



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, October 25, 2018

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the City Council meeting of October 11, 2018. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Introduction of employee.

 - C.2 Commending Newark Days Committee members. (COMMENDATION)

 - C.3 Proclaiming October 25, 2018 as Unity Day. (PROCLAMATION)

- D. WRITTEN COMMUNICATIONS

- E. PUBLIC HEARINGS

- F. CITY MANAGER REPORT

(It is recommended that Items F.1 through F.4 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 Second reading and adoption of an ordinance amending Newark Municipal Code Chapter 6.32 (“Regulations - Domestic Animals”), to modify the number of bantam chickens that can be kept as pets and to make other changes to clarify and update this section - from Assistant City Manager Grindall. (ORDINANCE)

- F.2 Authorization for the purchase of two (2) 2019 Dodge Chargers as replacement vehicles for the Police Department from Elk Grove Auto Group and outfitting by Lehr – from Maintenance Supervisor Connolly. (RESOLUTION)**
- F.3 Amendment to Resolution No. 10755, Police Recruiting Incentive Program, adding a lateral leave incentive and approving a budget amendment – from Police Chief Carroll. (RESOLUTION)**
- F.4 Award of contract to Law Dogs for Police Canine services for the Newark Police Department and approving an amendment to the 2018-2020 Biennial Budget - from Police Lieutenant Kimbrough. (RESOLUTION)**

NONCONSENT

- F.5 Update on the new Newark Civic Center and approval of a Stipend Agreement in the Request for Proposals for Design-Build Services for the new Civic Center – from Chief Building Official/City Architect Collier. (MOTION)**
- F.6 Declaration of opposition to Proposition 6, the Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative, on the November 2018 ballot – from Public Works Director Fajeau. (RESOLUTION)**

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.

(MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



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

AGENDA

Thursday, October 25, 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

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:

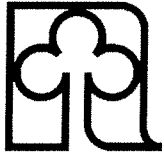
- | | |
|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | L. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | M. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | N. ADJOURNMENT |
| 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, October 11, 2018

A. ROLL CALL

Vice Mayor Hannon called the meeting to order at 7:35 p.m. Present were Council Members Collazo, Freitas, and Bucci. Mayor Nagy was noted absent.

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of September 27, 2018. MOTION APPROVED

Council Member Bucci moved, Council Member Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSENT.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Proclaiming October as National Domestic Violence Awareness Month.

Vice Mayor Hannon presented the proclamation to members of Shelter Against Violent Environments (SAVE).

C.2 Presentation on the Newark Library.

Branch Manager Joe Stoner gave a report covering statistics and special programs at the Newark Library. Vice Mayor Hannon suggested including library services and programs in the city newsletter.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E.1 Public Hearing to introduce an ordinance amending Newark Municipal Code Chapter 6.32 ("Regulations - Domestic Animals"), to modify the number of bantam chickens that can be kept as pets and to make other changes to clarify and update this section. ORDINANCE INTRODUCED

Assistant City Manager Grindall gave the staff report recommending that the Domestic Animals section of the Municipal Code be updated to allow a total of 10 animals, with

per species limit of 8 bantam chickens, 4 typical chickens, 3 cats or dogs and 2 of all other pet species.

Vice Mayor Hannon opened the public hearing at 7:59 p.m.

No one came forward to speak.

Vice Mayor Hannon closed the public hearing at 8:00 p.m.

Vice Mayor Hannon requested that staff incorporate shelter, food, and water requirements into the ordinance. He also requested that roosters over four months old not be allowed.

Assistant City Manager Grindall stated that roosters are currently allowed with a fanciers permit and recommended allowing them under that circumstance. Vice Mayor Hannon agreed with the suggestion.

Assistant City Manager Grindall suggested introducing the ordinance, as drafted, and returning at a future meeting for the City Council to consider the shelter, food, and water requirements proposed by Vice Mayor Hannon.

Council Member Bucci moved, Council Member Collazo seconded to introduce an ordinance amending Title 6 Animals, Chapter 6.32 Regulations – Domestic Animals, Section 6.32.010 Domestic Pets – Animal Fanciers Permit Required When of the Newark Municipal Code. The motion passed 4 AYES, 1 ABSENT.

F. CITY MANAGER REPORT

Council Member Bucci moved, Council Member Collazo seconded, to approve Consent Calendar Item F.1 that the resolution be numbered, and that reading of the title suffice for adoption. The motion passed, 4 AYES, 1 ABSENT.

CONSENT

- F.1 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8099 – Bridgeway Phase I (Lennar Homes of California, Inc.), a 333-unit residential subdivision within the Bayside Newark Specific Plan project area.**

**RESOLUTION NO 10848
CONTRACT NO. 18036**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Council Member Bucci stated that October 22, 2018, is the last day to register to vote for the November election.

Council Member Freitas congratulated Vice Mayor Hannon on chairing the meeting.

Council Member Collazo encouraged the public to get cancer screenings in October. She stated the annual Dia de los Muertos event would be held on October 22, 2018 at Magnolia Plaza.

Vice Mayor Hannon stated that Police Officer Christi Wallace received the Officer Recognition Award from the Alameda County District Attorney. He attended the Alameda Fire Department Annual Recognition Ceremony and commended the honorees.

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 115751 to 115857.

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

M. CLOSED SESSION

N. ADJOURNMENT

Vice Mayor Hannon adjourned the meeting at 8:15 p.m.

C.1 Introduction of employee.

Background/Discussion - Police Officer Corey Swadener will be at the meeting to be introduced to the City Council.

C.2 Commending Newark Days Committee members.

(COMMENDATION)

Background/Discussion – Newark Days was held September 20-23, 2018, and celebrated the City’s 63nd birthday. Members of the Newark Days Committee (Committee) volunteer their time and efforts to ensure a successful event. Members of the Committee will accept a commendation at the City Council meeting.

C.3 Proclaiming October 25, 2018 as Unity Day.

(PROCLAMATION)

Background/Discussion – October 25, 2018 is Unity Day, a day that promotes bullying awareness and prevention. A proclamation has been prepared and members of the Silliman Activity and Family Aquatic Center will accept it at the City Council meeting.

F.1 Second reading and adoption of an ordinance amending Newark Municipal Code Chapter 6.32 (“Regulations - Domestic Animals”), to modify the number of bantam chickens that can be kept as pets and to make other changes to clarify and update this section - from Assistant City Manager Grindall. (ORDINANCE)

Background/Discussion – On October 11, 2018, the City Council introduced an ordinance to amend Newark Municipal Code Section 6.32.010 (Domestic Pets – Animal Fanciers Permit Required When) to allow a total of 10 animals, with per species limit of eight (8) bantam chickens, four (4) hen chickens, three (3) cats or dogs and two (2) of all other pet species. The list of defined pets was also updated to remove some inappropriate specificity and to remove gophers as a defined pet. Exceeding the number of animals could still be permitted if an Animal Fanciers Permit was secured.

