices required to be given in writing under the Agreement shall be in writing and shall be given or made by delivery in person, by courier service, by confirmed facsimile, or by registered or certified mail (postage prepaid, return receipt requested) at the following address:

VIEVU, LLC
645 Elliott Ave W Suite #370
Seattle, WA 98119
Attn: Legal Department

16. DEFINITIONS

- 16.1. "Authorized User Account" means the arrangement under the Agreement authorizing online access of an Authorized User to the VIEVU Solution, whether actually used or not.
- 16.2. "Cloud Storage" means the storage of Customer Data, in connection with the VIEVU Solution, maintained in a cloud in datacenters selected by VIEVU. These data centers are accessed by the Customer via an internet connection.
- 16.3. "Confidential Information" means information and technical data derived from or disclosed to a Receiving Party or Affiliates of the Receiving Party by the Disclosing Party or its employees, vendors, customers, representatives, Affiliates, agents and other independent contractors during the performance of obligations under the Agreement and which is not generally known to the public, including the Disclosing Party's customers or competitors or any customers or competitors of any Affiliate of the Disclosing Party. Examples of Confidential Information include, but are not limited to Customer Data, and information or data disclosed in oral, written, graphic or machine-readable form, or in forms otherwise embodying or displaying such information, or which is visible or audible to Receiving Party by virtue of the Receiving Party visiting or performing its obligations at a facility controlled by the Disclosing Party or an Affiliate of the Disclosing Party, subsidiaries, agents or subcontractors, or by having access to the Disclosing Party's systems including, but not limited to, business plans, specifications, designs, methods, processes, concepts, drawings, software, pricing, operational plans and know-how, employee information, shareholder information, vendor information, customer information, and consumer information.
- 16.4. "Customer Data" means all data provided to or created by Customer, including without limitation all video and images captured by a Camera and uploaded onto the VIEVU Solution.
- 16.5. "Documentation" means all operating manuals and user manuals, training and marketing materials, guides, product descriptions, product specifications, technical manuals, supporting materials, and other information relating to the VIEVU Solution and provided by VIEVU to Customer.
- 16.6. "Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.
- 16.7. "Geo-Redundant Storage" means multiple copies of data storage of duplicate copies of Customer Data at more than one datacenter, which such datacenters are no less than 500 miles apart geographically.
- 16.8. "Hardware Specifications" means: (a) the product manuals (including the Quick Start Guide and Detailed Service Specifications for Camera Support located at <http://www.vievu.com/support/camera-support/> or such other address specified by VIEVU from time to time.
- 16.9. "Intellectual Property" includes, but is not limited to, any trademarks, service marks, trade names, distinctive words, logos, drawings, art work, pictures, colors, designs, design and/or utility models or copyrights, or any marks or works similar thereto, and any modifications, derivations, improvements or adaptations thereof. Intellectual Property also includes, but is not limited to, the look and feel of the VIEVU Solution, the Camera and any portions thereof.
- 16.10. "Locally-Redundant Storage" means storage of duplicate copies of Customer Data within one datacenter.
- 16.11. "Training and Implementation Services" means in connection with the VIEVU Solution, VIEVU may provide certain training and/or implementation services to Customer. Any such services performed by VIEVU will be pursuant to a separate agreement entered into between the parties.
- 16.12. "State/Local Entity" means (a) any agency of a state or local government in the United States, or (b) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of a Customer's state and located within the Customer's state's jurisdiction and geographic boundaries.
- 16.13. "Tribal Entity" means a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.
- 16.14. "Service Specifications" means collectively, (a) the system requirements; (b) the applicable portions of the VIEVU Solution User Guide; (c) the Deployment Setup Guide; and (d) any other specifications posted by VIEVU from time to time on <http://www.vievu.com/support/vievu-solution-support/>. The Service Specifications are subject to change at VIEVU's reasonable discretion; however, VIEVU changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable portion of the VIEVU Solution during the Term
- 16.15. "Third Party Programs" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs, and other content and material, in any format, or services that are obtained or derived from third party sources outside of VIEVU and made available to Customer through, within, or in conjunction with Customer's use of the VIEVU Solution. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, third party add on applications and marketing data.

