

# CITY OF NEWARK CITY COUNCIL

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

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

## AGENDA

Thursday, February 13, 2020

**A. ROLL CALL**

**B. MINUTES**

- B.1 Approval of Minutes of the City Council meeting of January 23, 2019.  
(MOTION)**

**C. PRESENTATIONS AND PROCLAMATIONS**

**D. WRITTEN COMMUNICATIONS**

**E. PUBLIC HEARINGS**

**F. CITY MANAGER REPORTS**

(It is recommended that Items F.1 through F.5 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 Acceptance of work with Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping – from Senior Civil Engineer Tran.  
(RESOLUTION)**
- F.2 Approval of a Contractual Services Agreement with Maze and Associates to provide Enterprise Resource System Implementation Management and Professional Services to the Finance Department – from Finance Manager Lee.  
(RESOLUTION)**

**F.3 Approval of plans and specifications, acceptance of bid, and award of contract to Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231 – from Assistant City Engineer Imai. (MOTION)(RESOLUTION)**

**F.4 Approval to add one classification of Community Preservation Manager by amending the Employee Classification Plan and the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group; and Approving an Amendment to the City’s Salary Schedule in Conformance with California Code of Regulations, Title 2, Section 570.5 – from Community Development Director Turner and Acting Human Resources Director Que-Garcia. (RESOLUTIONS-2)**

**F.5 Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the City of Union City to share an Emergency Services Coordinator position – from City Manager Benoun. (RESOLUTION)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

**I.1 Declaring a vacancy on the Senior Citizen Standing Advisory Committee and authorizing the City Clerk to post a notice of vacancy – from Mayor Nagy. (MOTION)**

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

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands.**

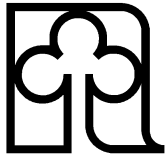
**(MOTION)**

**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, 5<sup>th</sup> 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, February 13, 2020**

### CITY COUNCIL:

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

### CITY STAFF:

*David J. Benoun*  
*City Manager*  
  
*Michael Carroll*  
*Interim Police Chief*  
  
*Soren Fajeau*  
*Public Works Director*  
  
*David Zehnder*  
*Recreation and Community Services Director*  
  
*Helen Que-Garcia*  
*Acting Human Resources Dir.*  
  
*Kristopher J. Kokotaylo*  
*Interim City Attorney*  
  
*Krysten Lee*  
*Finance Manager*  
  
*Steven M. Turner*  
*Community Development Dir.*  
  
*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:

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

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](http://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.



# 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

**Draft**

**Thursday, January 23, 2020**

**A. ROLL CALL**

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

**B. MINUTES**

**B.1 Approval of Minutes of the special and regular City Council meetings of, December 12, 2019 and January 9, 2020. MOTION APPROVED**

Council Member Collazo moved, Council Member Bucci seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

**C. PRESENTATIONS AND PROCLAMATIONS**

**C.1 Introduction of employee.**

Mayor Nagy introduced Community Development Department Administrative Support Special II Lina Tran.

**C.2 Commending Police Officers Fredstrom, Hernandez and Pacheco for their life saving actions.**

Mayor Nagy presented commendations to Police Officers Fredstrom, Hernandez, and Pacheco.

**D. WRITTEN COMMUNICATIONS**

**E. PUBLIC HEARINGS**

**F. CITY MANAGER REPORTS**

Council Member Collazo requested the removal of F.3 for separate consideration.