Adding shelter, water, and food requirements was briefly discussed at the ordinance introduction and will be scheduled for City Council consideration at a future meeting.

Attachment

Action - Staff recommends that the City Council, by ordinance, amend Title 6 Animals, Chapter 6.32 Regulations – Domestic Animals, Section 6.32.010 Domestic Pets – Animal Fanciers Permit Required When of the Newark Municipal Code.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING TITLE 6 ANIMALS, CHAPTER 6.32
REGULATIONS – DOMESTIC ANIMALS, SECTION 6.32.010
DOMESTIC PETS – ANIMAL FANCIERS PERMIT
REQUIRED WHEN OF THE NEWARK MUNICIPAL CODE

The City Council of the City of Newark does ordain as follows:

Section 1: Section 6.32.010 (Domestic Pets – Animal Fanciers Permit Required When) of Chapter 6.32 (Regulations – Domestic Animals) of the Newark Municipal Code is hereby amended as follows. Text in ~~strikeout~~ denotes deletions while text in **red** denotes insertions.

6.32.010 - Domestic Pets—Animal fancier's permit required when.

The following numbers of animals, regardless of age, shall be considered household pets and may be kept on any parcel used primarily for residential purposes, subject to the following limitations:

A. An animal fancier's permit shall be obtained for:

1. Any rooster;

2. ~~More than two rabbits, or m~~ore than four hen chickens, **or more than eight bantam chickens, or more than three cats or more than three dogs, or more than two geese, or more than two ducks, or more than two dogs, or more than two cats of or any other pet species.**

3. More than a combination of **five-ten** such animals, provided the ~~numbertwo~~-of-specie maximum is not exceeded, shall not be permitted. **A maximum of four of specie shall apply to hen chickens.**

B. The issue born of such animals which increases the total number upon the premises beyond the numbers permitted shall be removed from the parcel not later than six weeks from weaning.

C. Other animals which are neither exotic animals nor such animals as specified in this section, such as mice (domestic), rats (domestic), **gophers, king**-snakes, **rabbits**, guinea pigs, turtles, ~~tropical-fish ducks, geese, or other canaries or birds of the Psittacine family~~, and other similar animals commonly kept as household pets, may be kept upon any parcel in any zoning district where the principal use upon the parcel is residential use, so long as such animals do not constitute a nuisance and are afforded food, care and sanitary facilities.

Section 2: Severability and Validity. If any section, subsection, sentence, clause, or phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Newark hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful or otherwise invalid.

Section 3: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The What's Happening Tri City Voice, a newspaper of general circulation published and printed in the City of Fremont, County of Alameda and circulated in the City of Newark.

F.2 Authorization for the purchase of two (2) 2019 Dodge Chargers as replacement vehicles for the Police Department from Elk Grove Auto Group and outfitting by Lehr – from Maintenance Supervisor Connolly. (RESOLUTION)

Background/Discussion – The Newark Police Department is in need of two (2) replacement vehicles that have reached the end of their useful lives. The 2018-2020 Biennial Budget and Capital Improvement Plan includes funding for vehicle replacements in the amount of \$100,000 as part of the Equipment Replacement Budget. Authorization is requested to participate in an intergovernmental procurement process for the purchase of two (2) 2019 Dodge Chargers.

An intergovernmental procurement process (also known as a “piggybacking”) is an alternative option to Newark’s formal bidding process. By piggybacking onto another agency’s contract, the City would save the cost and time associated with the formal bid process but be able to be assured of competitive set prices established by another agency’s formal bidding process.

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Elk Grove Auto Group for the purchase of new vehicles. This contract is in effect through April 30, 2020, and includes a provision to allow other agencies to participate.

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City’s requirements for the proposed vehicle purchases.

Based upon the State of California contract with Elk Grove Auto Group, the combined purchase cost for the two vehicles will be \$70,000. The vehicle cost does not include outfitting of the vehicles which is estimated not to exceed \$30,000 combined for both vehicles. The outfitting, by Lehr, is based on specialized vendor quotes for the installation of lights, sirens, window tinting, speakers, antennas, and specialized wiring.

Action - It is recommended that the City Council, by resolution, authorize the purchase of two (2) 2019 Dodge Chargers as replacement vehicles for the Police Department from Elk Grove Auto Group and outfitting by Lehr.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE PURCHASE OF TWO (2) 2019
DODGE CHARGERS AS REPLACEMENT VEHICLES FOR
THE POLICE DEPARTMENT FROM ELK GROVE AUTO
GROUP AND OUTFITTING BY LEHR

WHEREAS, the 2018–2020 Biennial Budget and Capital Improvement Plan includes funding for replacement of two (2) police vehicles that have reached the end of their useful lives; and

WHEREAS, the City of Newark will be participating in an intergovernmental procurement process (also known as “piggybacking”) with Elk Grove Auto Group as the holder of the State of California procurement contract to purchase two (2) new 2019 Dodge Chargers at a total combined cost of \$70,000; and

WHEREAS, the two (2) proposed replacement vehicles will require equipment outfitting, by Lehr, based on quotes not to exceed a combined total cost of \$30,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the purchase of two (2) 2019 Dodge Chargers as replacement vehicles for the Police Department from Elk Grove Auto Group and outfitting by Lehr.

F.3 Amendment to Resolution No. 10755, Police Recruiting Incentive Program, adding a lateral leave incentive and approving a budget amendment – from Police Chief Carroll. (RESOLUTION)

Background/Discussion – The Newark Police Department has been hiring officers continuously for the past several years and anticipates that these efforts will continue over the next few years. Due to the limited pool of qualified applicants, police departments must offer incentives to attract the best possible candidates.

A Police Recruiting Incentive Program was presented and approved by City Council on March 8, 2018. This program currently includes the following hiring incentives:

1. Reimbursement for moving expenses which includes actual moving and initial rent expenses up to \$2,500 in cases where employee lives further than 75 miles from the City of Newark and relocates within 30 miles of the city, or the employee lives further than 50 miles away from the City of Newark and moves into the city.
2. Reimbursement for police academy costs. Newly hired police officers who have completed the academy within one year of hire and who have not yet been employed by another agency as a police officer will be eligible to be reimbursed for all out of pocket academy tuition and related costs. The academy graduate must provide evidence of his/her expenses and the reimbursement is limited to \$2,500.
3. A \$500 referral fee to Newark Police Department employees who refer a candidate to the City. Payment of the referral fee is contingent upon the recommended candidate completing probation.