Exhibit A
VIEVU Solution – Standard Terms and Conditions

- 16.16. "Unlimited Storage" means unlimited video storage from video generated by VIEVU cameras while included in this agreement. Files which have not been accessed within a 30 day period may be placed in archival storage that may up to 24 hours to retrieve. Customer must implement a retention policy and may not retain all footage, but the specifics of the retention policy are at the customer's discretion.
- 16.17. "VIEVU Solution" means, collectively, the Camera, Solution Software, Cloud Storage and any Third Party Programs selected by Customer.

Exhibit B
VIEVU Solution Certification of Eligibility for Microsoft Azure Government Cloud

Are You a US Government Entity?

Please check one:

- United States Federal government
- State government
- Local government
- Tribal government
- Not a Member of the US. Government Community as defined in Exhibit A (e.g., private sector or international)

Microsoft Azure Government eligibility requirements and definitions are listed in Attachment 1.

Signature of Authorized Representative

Signature

Printed Name

Title

Date

Email Address

Phone Number

11/15/2017 10:00:00 AM

Exhibit B
VIEWU Solution Certification of Eligibility for Microsoft Azure Government Cloud

Agency or Company Name

Exhibit B
VIEVU Solution Certification of Eligibility for Microsoft Azure Government Cloud

Attachment 1

Microsoft Azure Government Eligibility

"Azure Government Services" means one or more of the services or features identified at <http://azure.microsoft.com/en-us/regions/#services> which are provisioned in dedicated multi-tenant data centers for exclusive use by or for the Community.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a customer using Azure government Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the customer determines and Microsoft agrees that the use of Azure government services, and not Microsoft Azure Services, is the appropriate Microsoft service to meet the Enrolled Affiliate's regulatory requirements.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of a Customer's state and located within the Customer's state jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

Azure Government Services are only available for the benefit of members of the Community. You certify that it is a member of the Community and agrees to use Azure Government services solely in its capacities as members of the Community and for the benefit of end users that are members of the Community. Use of Azure government Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of the Azure Government Services without notice. You acknowledge that only Community members may use Azure Government Services.

Notwithstanding anything to the contrary in the Use Rights, for Azure Government Services:

- Customer Data will be stored and processed solely within the continental United States.
- Azure Government Services will be offered only within the United States.

Exhibit C
VIEVU Solution List of Personnel Authorized to Discuss Account

Persons Authorized to Discuss Account (optional)

Complete this section if you would like to allow up to three persons, other than yourself, to be authorized to receive account information or make account level decisions. This includes but is not limited to receiving account credential information, resetting account credential information, updating billing information, discussing billing related matters and receiving notifications.

Person 1

_____	_____
Printed Name	Title
_____	_____

Email Address	Phone Number
---------------	--------------

Person 2

_____	_____
Printed Name	Title
_____	_____

Email Address	Phone Number
---------------	--------------

Person 3

_____	_____
Printed Name	Title

Exhibit C
VIEVU Solution List of Personnel Authorized to Discuss Account

Email Address

Phone Number

0

F.3 Direction to file Annual Reports and intention to order improvements for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 and setting June 28, 2018 for the public hearing – from Public Works Director Fajeau. (RESOLUTIONS-2)

Background/Discussion – The City Council has previously created Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 to provide for the operation and maintenance of certain landscaping and lighting improvements. These districts are as follows:

Landscaping and Lighting District No. 1: Central Avenue between Filbert Street and Willow Street - Provides for the maintenance of median landscaping on Central Avenue between Filbert Street and Willow Street and buffer landscaping adjacent to the Alameda County Flood Control channel immediately west of Filbert Street, and for the maintenance and operation of median street lights along this portion of Central Avenue.

Landscaping and Lighting District No. 2: Jarvis Avenue and Newark Boulevard adjacent to Dumbarton Technology Park and Four Corners shopping centers - Provides for the maintenance of Jarvis Avenue and Newark Boulevard median island and in-tract buffer landscaping and landscape irrigation systems adjacent to and within the boundaries of Tract 5232, the Dumbarton Industrial Park, and the Four Corners shopping centers.