Council Member Bucci moved, Council Member Hannon seconded, to approve Consent Calendar Items F.1, F.2 and F.4, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

## **CONSENT**

- F.1 Authorization for the purchase of a replacement street sweeper from Owen Equipment and authorizing the City Manager to execute a four-year Master Lease-Purchase Agreement with PNC Equipment Finance, LLC.**  
**RESOLUTION NO. 11017**  
**CONTRACT NO. 20004**
- F.2 Authorization for the purchase of a replacement large area rotary mower from Turf Star, Inc. and authorizing the City Manager to execute the Contractual Equipment and Services Agreement.**  
**RESOLUTION NO. 11018**  
**CONTRACT NO. 20005**
- F.4 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2019/20 for General Revisions and Operating Increases.**  
**RESOLUTION NO. 11019**

## **NONCONSENT**

- F.3 Authorization for the purchase of a replacement front line fire engine (pumper) from Golden State Fire Apparatus, Inc. and authorizing the City Manager to enter into a nine-year Master Lease-Purchase Agreement with PNC Equipment Finance, LLC.**  
**RESOLUTION NO. 11020**  
**CONTRACT NO. 20006**

Council Member Collazo requested that staff explain, for the public, why the fire engine was a City expense instead of an Alameda County Fire Department (ACFD) expense.

City Manager Benoun stated that the City contracts with ACFD for fire services; however the City owns the land, fire stations, and equipment. He stated that there was cost savings to the City to replace and maintain the equipment.

Council Member Collazo moved, Council Member Bucci seconded to, by resolution, authorize the purchase of a replacement front line fire engine (pumper) from Golden State Fire Apparatus, Inc. and authorize the City Manager to execute a nine-year Master Lease-Purchase Agreement with PNC Equipment Finance, LLC. The motion passed, 5 AYES.

**F.5 Authorization for the City to accept the First 5 Alameda County Early Learning Communities Network Grant to develop an Early Learning Action Plan and amending the 2019-2020 Budget. RESOLUTION NO. 11021**

Recreation and Community Services Director Zehnder stated that an Early Learning Action Plan (PLAN) was developed to provide training and support to Spanish-speaking families with young children.

Promotoras leaders Adrianna Lopez and Veronica Torres gave a presentation on the PLAN implementation. (on file with the City Clerk).

Council Member Bucci requested updates on the program as it progresses.

Council Member Hannon suggested resources for the PLAN such as 211, the Alameda County Housing Authority self-sufficiency program, and a certification process for families when they complete the ELAP program.

Council Member Collazo moved, Council Member Bucci seconded, by resolution, authorize the City to accept the First 5 Alameda County Early Learning Communities Network Grant and amend the 2019-2020 Budget. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

At Mayor Nagy's request, Recreation and Community Services Director Zehnder announced that the City was notified that it would receive the 2019 California Park and Recreation Society Award of Excellence for the Mel Nunes Sportsfield Park Synthetic Turf and Skate Park project.

Council Member Collazo complimented the recent Chamber of Commerce event at the Aloft Hotel.

Council Member Bucci congratulated the police officers, who were honored earlier in the meeting, for a job well done.

Council Member Freitas noted that the popularity of the new skatepark. He complimented the tree trimming work on Newark Boulevard.

Council Member Hannon stated that the StopWaste Board decided not to proceed with a food ware ordinance at this time. They will ask businesses to participate in a pilot program to determine best practices and then consider an ordinance. Shop Newark.

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

**K. ORAL COMMUNICATIONS**

Celmira Blea, expressed her displeasure with the recent solid waste collection fee increase. She suggested that the City renegotiate an increase of up to 2.5 percent and not allow automatic increases with future renewals.

**L. APPROPRIATIONS**

**Approval of Audited Demands.**

**MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 119827 to 120020.

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

**M. CLOSED SESSION**

**M.1 Closed session pursuant to Government Code Section 54957  
Public Employee Performance Evaluation  
Title: City Manager.**

At 8:18 p.m. the City Council recessed to a closed session.

At 8:36 p.m. the City Council convened in closed session.

At 9:43 p.m. the City Council reconvened in open session with all Council Members present.

**N. ADJOURNMENT**

Mayor Nagy adjourned the meeting at 9:43 p.m.