The department has since identified the need to add a lateral leave incentive. This incentive would allow the Chief of Police, at his or her discretion, to grant lateral hires a one-time vacation and/or sick leave credit adjustment. Their tenure as a police officer at his or her previous employer will be considered in determining the number of hours awarded. A maximum of 120 hours of vacation and 100 hours of sick leave will be allowed. The addition of a lateral leave incentive will allow the department to be more competitive in attracting police officers from other agencies who will bring years of experience and knowledge with them.

Staff estimates that this program will cost up to a maximum of \$13,000 per year and requests that the 2018-2020 Biennial Budget be amended to provide funding.

Attachment

Action - It is recommended that the City Council, by resolution, approve the amendment of Resolution No. 10755, Police Recruiting Incentive Program, to add a lateral leave incentive and a budget amendment to the 2018-2020 Biennial Budget for Fiscal Year 2018-2019.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AMENDMENT TO RESOLUTION NO. 10755, POLICE RECRUITING INCENTIVE PROGRAM, ADDING A LATERAL LEAVE INCENTIVE AND APPROVING A BUDGET AMENDMENT TO THE 2018-2020 BIENNIAL BUDGET FOR FISCAL YEAR 2018-2019

WHEREAS, the Newark Police Department has been hiring officers continuously for the past several years and anticipates our efforts will continue for the next few years; and

WHEREAS, due to the limited pool of qualified applicants, police departments must offer incentives to attract the best possible candidates; and

WHEREAS, a Police Recruiting Incentive Program was presented and approved by City Council on March 8, 2018, which included reimbursement for moving expenses and police academy costs, as well as a referral fee; and

WHEREAS, the department has since identified the need to add a lateral leave incentive which would allow the Chief of Police, at his or her discretion, to grant lateral hires a one-time vacation and/or sick leave credit adjustment based on their tenure; and

WHEREAS, a maximum of 120 hours of vacation and 100 hours of sick leave will be allowed; and

WHEREAS, the addition of a lateral leave incentive will allow the department to be more competitive in attracting experienced police officers from other agencies who will bring years of experience and knowledge with them;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve an amendment to Resolution No. 10755, Police Recruiting Incentive Program, adding a lateral leave incentive as follows:

Lateral leave incentive – At the discretion of the Chief of Police, lateral hires will be eligible for a one-time vacation and/or sick leave credit adjustment based on their tenure. A maximum of 120 hours of vacation leave and/or 100 hours of sick leave will be allowed.

BE IT FURTHER RESOLVED that the 2018-2020 Biennial Budget for Fiscal Year 2018 -2019 be amended as follows:

From:	010-0000-2991	Unallocated Fund Balance	\$13,000
To :	010-1030-5480	Other Charges	\$13,000

F.4 Award of contract to Law Dogs for Police Canine services for the Newark Police Department and approving an amendment to the 2018-2020 Biennial Budget - from Police Lieutenant Kimbrough. (RESOLUTION)

Background/Discussion – The Newark Police Department has operated a Canine Unit continuously since the mid-1990's. Police canines are specifically trained to assist officers in locating and apprehending suspects and may also be trained to search for narcotics or assist in tracking persons. After the retirement of two Police canines earlier this year, the Newark Police Department researched potential vendors who could assist with the evaluation and selection of canines as well as provide the necessary Police canine training.

In accordance with the City's Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Proposals (RFP) for professional canine selections and training. The RFP specified that selection would be based on quality and completeness of submissions as well as the vendor's experience and expertise.

Proposals were received from Myers Police K9 Training (Chico), Witmer-Tyson Imports (La Honda), Top Dog Police K9's (Modesto), and Law Dogs (Sacramento). Upon initial review of the proposal received by Myers Police K9 Training, it was determined that they did not meet the criteria outlined in the RFP.

On September 17, 2018, staff conducted site visits, which included interviews and demonstrations, of the three remaining qualified vendors. Staff members included a Police Officer, Police Sergeant, Police Lieutenant, and a Police Captain from the Newark Police Department; a Sergeant from the Fremont Police Department, and a Deputy Sheriff from the Alameda County Sheriff's Office. Of the six, two were former K9 handlers, two are current K9 handlers, and two are members of the Newark Police Department's Command Staff.

Staff evaluated and ranked all proposals received based on the completeness and responsiveness of their RFP, the site visits conducted, costs, and risk management. Law Dogs was selected based on their ability to exceed Peace Officer Standards and Training (POST) requirements, canine selections and training philosophy, training facility, expertise, and cost.

Staff is recommending the approval of a Contractual Services Agreement with Law Dogs for the selection of two Police canines and training. The cost for Police canines varies depending on the breed and available selection at the time of purchase. The current price is \$9,300-\$12,500 per dog and the initial first year training for both canines is \$26,000. Funding in the amount of \$30,000 was originally budgeted in Equipment Replacement for the purchase of two Police canines and initial first year training for Fiscal Year 2018-2019. Staff requests that the 2018-2020 Biennial Budget for Fiscal Year 2018-2019 be amended to include an additional \$21,000 to cover the cost of this contract.

Attachment

Action – It is recommended that the City Council, by resolution award a contract with Law Dogs for Police canine services for the Newark Police Department and a budget amendment to the 2018-2020 Biennial Budget for Fiscal Year 2018-2019.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AWARDING A CONTRACT TO LAW DOGS FOR
POLICE CANINE SERVICES FOR THE NEWARK POLICE
DEPARTMENT AND A BUDGET AMENDMENT TO THE
2018- 2020 BIENNIAL BUDGET FOR FISCAL YEAR 2018-
2019

WHEREAS, the Newark Police Department has operated a Canine Unit continuously since the mid 1990's; and

WHEREAS, police canines are specifically trained to assist officers in locating and apprehending suspects and some may also be trained to search for narcotics or assist in tracking persons; and

WHEREAS, after the retirement of two Police canines earlier this year, the Newark Police Department researched potential vendors who could assist with the evaluation and selection of canines, as well as provide the necessary Police canine training; and

WHEREAS, staff prepared and initiated an open and competitive Request for Proposals (RFP) which specified that selection would be based on quality and completeness of submissions as well as the vendor's experience and expertise; and

WHEREAS, the three qualified vendors were evaluated and ranked based on staff conducted site visits, which included interviews and demonstrations; and