Landscaping and Lighting District No. 4: Stevenson Boulevard and Cherry Street adjacent to New Technology Park - Provides for the maintenance of Stevenson Boulevard median island landscaping from the Nimitz Freeway to the railroad tracks west of Cherry Street and maintenance of median island and up to 50 feet of greenbelt landscaping adjacent to Cherry Street and the future interior loop streets within the boundaries of New Technology Park, and the maintenance of landscaping across the Newark Unified School District property on Cherry Street.

Landscaping and Lighting District No. 6: Cedar Boulevard, Duffel Redevelopment Area No. 2 - Provides for the maintenance of all street landscaping within the public right-of-way, and landscaping and landscape irrigation systems within easement areas and developed properties in Redevelopment Area No. 2 at Cedar Boulevard and Stevenson Boulevard plus the Stevenson Station Shopping Center.

Landscaping and Lighting District No. 7: Newark Boulevard, Rosemont Square Shopping Center - Provides for the maintenance of buffer landscaping and the landscape irrigation system within the public right-of-way and easement areas for Rosemont Square Shopping Center.

Landscaping and Lighting District No. 10: Consolidated District - Provides for the maintenance of landscaping and landscape irrigation systems within the right-of-way and easement areas for all of the Inactive Subdistricts.

Landscaping and Lighting District No. 11: Edgewater Drive medians - Provides for the maintenance of landscaped medians on Edgewater Drive.

Landscaping and Lighting District No. 13: Citation Homes and Bren Development/ Thornton Avenue - Provides for maintenance of the landscaping and lighting irrigation systems for Thornton Avenue, Cedar Boulevard, Willow Street, and other streets within these subdivisions. This district was relieved from the responsibility for maintenance of median landscaping on Thornton Avenue in May 1997. This district is therefore now an inactive district.

Landscaping and Lighting District No. 15: Robertson Avenue at Iris Court - Provides for the maintenance of the landscaping and irrigation systems on Robertson Avenue at Iris Court.

Landscaping and Lighting District No. 16: Kiote Drive in Tract 6671 - The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage of Kiote Drive in Tract 6671 and the landscaping, irrigation system, recreation facilities, and storm drainage pump station and filtration system for the mini-park common area.

Landscaping and Lighting District No. 17: Newark Boulevard and Mayhews Landing Road in Tract 7004 – The maintenance of landscaping and the landscape irrigation system within the public right-of-way of the Newark Boulevard and Mayhews Landing Road frontages of Tract 7004.

Landscaping and Lighting District No. 18: Cedar Boulevard median on the frontage of Tract 8130 – The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard median area along the frontage of Tract 8130 between Central Avenue and Smith Avenue.

Landscaping and Lighting District No. 19: Willow Street and Enterprise Drive in the Bayside Newark Transit Oriented Development – Provides for the maintenance of landscaping and the landscape irrigation system within the Willow Street and Enterprise Drive medians and traffic circles, maintenance of public street lighting systems, and maintenance of other improvements in the Bayside Newark Transit Oriented Development.

In the opinion of bond counsel, Brown Act amendments requiring two hearings for increasing assessments do not apply to the annual budget hearings unless there is an addition to the improvements or a change in the formula for allocating the cost among benefited properties. Neither of these cases applies for each of the above districts and the annual public hearings are simply to adopt a budget for the upcoming year.

Upon conclusion of the annual public hearings, the assessments for the cost of the work are added to the tax bills for those property owners included within the boundaries of the particular Landscaping and Lighting District. Excess funds, or funds collected for which no work was done, can be carried over from one year to the next.