WHEREAS, Law Dogs was selected based on their ability to exceed Peace Officer Standards and Training (POST) requirements, canine selections and training philosophy, training facility, expertise, and cost;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve an award of contract to Law Dogs for the selection of two Police canines and training.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby amends the 2018-2020 Biennial Budget for Fiscal Year 2018-2019 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	010-0000-2991	Unallocated Fund Balance	\$21,000
To:	711-9710-7053-PD	Equipment Replacement	\$21,000

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 25TH day of OCTOBER, 2018 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **STEVEN BREWER (LAW DOGS)**, AN INDEPENDENT CONTRACT ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: **SELECTING TWO POLICE CANINES AND PROVIDING THE P.O.S.T (POLICE OFFICERS STANDARDS AND TRAINING) BASIC POLICE CANINE COURSE AS WELL AS 16 HOURS OF MONTHLY MAINTENANCE TRAINING FOR TWO POLICE CANINE TEAMS.**

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays

shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Twenty Six Thousand, and No/100 Dollars (\$26,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

City of Newark

Attn: Misa Leal

37101 Newark Blvd.

Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing,

Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

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

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

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

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

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

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

All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

C. **Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant

shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

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

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

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

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

A. **Verification of Coverage.**

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

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

CITY OF NEWARK

Attn: Risk Manager

37101 Newark Boulevard

Newark, CA 94560

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

C. Minimum Limits of Insurance.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.
2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

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

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

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

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

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

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

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

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

company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

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

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

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

16. TERM/TERMINATION.

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

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

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

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

(Law Dogs)

CITY OF NEWARK

Steven Brewer

CAPT. J. ARGUELLO

Consultant

Administrator

Address: ___1607 Spring Valley Dam Lane ___ City of Newark
Colfax, CA 95713 _____ Attn: Capt. J. Arguello
530-305-1612 _____ 37101 Newark Boulevard
_____ Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK, _____

a municipal corporation _____

By _____

City of Newark

Date 10/00/18 _____

By _____

Consultant

Date _____

Steven Brewer _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Exhibit "A"

Services

Law Dogs ("Consultant") hereby agrees to provide the City of Newark ("City" or "Newark Police Department") with services and assistance with the selection of its two (2) canines suitable for police work in the following areas:

1. Obedience on and off lead
2. Agility Course work
3. Building Searching
4. Field Searching
5. Article Searching
6. Narcotics Detection
7. Tracking/ Trailing
8. Protection / Apprehension

Consultant is responsible for assisting with the selection of the canines while the City of Newark ("City") is responsible for the purchase of the canines.

City will provide all the necessary equipment for training.

Consultant agrees to provide a P.O.S.T. (Police Officers Standards and Training) approved Basic K9 handler Course of forty (40) hours per week for sixteen (16) weeks maximum and twelve (12) weeks minimum depending on K9 team performance.

Training will take place in the vicinity of Sacramento, and West Sacramento and other locations deemed appropriate by the Consultant after receiving input from City. Consultant agrees to utilize training methods accepted within the profession and designed to meet or exceed California P.O.S.T. standards.

After completion of the Basic Handler Course, Consultant will provide eight (8) hours of Maintenance Training twice a month for a total of sixteen (16) hours of training.

City agrees Maintenance Training will be conducted at a mutually agreeable location in the Sacramento Area and that transportation of canine and handler are necessary to facilitate the mandated training.

City agrees to provide Consultant with a complete copy of the Newark Police Department's written policy on the use of police dogs. Consultant agrees that he has no authority or discretion to create or modify the policy for the Newark Police Department and that each police service dog shall be trained to perform according to the policy of the Newark Police Department. Under no circumstance will Consultant be considered a "Policy-Maker" for the City. The City and its handler(s) further agree that the dog(s) selected will only be used in accordance with the training provided by Consultant and only for the purpose stated in the Newark Police Department's written policy.

EXHIBIT B

PAYMENT

Cost for the Basic Handler Course as outlined by Contractor is:

Ten Thousand Dollars (\$10,000.00) per handler

Cost for Monthly K9 Maintenance Training:

Two Hundred and Fifty Dollars (\$250.00) per Canine

Total expense for the First Year of the agreement is Twenty Six Thousand Dollars (\$26,000.00).

EXHIBIT C

QUALIFICATIONS

SEE ATTACHED PROPOSAL



1607 Spring Valley Dam Lane
Coffax, CA 95713

530-305-1612
lawdogs@infostations.com

PROPOSAL

August 8, 2018

S&L Brewer Enterprises (dba Law Dogs) will provide basic training and maintenance training for the canine unit of The Newark Police Department. Basic training will consist of on and off leash obedience, tactical obedience, agility course training, protection/control training, evidence search, building search, field search, scent theory, narcotic or explosive detection, vehicle retention, felony vehicle stops and felony vehicle clearing.

Basic training will take a maximum of four months, however, depending on the skills of the handler, and the time needed for conditioning of the canine, this time can be reduced to three months.

Maintenance training should occur two to four times per month for a total of sixteen hours. Additional maintenance training time *may be necessary* for explosive detection or narcotic detection, depending on the performance level of the canine/officer team. Most often, training issues in the detection area can be corrected during normal maintenance training time.

Basic training will be accomplished at two law enforcement facilities. These facilities are located in Sacramento and West Sacramento. During basic training, it will be necessary to train in other locations which are often used by Law Dogs training groups. This is necessary due to a training issue know as Area Generalization where the dog performs to an acceptable standard at the training grounds but will not perform as well when introduced to a new environment.

Steve Brewer, CEO



Law Dogs, Inc.

STEVEN BREWER
1607 Spring Valley Dam Lane
Coffax, CA 95713
(530) 305-1612

EXPERTISE 27 years Law Enforcement, Police Officer
18 years Explosive Ordnance Disposal Technician
Criminal Law and Penal Code Enforcement
Expert Witness Testimony, Hearing and Court Trial Experience
49 years Police Canine Training and Deployment
Conflict Resolution & Negotiations Techniques
POST Certified Canine Evaluator
POST Commission panel member for police canine training standards

CERTIFICATES **Alternative Dispute Resolution Certificates**
Arbitration, Mediation, Negotiations, Advocacy

Teaching Credential (limited) Post Secondary Education
Criminal Justice, State of California

Post Certificates of Training
Basic, Intermediate, Advanced

EMPLOYMENT HISTORY

Police Officer, Explosive Ordnance Disposal Technician	1969-1996
Canine Training Supervisor Sacramento Police Department, Sacramento, CA	1976-1996
Police Dog Trainer-Private Contractor	1975-Current
Explosive Search and Disposal-Private Contractor	1995-Current
Community Educator- Contract Instructor in Criminal Justice Los Rios Community College District	1980-Current
Law Dogs, Inc. CEO	2006-Current

BACKGROUND **EDUCATION**
Alternative Dispute Resolution Certification
ADR Group International- Sacramento
Bachelor of Arts Degree in Criminal Justice
California State University, Sacramento
Hazard Devices, Explosive Ordnance Disposal, Terrorism, Bombings and Investigations
United States Federal Bureau of Investigations
United States Army Missile and Munitions Center
Huntsville, Alabama
International Association of Bomb Technicians and Investigators

PROFESSIONAL AFFILIATIONS **Sacramento Police Officers Association (Charter Member)**
Western States Police Canine Association (Life Time Member)

REFERENCES Available upon request



1607 Spring Valley Dam Lane
Colfax, CA 95713

530-305-1612
lawdogs@infostations.com

August 8, 2018

REFERENCES

Sergeant Frank Piro
Vacaville Police Department
707-330-5719

Sergeant Roger Kinney
West Sacramento Police Department
916-271-1416

Sergeant Josh Dobson
Sacramento Police Department
916-724-9110

Sergeant Frank Ritter
Woodland Police Department
916-225-1199



1607 Spring Valley Dam Lane
Colfax, CA 95713

530-305-1612
lawdogs@infostations.com

FEE SCHEDULE

August 8, 2018

Basic Training per canine team will be \$10,000.00

Maintenance Training per team will be \$250.00 per month

F.5 Update on the new Newark Civic Center and approval of a Stipend Agreement in the Request for Proposals for Design-Build Services for the new Civic Center – from Chief Building Official/City Architect Collier. (MOTION)

Background/Discussion – On April 19, 2018, City Council accepted the conceptual design of the new Civic Center and authorized Heller Manus Architects to proceed with the development of the bridging documents. Project Manager, Ray Collier, will update the Council on the progress to date at the City Council meeting.

It is anticipated that the Request for Proposals (RFP) for design-build services will be issued on October 26, 2018. As discussed at previous City Council meetings the design-build model of project delivery is very different from the design-bid-build model the City has used since the City was formed in 1955. The design-bid-build model can, and often does, lead to big fluctuations in bid amounts, costly change orders, and litigation. The design-build model significantly reduces these types of construction issues.

The design-build model requires a considerable investment from proposers in order to complete the RFP process. To attract quality contractors that have demonstrated history of delivering successful and litigation free projects, staff is recommending that the City provide incentives. The City will be employing two industry standard processes. First, design-build entities have been prequalified and ranked and only the top three have been invited to submit proposals. The second is to provide a stipend to the two design-build entities that submitted responsible and responsive proposals but were not selected.

Stipends are an industry standard utilized by government agencies with amounts ranging from 0.01 percent to 0.25 percent of the construction budget. Staff is proposing setting the stipend at \$50,000 for each unsuccessful proposer. With the Civic Center construction budget set at \$64 million the \$50,000 stipend equals 0.08 percent of the construction budget. The stipend will cover a portion, but not all, of the proposer's costs which includes design, concept and technical proposals in addition to cost estimating. The funding for the stipend would come from the existing budget for the Civic Center project.

The City will require a signed stipend agreement with each of the two unsuccessful proposers giving the City rights to all proposal documents including any enhancements and innovative concepts included in their proposals. The description of the stipend will be included in the RFP and the stipend agreement will be signed by the City Manager. The stipend will be issued to the unsuccessful proposers who submitted responsible and responsive proposals.

Action - It is recommended that the City Council, by motion, approve the \$50,000 stipend in the Request for Proposal for Design-Build Services for the Newark Civic Center and authorize the City Manager to execute the Stipend Agreement and issue the stipend to the two unsuccessful proposers that submit responsible and responsive proposals.

F.6 Declaration of opposition to Proposition 6, the Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative, on the November 2018 ballot – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion - The initiative to repeal Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, through a constitutional amendment was successful in getting enough signatures to qualify for the November 2018 ballot and will appear as Proposition 6 – Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative. A “yes” vote would support this initiative to repeal fuel tax increases and vehicle fees enacted with SB1 and would require voter approval via ballot propositions for the California State Legislature to impose, increase, or extend fuel taxes or vehicle fees in the future. A “no” vote opposes this initiative to keep the fuel tax increases and vehicle fees enacted with SB1 and would allow the state legislature to continue to impose, increase, or extend fuel taxes or vehicle fees through a two-thirds vote of each chamber, without voter approval.

If approved this November, Proposition 6 would negatively impact every facet of the Bay Area’s transportation system. Action to meet California’s transportation funding challenges was long overdue with the State’s last adjustment to the gas tax in 1994. From 1994 until 2017, the backlog in needed repairs for local roads and highways increased to \$137 billion. With the passage of SB1, California joined the ranks of 38 states that have passed legislation to raise their own gas taxes since 1993, the last time Congress raised the federal gas tax.

As noted in an informational article in the Fall 2018 issue of the Newark News, the City is projected to receive approximately \$9 million over the next 10 years from SB1. Newark will receive over \$1M between fiscal year 2017-2018 (a partial year of funding from this new source) and fiscal year 2018-19. These funds will be used for a substantial expansion of the asphalt concrete overlay program and the concrete curb, gutter and sidewalk repair program. Future projects likely to be funded at least in part by SB1 include these annual maintenance projects as well as larger critical neighborhood projects such as the Lindsay Tract Street and Storm Drainage Improvements. SB1 is anticipated to generate over \$5 billion annually with \$1.5 billion allocated specifically to cities and counties to maintain local streets and roads. Without SB1 funding, the region’s Pavement Condition Index (PCI), a 0 to 100 scale, is forecast to drop from a “fair” score of 67 to an “at risk” level of 57 by 2027. Newark’s PCI has been holding steady at 76 and is currently projected to climb with this additional SB1 funding. However, a similar decrease would be expected without SB1 funding.

SB1 includes public accountability and transparency requirements to allow members of the public to review how the funds are spent. As an example, SB1 requires that cities and counties adopt project lists at the beginning of each fiscal year and provide year-end reporting on completed projects. Other accountability provisions ensure these funds are used only for transportation improvements and that the funds cannot be diverted for non-transportation purposes. Proposition 69 – the constitutional protection measure that accompanied the passage of SB1 – was approved by voters in June 2018 (81.3%) and ensures that the revenues from SB1

that were not already protected by the constitution are dedicated and protected for transportation purposes.