Attachment

Action - It is recommended that the City Council, by resolutions, direct the filing of annual reports for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 in accordance with the provisions in the Landscaping and Lighting Act of 1972 and confirm the intent to order the improvements by setting the date for the annual public hearings for these districts for June 28, 2018.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK DIRECTING FILING OF ANNUAL REPORT

LANDSCAPING AND LIGHTING DISTRICT
NOS. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. The City Engineer, the person designated by this Council as the Engineer of Work for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 is hereby directed to file an Annual Report in accordance with the provisions of the Landscaping and Lighting Act of 1972.
2. This resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK OF INTENTION TO ORDER IMPROVEMENTS

ASSESSMENT DISTRICT NOS. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. The City Council intends to levy and collect assessments within Assessment District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 during Fiscal Year 2018-2019. The area of land to be assessed is located in the City of Newark, Alameda County.
2. The improvements to be made in these assessment districts are generally described as follows:

Landscaping and Lighting District No. 1: Central Avenue between Filbert Street and Willow Street - Provides for the maintenance of median landscaping on Central Avenue between Filbert Street and Willow Street and buffer landscaping adjacent to the Alameda County Flood Control channel immediately west of Filbert Street, and for the maintenance and operation of median street lights along this portion of Central Avenue.

Landscaping and Lighting District No. 2: Jarvis Avenue and Newark Boulevard adjacent to Dumbarton Technology Park and Four Corners shopping centers - Provides for the maintenance of Jarvis Avenue and Newark Boulevard median island and in-tract buffer landscaping and landscape irrigation systems adjacent to and within the boundaries of Tract 5232, the Dumbarton Industrial Park, and the Four Corners shopping centers.

Landscaping and Lighting District No. 4: Stevenson Boulevard and Cherry Street adjacent to New Technology Park - Provides for the maintenance of Stevenson Boulevard median island landscaping from the Nimitz Freeway to Cherry Street and maintenance of median island and up to 50 feet of greenbelt landscaping adjacent to Cherry Street and the future interior loop streets within the boundaries of New Technology Park, and the maintenance of landscaping across the Newark Unified School District property on Cherry Street.

Landscaping and Lighting District No. 6: Cedar Boulevard, Duffel Redevelopment Area No. 2 - Provides for the maintenance of all street landscaping within the public right-of-way, and landscaping and landscape irrigation systems within easement areas and developed properties in Redevelopment Area No. 2 at Cedar Boulevard and Stevenson Boulevard plus the Stevenson Station Shopping Center.

Landscaping and Lighting District No. 7: Newark Boulevard, Rosemont Square Shopping Center - Provides for the maintenance of buffer landscaping and the landscape irrigation system within the public right-of-way and easement areas for Rosemont Square Shopping Center.

Landscaping and Lighting District No. 10: Consolidated District - Provides for the maintenance of landscaping and landscape irrigation systems within the right-of-way and easement areas for all of the Inactive Subdistricts.

Landscaping and Lighting District No. 11: Edgewater Drive medians - Provides for the maintenance of landscaped medians on Edgewater Drive.

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Landscaping and Lighting District No. 15: Robertson Avenue at Iris Court - Provides for the maintenance of the landscaping and irrigation systems on Robertson Avenue at Iris Court.

Landscaping and Lighting District No. 16: Kiote Drive in Tract 6671 - The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage of Kiote Drive in Tract 6671 and the landscaping, irrigation system, recreation facilities, and storm drainage pump station and filtration system for the mini-park common area.

Landscaping and Lighting District No. 17: Newark Boulevard and Mayhews Landing Road in Tract 7004 – The maintenance of landscaping and the landscape irrigation system within the public right-of-way of the Newark Boulevard and Mayhews Landing Road frontages of Tract 7004.

Landscaping and Lighting District No. 18: Cedar Boulevard median on the frontage of Tract 8130 – The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard median area along the frontage of Tract 8130 between Central Avenue and Smith Avenue.

Landscaping and Lighting District No. 19: Willow Street and Enterprise Drive in the Bayside Newark Transit Oriented Development – Provides for the maintenance of landscaping and the landscape irrigation system within the Willow Street and Enterprise Drive medians and traffic circles, maintenance of public street lighting systems, and maintenance of other improvements in the Bayside Newark Transit Oriented Development.

3. In accordance with this Council's resolution directing the filing of an Annual Report, the City Engineer, Engineer of Work, has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
4. On Thursday, the 28th of June 2018, at the hour of 7:30 p.m., the City Council will conduct a public hearing on the question of levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the City Administration Building, 37101 Newark Boulevard, Newark, California.
5. The City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972.



City of Newark

MEMO

DATE: May 14, 2018

TO: City Council

FROM: Sheila Harrington, City Clerk *J.H.*

SUBJECT: Approval of Audited Demands for the City Council Meeting of May 24, 2018.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
May 03, 2018	Page 1-2	114399 to 114467	Inclusive
May 11, 2018	Page 1-2	114468 to 114521	Inclusive



City of Newark

MEMO

DATE: May 14, 2018

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SKW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of May 24, 2018.

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

Final Disbursement List. Check Date 05/03/18, Due Date 05/14/18, Discount Date 05/14/18. Computer Checks.
 Bank* 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
.144399	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	05/03/18	1,349.46	PAYROLL - SHORT TERM DISABILITY PREMIUM
.144400	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	05/03/18	1,573,764.17	FIRE SERVICES
.144401	14	ALPINE AWARDS	05/03/18	253.96	DISPATCH POLOS
.144402	1963	BAILEY FENCE COMPANY INC	05/03/18	1,990.00	FENCE REPAIRS
.144403	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	05/03/18	36.32	FLEET PARTS
.144404	9888	BUREAU VERITAS NORTH AMERICA INC.	05/03/18	83.98	PLAN REVIEW SERVICES
.144405	447	CALIFORNIA HYDRONICS CORP	05/03/18	307.85	BUILDING PART - MOTOR
.144406	10261	CARBONIC SERVICE	05/03/18	210.68	POOL CHEMICALS
.144407	7439	CENTERVILLE LOCKSMITH	05/03/18	4.28	KEYS FOR SILLIMAN
.144408	214	CENTRAL VETERINARY HOSPITAL	05/03/18	323.75	VET SVCS
.144409	3347	CHANNING L BETE CO INC	05/03/18	1,077.51	COMM ENGAGEMENT PROGRAM
.144410	1743	CLARK'S U-SAVE ROCKERY	05/03/18	905.04	SUPPLIES FOR TURF REPAIR
.144411	10060	COMCAST	05/03/18	113.58	CABLE BILL
.144412	10793	SHIV SIDHU	05/03/18	300.00	RENTAL DEPOSIT REFUND
.144413	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	05/03/18	52.50	PH NOTICES
.144414	41	DALE HARDWARE	05/03/18	495.62	FLEET SUPPLIES
.144415	7631	DELTA DENTAL	05/03/18	14,509.57	DENTAL PREMIUM - MAY'18
.144416	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	05/03/18	397.51	DENTAL PREMIUM - MAY'18
.144417	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	05/03/18	1,008.79	SHARED ENERGY AND MAINTENANCE COSTS FOR
.144418	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	05/03/18	828.14	CA STATE CASP FEES (SB1186)
.144419	11404	ALHAMBRA	05/03/18	586.91	WATER SERVICE
.144420	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	05/03/18	916.00	RECREATION CONTRACT
.144421	11371	EVAN HARRAR	05/03/18	600.00	VIDEOTAPING-STATE OF THE CITY ADDRESS
.144422	4731	EWING IRRIGATION PRODUCTS INC	05/03/18	2,294.25	PROJECT 1133 PARK IRRIGATION
.144423	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	05/03/18	1,730.77	VISION PREMIUM
.144424	10642	FASTENAL COMPANY	05/03/18	49.09	SIGN RIVETS & MISC SUPPLY
.144425	1733	FIRST BAPTIST CHURCH	05/03/18	80.00	PAYROLL DEDUCTION - DONATION APR'18
.144426	11027	FITGUARD, INC	05/03/18	95.00	FITNESS EQUIP MAINT
.144427	5106	CITY OF FREMONT REVENUE DIVISION	05/03/18	7,373.39	SHELTER OPERATING EXPS
.144428	11112	FREMONT CHRYSLER DODGE JEEP RAM	05/03/18	46.05	FLEET PARTS
.144429	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	05/03/18	517.83	FLEET SUPPLIES
.144430	10983	G BORTOLOTTO & CO INC	05/03/18	7,931.27	CIP PROJECT 1141: AC OVERLAY
.144431	10707	GYM DOCTORS	05/03/18	251.63	GYM MAINTENANCE
.144432	11595	SALVADOR HERNANDEZ	05/03/18	477.69	EXPENSE REIMBURSEMENT
.144433	11594	JUAN HERRERA	05/03/18	180.94	EXPENSE REIMBURSEMENT
.144434	9246	DAVID HIGBEE	05/03/18	827.80	EXPENSE REIMBURSEMENT
.144435	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	05/03/18	1,229.46	FLEET SUPPLIES
.144436	11503	ART INTERIANO	05/03/18	297.99	EXPENSE REIMBURSEMENT
.144437	11611	IXII GROUP, INC.	05/03/18	99.00	POST REC/COMM TRAINING
.144438	3866	JAM SERVICES INC	05/03/18	349.01	CIP #1161: TRAFFIC SIGNAL ACCESSORIES
.144439	2540	DEOL OIL JARVIS SHELL	05/03/18	654.74	PATROL VEHICLE CLEANING
.144440	8218	JOLIE MACIAS	05/03/18	140.79	EXPENSE REIMBURSEMENT
.144441	11482	MARCI MARINO	05/03/18	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PRO4
.144442	7618	METLIFE SBC	05/03/18	1,775.17	PAYROLL - LONG TERM DISABILITY PREMIUM
.144443	5046	MOTOROLA SOLUTIONS INC	05/03/18	187.34	TRAFFIC SUPPLIES
.144444	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	05/03/18	124.80	SWEEPER PARTS
.144445	1290	NEWARK DAYS CELEBRATION INC	05/03/18	30.00	ENTRY FEE FOR NEWARK DAYS
.144446	325	NEWARK UNIFIED SCHOOL DISTRICT BUSINESS	05/03/18	3,740.74	RENTAL FOR NMHS THEATER FOR DANCE SHOW
.144447	10091	NOWDOCS INTERNATIONAL, INC NOWFORMS DIVI	05/03/18	368.76	CHECK STOCK
.144448	349	PACIFIC GAS & ELECTRIC	05/03/18	13.24	CITY ELECTRIC & GAS
.144449	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	05/03/18	577.00	PEST CONTROL