The Alameda County Transportation Commission and Metropolitan Transportation Commission have taken positions in opposition to Proposition 6 along with the League of California Cities, the California State Association of Counties, many cities and counties statewide, and a long list of environmental, social justice, transportation/infrastructure, public safety, business, labor, and public interest organizations.

Attachment

Action - It is recommended that the City Council, by resolution, declare opposition to Proposition 6, the Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative, on the November 2018 ballot.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK DECLARING OPPOSITION TO PROPOSITION 6,
THE VOTER APPROVAL FOR FUTURE GAS AND VEHICLE
TAXES AND 2017 TAX REPEAL INITIATIVE, ON THE
NOVEMBER 2018 BALLOT

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive, bike or walk to school, work and other destinations, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating at an increasing rate; and

WHEREAS, California has more than 1,600 bridges and overpasses that are structurally deficient and unsafe and 89% of counties have roads that are in 'poor' or 'at-risk' condition; and

WHEREAS, according to the National Highway Traffic Safety Association, there were more than 3,600 fatalities on California roads in 2016, with poor road conditions as a major factor in vehicle collisions and accidents; and

WHEREAS, Proposition 6, the Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative, would eliminate more than \$52 billion over the next 10 years in existing transportation funding through Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, including the \$15 billion in direct apportionments, and \$11 billion in available competitive grant funding, to cities and counties statewide; and

WHEREAS, Proposition 6 would stop funding for more than 6,500 transportation improvement projects currently underway or planned in every California community; and

WHEREAS, Proposition 6 would jeopardize public safety by eliminating thousands of projects to fix unsafe bridges and overpasses, repair crumbling and unsafe roads, and enhance pedestrian and bicycle safety; and

WHEREAS, Proposition 6 would result in a loss of more than \$800,000 in transportation funds annually dedicated to the City of Newark, and halt critical investments from SB1 in future transportation improvement projects in our community, including:

- Annual Street Pavement Maintenance Projects
- Annual Sidewalk Curb and Gutter Repair Projects
- Lindsay Tract Street and Storm Drainage Improvements; and

WHEREAS, voters overwhelmingly passed Proposition 69 in June thereby ensuring transportation funds can only be used for transportation purposes and the State and local governments are accountable to taxpayers; and

WHEREAS, Proposition 6 would eliminate transportation revenues that are accountable to taxpayers, can't be diverted or borrowed, and that voters overwhelmingly dedicated to fixing our roads.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby opposes Proposition 6 on the November 2018 ballot; and

BE IT FURTHER RESOLVED, that the City of Newark can be listed as a member of the No on Proposition 6 coalition, a diverse coalition of local governments, public safety organizations, business, labor, environmental leaders, transportation advocates and other organizations throughout the State.



City of Newark

MEMO

DATE: October 15, 2018
TO: City Council
FROM: Sheila Harrington, City Clerk *SH*
SUBJECT: Approval of Audited Demands for the City Council Meeting of October 25, 2018.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
October 04, 2018	Page 1-2	115858 to 115917	Inclusive
October 12, 2018	Page 1-2	115918 to 115993	Inclusive



City of Newark

MEMO

DATE: October 15, 2018

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager

A handwritten signature in blue ink, appearing to be 'K. Lee', written over the name 'Krysten Lee'.

SUBJECT: Approval of Audited Demands for the City Council Meeting of October 25, 2018.

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

1

Final Disbursement List. Check Date 10/04/18, Due Date 10/15/18, Discount Date 10/15/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115858	10658	4LEAF, INC.	10/04/18	247.14	PLAN REVIEW SERVICES
115859	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	10/04/18	1,432.02	PAYROLL - SHORT TERM DISABILITY PREMIUM
115860	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	10/04/18	845.00	FLEET MAINTENANCE
115861	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	10/04/18	3,738.42	AWS ACCESS FEE
115862	5821	ALL CITY MANAGEMENT SERVICES, INC	10/04/18	837.90	CROSSING GUARD SVCS
115863	14	ALPINE AWARDS	10/04/18	2,183.93	TSHIRTS AND UNIFORMS
115864	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	10/04/18	154.50	FLEET SUPPLIES BATTERIES
115865	9680	BAY CENTRAL PRINTING	10/04/18	63.78	BUSINESS CARD IMPRINTING
115866	11550	CAL ENGINEERING & GEOLOGY, INC.	10/04/18	9,581.75	CIP #1192 SPORTSFIELD TURF FIELDS AND #1
115867	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	10/04/18	4,594.01	TRAFFIC SIGNAL MAINTENANCE
115868	6304	CLASSIC GRAPHICS T & J LEWIS INC	10/04/18	1,081.82	FLEET MAINTENANCE
115869	10060	COMCAST	10/04/18	213.74	CABLE SVCS
115870	10650	BOSCO VEGA	10/04/18	1,000.00	DANCE PERMIT REFUND
115871	10649	CONNIE HUANG	10/04/18	100.00	TREE REMOVAL PERMIT #2018T43 REFUND
115872	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	10/04/18	106.25	PUBLISH LEGAL ADS
115873	41	DALE HARDWARE	10/04/18	588.57	FLEET SUPPLIES
115874	7631	DELTA DENTAL	10/04/18	14,178.29	DENTAL PREMIUM - SEPT'18
115875	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	10/04/18	437.13	DENTAL PREMIUM - SEPT'18
115876	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	10/04/18	99.70	CA STATE CASP FEES (SB1186)
115877	4731	EWING IRRIGATION PRODUCTS INC	10/04/18	213.82	IRRIGATION SUPPLIES
115878	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	10/04/18	1,781.76	VISION PREMIUM
115879	10642	FASTENAL COMPANY	10/04/18	147.83	MISC PARK SUPPLIES
115880	522	FEDEX	10/04/18	119.73	FLEET SHIPPING
115881	1733	FIRST BAPTIST CHURCH	10/04/18	80.00	PAYROLL DEDUCTION - DONATION SEPT'18
115882	11112	FREMONT CHRYSLER DODGE JEEP RAM	10/04/18	288.43	FLEET PARTS
115883	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	10/04/18	64.86	FLEET SUPPLIES
115884	11571	GEOCON CONSULTANTS, INC.	10/04/18	160.00	FINALIZATION OF SOILS REPORT FOR NEW CIV
115885	11655	GOVERNMENT TAX SEMINARS, LLC. ATTN: DUST	10/04/18	395.00	2018 GOVERNMENT TAX SEMINAR
115886	3228	GRAINGER	10/04/18	42.10	SILLIMAN BUILDING SUPPLIES
115887	10707	GYM DOCTORS	10/04/18	150.00	MONTHLY GYM MTC.
115888	11638	CHRISTOPHER HO	10/04/18	2.73	EXPENSE REIMBURSEMENT
115889	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	10/04/18	1,620.84	MISC BUILDING SUPPLIES
115890	11468	DEJUAN JOHNSON	10/04/18	1,611.36	EXPENSE REIMBURSEMENT
115891	11492	KIER & WRIGHT CIVIL ENGINEERS AND SURVEY	10/04/18	5,901.45	CIP #1220 SKATE PARK AND CIP #1221 SPORT
115892	293	LANGUAGE LINE SERVICES INC	10/04/18	271.89	INTERPRETATION SVCS
115893	11327	BENICIA POLICE DEPARTMENT ATTN: PATTI BA	10/04/18	220.00	COMM ENG; VOLUNTEER CONF
115894	11647	LYNDA LEE	10/04/18	6.87	EXPENSE REIMBURSEMENT
115895	80	LYNN PEAVEY COMPANY	10/04/18	269.06	EVIDENCE SUPPLIES
115896	11467	SOFIA MANGALAM	10/04/18	13.92	EXPENSE REIMBURSEMENT
115897	7618	METLIFE SBC	10/04/18	1,766.58	LONG TERM DISABILITY PREMIUM
115898	11357	MISSION UNIFORM SERVICE	10/04/18	1,847.73	MATS, TOWELS AND UNIFORMS
115899	6	KAREN MORAIDA	10/04/18	20.36	EXPENSE REIMBURSEMENT
115900	349	PACIFIC GAS & ELECTRIC	10/04/18	18,554.14	CITY ELECTRICITY AND GAS
115901	11322	PAPA JOHNS PIZZA	10/04/18	546.50	PIZZAS FOR PARTIES
115902	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	10/04/18	125.00	PEST CONTROL
115903	11346	PHAN'S SMOG STATION	10/04/18	200.00	SMOG TESTS
115904	11591	PORTER RENTS, LLC.	10/04/18	1,206.58	FORKLIFT RENTAL
115905	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	10/04/18	614.94	CIVIC CENTER LARGE FORMAT PRINTS
115906	11578	ROBERT MOWAT ASSOCIATES	10/04/18	7,040.00	DOG PARKS DESIGN SERVICES (BIRCH GROVE A
115907	11074	RUTAN & TUCKER LLP	10/04/18	967.90	LITIGATION & LEGAL CONSULTING SRVCS
115908	112	WILLE ELECTRICAL SUPPLY CO INC	10/04/18	181.83	LIGHT BULBS