Final Disbursement List. Check Date 05/03/18, Due Date 05/14/18, Discount Date 05/14/18. Computer Checks.

Bank* 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
L14450	11346	PHAN'S SMOG STATION	05/03/18	40.00	SMOG SERVICE
L14451	4610	RIVERSIDE COUNTY SHERIFF/BEN CLARK TRAIN	05/03/18	556.00	PATROL POST TRAINING
L14452	9870	KATHLEEN RUSHING	05/03/18	250.00	MUSIC CLASSES FOR CHILD CARE
L14453	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	05/03/18	3,152.26	RENT/WATER
L14454	112	WILLE ELECTRICAL SUPPLY CO INC	05/03/18	412.33	PARTS FOR LIGHT FIXTURES
L14455	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	05/03/18	270.00	SAN MATEO REGIONAL NETWORK SPAM FILTER A
L14456	11098	SILVER & WRIGHT LLP	05/03/18	19,553.68	LITIGATION & LEGAL CONSULTING
L14457	8051	SPENCON CONSTRUCTION, INC.	05/03/18	155,800.00	CIP #1130 AND #1167:CITYWIDE PEDESTRIAN
L14458	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	05/03/18	325.77	PAYROLL DEDUCTION - GARNISHMENT
L14459	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	05/03/18	950.56	VEST EQUIP REPL #2018-12
L14460	2342	TELEPATH CORPORATION	05/03/18	3,074.48	PROJECT 2018-1 BUILD OF 2 SIENNA'S
L14461	10948	TRAINING FOR SAFETY, INC.	05/03/18	296.00	POST REC/COMM TRAINING DU-18-03
L14462	7517	U S FOODS INC SAN FRANCISCO	05/03/18	693.78	FOOD FOR THE CAFE
L14463	363	UNITED STATES POSTMASTER	05/03/18	225.00	BULK MAILING FEES
L14464	5623	VERIZON WIRELESS	05/03/18	3,803.38	IPHONE SVC
L14465	140	VISTA UNIVERSAL INC	05/03/18	567.53	LIGHTING REPAIR
L14466	5050	WEST COAST ARBORISTS INC	05/03/18	13,070.75	PROJECT 1119C STREET TREE MAINT
L14467	340	WITMER-TYSON IMPORTS	05/03/18	111.95	K9 TRAINING/SUPPLIES
Total				1,835,017.84	

1

Final Disbursement List. Check Date 05/11/18, Due Date 05/21/18, Discount Date 05/21/18. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
114468	149	ABAG PLAN CORPORATION C/O BICKMORE	05/11/18	36,907.13	DEDUCTIBLE COSTS
114469	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	05/11/18	4,398.00	POOL INSPECTIONS/FEES
114470	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	05/11/18	290.00	PATROL POST TRAINING
114471	344	ALAMEDA COUNTY WATER DISTRICT	05/11/18	30,776.72	CITY WATER USE
114472	5821	ALL CITY MANAGEMENT SERVICES, INC	05/11/18	3,906.00	CROSSING GUARD SVCS
114473	14	ALPINE AWARDS	05/11/18	550.82	T-SHIRT/AWARDS/PROMOS
114474	11362	ANNETTE PAREDES	05/11/18	16.66	EXPENSE REIMBURSEMENT
114475	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	05/11/18	450.00	VET SVCS AFTER HOURS
114476	7275	PETER BEIREIS	05/11/18	58.37	EXPENSE REIMBURSEMENT
114477	9888	BUREAU VERITAS NORTH AMERICA INC.	05/11/18	13,474.63	PLAN REVIEW SERVICES
114478	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	05/11/18	2,098.97	TRAFFIC SIGNAL MAINTENANCE
114479	10825	CHEVROLET OF FREMONT	05/11/18	332.31	FLEET PARTS
114480	3751	BRYAN COBB	05/11/18	189.75	EXPENSE REIMBURSEMENT
114481	10060	COMCAST	05/11/18	103.09	CABLE FOR SERVICE CTR
114482	11264	CORNERSTONE EARTH GROUP INC	05/11/18	749.30	LAB TESTS FOR HAULED LOAD ON WILLOW
114483	242	CROP PRODUCTION SERVICES, INC.	05/11/18	6,460.50	MISC CHEMICALS FOR PARKS
114484	11549	CSG CONSULTANTS, INC.	05/11/18	9,262.50	OUTSIDE IMPROVEMENT PLAN CHECK FEES FOR
114485	10649	VIVINT SOLAR LLC	05/11/18	193.60	BP# ELEC2018-0078 REFUND 80%
114486	10793	TORI E WILLIAMS	05/11/18	79.00	REFUND FOR PURCHASE MADE IN ERROR
114487	10793	LIZABETH JOHNSON	05/11/18	100.00	RENTAL DEPOSIT REFUND
114488	63	THE GOODYEAR TIRE & RUBBER CO	05/11/18	2,035.49	TIRES
114489	11259	KATHRYN DENNIS	05/11/18	161.17	EXPENSE REIMBURSEMENT
114490	1778	DISCOUNT SCHOOL SUPPLY	05/11/18	260.95	SUPPLIES FOR SDC & ASH
114491	10725	BRIAN SIMON	05/11/18	1,146.89	EE COMPUTER LOAN PROGRAM
114492	10725	SALVADOR SANDOVAL	05/11/18	1,146.89	EE COMPUTER LOAN PROGRAM
114493	10642	FASTENAL COMPANY	05/11/18	18.56	SIGN RIVETS & MISC SUPPLY
114494	5106	CITY OF FREMONT REVENUE DIVISION	05/11/18	1,250.00	NEWARK CASE MGMT
114495	11614	LUZBELINA GRISSOM	05/11/18	242.25	EXPENSE REIMBURSEMENT
114496	11553	HELLER MANUS ARCHITECTS	05/11/18	85,950.14	DESIGN SERVICES FOR CIVIC CENTER
114497	11443	HIROSHI ICHIMURA	05/11/18	1,144.20	RECREATION CONTRACT