Final Disbursement List. Check Date 10/04/18, Due Date 10/15/18, Discount Date 10/15/18. Computer Checks.

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115909	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	10/04/18	175.00	DNS AND MAIL FILTERING
115910	9381	SCHINDLER ELEVATOR CORPORATION	10/04/18	1,487.61	ELEVATOR CONTRACTUAL SVCS
115911	11181	BRIAN SIMON	10/04/18	1,977.91	EXPENSE REIMBURSEMENT
115912	1683	S.B.R.P.S.T.C.	10/04/18	235.00	PATROL POST TRAINING
115913	40	STAPLES ADVANTAGE DEPT LA	10/04/18	1,682.96	OFFICE SUPPLIES
115914	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	10/04/18	5,849.32	VEST REPL APPR#2019-11
115915	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	10/04/18	261.24	PAYROLL PREMIUM - E0246926
115916	853	VALLEY OIL COMPANY LOCKBOX# 138719	10/04/18	1,033.65	FUEL
115917	5623	VERIZON WIRELESS	10/04/18	4,687.03	CELL SVC FOR MDT'S
Total				105,306.88	

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Final Disbursement List. Check Date 10/12/18, Due Date 10/22/18, Discount Date 10/22/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115918	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	10/12/18	290.00	PATROL POST TRAINING
115919	344	ALAMEDA COUNTY WATER DISTRICT	10/12/18	1,620.90	WATER FOR SWEEPER TRUCK
115920	12	ALLIED AUTO STORES INC	10/12/18	128.42	FLEET PARTS
115921	11362	ANNETTE PAREDES	10/12/18	24.95	EXPENSE REIMBURSEMENT
115922	9680	BAY CENTRAL PRINTING	10/12/18	119.75	BUSINESS CARDS
115923	3473	BEHAVIORAL ANALYSIS TRAINING, INC.	10/12/18	481.00	PATROL POST TRAINING
115924	23	FRANK BONETTI PLUMBING INC	10/12/18	3,525.00	PLUMBING SERVICES
115925	11083	BURKE, WILLIAMS & SORENSEN, LLP	10/12/18	2,507.97	LITIGATION & LEGAL CONSULTING
115926	882	C.L.E.A.R.S., INC AUDREE LUEVANO, CLEARS	10/12/18	550.00	CLEARS CONFERENCE
115927	11550	CAL ENGINEERING & GEOLOGY, INC.	10/12/18	2,565.75	GEOTECH CONSULTING SERVICES
115928	10762	CALIFORNIA BUILDING STANDARDS COMMISSION	10/12/18	3,132.00	BUILDING STANDARDS FEES
115929	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	10/12/18	10,157.02	STRONG MOTION/SEISMIC MAPPING FEES
115930	7898	CALIFORNIA DIESEL & POWER	10/12/18	400.00	FLEET MAINTENANCE
115931	7439	CENTERVILLE LOCKSMITH	10/12/18	7.68	FLEET LOCKS AND KEYS
115932	11498	CINDY CHIEN	10/12/18	12.64	EXPENSE REIMBURSEMENT
115933	1380	CHRISP COMPANY	10/12/18	1,566.20	RETENTION PAYMENT FOR 16-18 CITYWIDE THE
115934	6304	CLASSIC GRAPHICS T & J LEWIS INC	10/12/18	38.41	FLEET SUPPLIES
115935	3751	BRYAN COBB	10/12/18	100.83	EXPENSE REIMBURSEMENT
115936	10793	SHRI GURU RAVIDAS SABHA BAY AREA	10/12/18	300.00	RENTAL DEPOSIT REFUND
115937	10793	LORENZO VIRI	10/12/18	300.00	RENTAL DEPOSIT REFUND
115938	10793	ERICA GUERRERO	10/12/18	100.00	RENTAL DEPOSIT REFUND
115939	10793	KAVITA AGRAWAL	10/12/18	100.00	RENTAL DEPOSIT REFUND
115940	10794	DUKE DE LEON	10/12/18	240.00	VIDEO RECORDING SERVICES
115941	5012	DLT SOLUTIONS, LLC	10/12/18	1,091.95	AUTOCAD ADDITIONAL MULTI-USER LICENSE
115942	11015	EAST BAY LAWN MOWER	10/12/18	227.92	LAWN MOWER MAINTENANCE
115943	11166	ELESCO	10/12/18	787.50	SILLIMAN MAINTENANCE
115944	10725	MICHAEL TAYLOR	10/12/18	684.15	EE COMPUTER LOAN PROGRAM
115945	10642	FASTENAL COMPANY	10/12/18	9.24	BUILDING SUPPLIES
115946	522	FEDEX	10/12/18	66.50	PACKAGE DELIVERY
115947	5106	CITY OF FREMONT REVENUE DIVISION	10/12/18	3,602.72	SACGISA
115948	11112	FREMONT CHRYSLER DODGE JEEP RAM	10/12/18	15.19	FLEET PARTS
115949	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	10/12/18	241.44	FLEET SUPPLIES
115950	10983	G BORTOLOTTO & CO INC	10/12/18	159,339.70	CIP #1179 AND #1227 ASPHALT CONCRETE OVE
115951	11636	JESSICA GURULE	10/12/18	11.88	EXPENSE REIMBURSEMENT
115952	4898	DUNCAN HALL	10/12/18	385.63	RIMSCON 10/16-10/19/18
115953	167	HARRIS COMPUTER SYSTEMS	10/12/18	3,393.89	ANNUAL HARRIS SELECT SUPPORT
115954	11553	HELLER MANUS ARCHITECTS	10/12/18	389,373.65	DESIGN SERVICES FOR CIVIC CENTER
115955	4572	JOHN HERSCHEL	10/12/18	123.10	EXPENSE REIMBURSEMENT
115956	10663	HOSE & FITTING ETC	10/12/18	40.02	FLEET SUPPLIES
115957	3866	JAM SERVICES INC	10/12/18	5,818.95	CIP #1225 TRAFFIC SIGNAL PARTS
115958	11540	JANSSSEN'S PLACE AUTO BODY	10/12/18	1,193.76	VEHICLE BODY REPAIR
115959	6690	KELLY MOORE PAINTS	10/12/18	225.05	PAINT FOR BUILDINGS
115960	10486	SHAKATI KHALSA	10/12/18	410.50	RECREATION CONTRACT
115961	7964	KNORR SYSTEMS INC	10/12/18	170.00	SILLIMAN MAINTENANCE
115962	3644	RELX INC. DBA LEXISNEXIS	10/12/18	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
115963	11309	MANUEL FERNANDEZ CONSTRUCTION	10/12/18	440.00	PARK FACILITIES REPAIR WORK
115964	9029	MEYERS NAVE RIBACK SILVER & WILSON	10/12/18	7,670.80	LITIGATION & LEGAL CONSULTING SRVCS
115965	5046	MOTOROLA SOLUTIONS, INC	10/12/18	4,086.17	RADIO FOR PD HUMMER
115966	10886	MUNISERVICES, LLC ATTN: BILLING DEPT.	10/12/18	2,250.00	CAFR STATISTICAL PACKAGE
115967	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	10/12/18	2,143.19	FLEET PARTS
115968	10865	NEW IMAGE LANDSCAPE	10/12/18	14,336.30	PROJECT 1186B PARK AND LANDSCAPE SERVICE

Final Disbursement List. Check Date 10/12/18, Due Date 10/22/18, Discount Date 10/22/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115969	349	PACIFIC GAS & ELECTRIC	10/12/18	56,904.73	STREETLIGHTS AND TRAFFIC SIGNALS
115970	11322	PAPA JOHNS PIZZA	10/12/18	387.00	PIZZAS FOR PARTIES
115971	11658	ARMIN PARAS	10/12/18	3,079.00	RECREATION CONTRACT
115972	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	10/12/18	142.00	PEST CONTROL
115973	329	PHOENIX GROUP INFORMATION SYSTEMS	10/12/18	323.70	PARKING CITATION PROG
115974	11640	PLAN JPA C/O BICKMORE	10/12/18	8,844.58	DEDUCTIBLE COSTS
115975	11591	PORTER RENTS, LLC.	10/12/18	80.44	EQUIPMENT RENTALS
115976	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	10/12/18	192.48	CIVIC CENTER LARGE FORMAT PRINTS
115977	11234	RAY MORGAN COMPANY	10/12/18	2,653.01	COPIER LEASE AGREEMENT
115978	11573	REYES COCA-COLA BOTTLING LLC.	10/12/18	618.12	CAFE AND PARTY DRINKS
115979	112	WILLE ELECTRICAL SUPPLY CO INC	10/12/18	1,500.62	LIGHT BULBS SILLIMAN
115980	11612	ARIEL SAN PEDRO	10/12/18	183.12	EXPENSE REIMBURSEMENT
115981	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	10/12/18	4,930.00	SILLIMAN CONTRACTUAL SVCS
115982	7885	SLOAN SAKAI YEUNG & WONG LLP	10/12/18	1,556.50	LEGAL ADVICE FEES
115983	11297	SOFT RESOURCES LLC	10/12/18	1,137.50	FINANCE SOFTWARE EVALUATION
115984	11133	COMMERCIAL SPEEDOMOTER SERVICES, INC DBA	10/12/18	819.00	FLEET MAINTENANCE
115985	11142	SUN RIDGE SYSTEMS INC	10/12/18	2,750.00	RIMSCON
115986	11396	SWA SERVICES GROUP INC	10/12/18	27,806.60	JANITORIAL
115987	5463	MARY TEIXEIRA	10/12/18	9.27	EXPENSE REIMBURSEMENT
115988	1765	TEMPERATURE TECHNOLOGY INC.	10/12/18	2,656.97	HVAC MAINTENANCE
115989	6797	US BANK CORPORATE PAYMENT	10/12/18	17,066.48	US BANK CC PAYMENT 09/24/18
115990	7517	U S FOODS INC SAN FRANCISCO	10/12/18	2,159.65	CAFE FOOD
115991	5623	VERIZON WIRELESS	10/12/18	1,075.16	VERIZON CELL SERVICE
115992	5623	VERIZON BUSINESS SERVICES	10/12/18	614.32	CELL SVC FOR MDT'S
115993	3245	ZUMAR INDUSTRIES INC	10/12/18	2,533.60	SIGNS AND HARDWARE
Total				766,607.57	