114498	187	INDUSTRIAL SAFETY SUPPLY CORPORATION	05/11/18	841.82	MISC SAFETY SUPPLIES
114499	9904	CYNTHIA M KIRBY	05/11/18	3,600.00	POLYGRAPH TESTS
114500	7189	LINCOLN AQUATICS	05/11/18	144.87	POOL SUPPLIES
114501	6	KAREN MORAIDA	05/11/18	21.97	EXPENSE REIMBURSEMENT
114502	11455	NATIONAL DATA & SURVEYING SERVICES	05/11/18	190.00	CIP #1160 TRAFFIC CALMING
114503	1520	OAKLAND AUDIO-VISUAL SERVICE INC	05/11/18	2,257.00	AUDIO-VISUAL EQUIPMENT RENTAL
114504	5681	OMNI MEANS A GHD COMPANY	05/11/18	126.50	TRAFFIC ENGINEERING AND TRANSPORTATION P
114505	349	PACIFIC GAS & ELECTRIC	05/11/18	110.36	STREETLIGHTS AND TRAFFIC SIGNALS
114506	10766	PEAK SOFTWARE SYSTEMS, INC	05/11/18	301.08	CREDIT CARD SCANNERS FOR FRONT DESK
114507	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	05/11/18	142.00	PEST CONTROL
114508	329	PHOENIX GROUP INFORMATION SYSTEMS	05/11/18	363.00	PARKING CITATION PROGRAM
114509	11567	HELEN QUE-GARCIA	05/11/18	85.78	EXPENSE REIMBURSEMENT
114510	11376	QUINCY ENGINEERING INC	05/11/18	44,208.09	PROFESSIONAL ENGINEERING SERVICES FOR CE
114511	11573	REYES COCA-COLA BOTTLING LLC.	05/11/18	1,655.42	COCA-COLA ORDER FOR CAFE
114512	11373	RRM DESIGN GROUP	05/11/18	10,297.93	NEWARK ZONING CODE UPDATE
114513	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	05/11/18	1,645.87	SUPPLIES FOR SDC & ASH
114514	112	WILLE ELECTRICAL SUPPLY CO INC	05/11/18	719.33	LIGHT FIXTURE PARTS
114515	11296	SIGNATURE CARPET ONE	05/11/18	984.00	PROJECT 1163 CITYWIDE FLOOR COVERING
114516	7885	SLOAN SAKAI YEUNG & WONG LLP	05/11/18	3,241.50	LEGAL ADVICE FEES
114517	40	STAPLES ADVANTAGE DEPT LA	05/11/18	1,581.75	OFFICE SUPPLIES
114518	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	05/11/18	261.24	PAYROLL PREMIUM - E0246926

Final Disbursement List. Check Date 05/11/18, Due Date 05/21/18, Discount Date 05/21/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
114519	5623	VERIZON WIRELESS	05/11/18	1,279.94	VERIZON ANNUAL CELL SERVICE
114520	5623	VERIZON BUSINESS SERVICES	05/11/18	613.83	CELL SVC FOR MDT'S
114521	10822	WEE HOOP INC C/O DINAH SHAH	05/11/18	637.00	RECREATION CONTRACT
Total				279,064.17	

M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1): *Carlos Olivarez v. City of Newark, et. Al Workers Compensation Appeals Board, Claim # ADJ#8406135* – from City Attorney Benoun and Human Resources Director Abe.

Background/Discussion – The City Attorney has requested a closed session to discuss existing litigation pursuant to Government Code Section 54956.9(d)(1).