**F.1 Acceptance of work with Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping – from Senior Civil Engineer Tran. (RESOLUTION)**

**Background/Discussion** – On September 13, 2018, the City of Newark awarded a contract to Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222. The project installed thermoplastic striping and markings, and replaced missing or damaged pavement markers at various locations throughout the City.

This project was completed within the original budget using Highway Users Tax Account funds.

**Attachment** – Resolution

**Action** – Staff recommends that the City Council, by resolution, accept the work with Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE WORK WITH CHRISP  
COMPANY FOR 2018-2019 CITYWIDE THERMOPLASTIC  
STREET STRIPING, PROJECT 1222

WHEREAS, the City of Newark entered into a contract with Chrisp Company, pursuant to Resolution No. 10,841, for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222, in the City of Newark, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed in conformance with the plans and specifications of the contract hereinabove referred to and the conditions thereof.

NOW, THEREFORE, BE IT RESOLVED that said work is hereby accepted and the City Council does hereby authorize the release of bonds guaranteeing completion of the work, the filing of a Notice of Completion, and payment to the contractor pursuant to the contract.

**F.2 Approval of a Contractual Services Agreement with Maze and Associates to provide Enterprise Resource System Implementation Management and Professional Services to the Finance Department – from Finance Manager Lee.  
(RESOLUTION)**

**Background/Discussion** – On July 25, 2019, the City Council approved a contract with Tyler Technologies (Tyler) for the New World Enterprise Resource System (ERP) to replace the City’s obsolete financial software and related implementation services.

Staff recommends the City Council adopt a resolution to approve a contractual services agreement with Maze and Associates to provide professional assistance with managing day-to-day accounting operations, best practice review, quality assurance testing support, ERP implementation management, and other various financial accounting services in an amount not to exceed \$320,000. A new contractual services agreement with Maze and Associates will ensure not only a successful ERP implementation but also to ensure that the City’s Finance Department has the necessary professional assistance to manage daily operations.

The 2018-2020 Biennial Budget included initial funding of \$1,250,000 for the replacement of the ERP financial management system and was appropriated in the Capital Improvement Program (CIP) project 401-5600-5280-1086. There is currently sufficient funding for this agreement.

**Attachments** – Resolution and Contractual Services Agreement with Maze and Associates.

**Action** – Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contractual services agreement with Maze and Associates in the amount not to exceed \$320,000 to provide Enterprise Resource System implementation management services and professional services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF NEWARK AUTHORIZING THE CITY MANAGER  
TO EXECUTE A CONTRACTUAL SERVICES  
AGREEMENT WITH MAZE AND ASSOCIATES IN  
THE AMOUNT NOT TO EXCEED \$320,000 TO  
PROVIDE ENTERPRISE RESOURCE SYSTEM  
IMPLEMENTATION MANAGEMENT SERVICES AND  
PROFESSIONAL SERVICES

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Maze and Associates for ERP implementation management services and staff augmentation services (the "Agreement"); and

WHEREAS, the City finds that there is an ongoing need for additional implementation management services and necessary staff augmentation services to ensure a successful ERP implementation and provide assurance that the daily finance operations are efficiently managed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute a Contractual Services Agreement with Maze and Associates (on file with City Clerk), in a form approved by the City Attorney, to provide assistance with managing day-to-day accounting operations, best practice review, quality assurance testing support, ERP implementation management, and other various financial accounting services in an amount not to exceed \$320,000.

BE IT FURTHER RESOLVED that the City Manager is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the agreement and to administer the City's obligations, responsibilities and duties to be performed under the agreement.

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of FEBRUARY, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and MAZE & ASSOCIATES, a California corporation ("Consultant"), collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, the City desires to retain a qualified consultant to perform the services generally including accounting services between January 13, 2020 and December 31, 2021.

**WHEREAS**, Consultant has agreed to perform the Services more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "A".

**WHEREAS**, the Consultant has performed work similar to the Services for many California municipalities, and the City has determined that the Consultant has 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 “A”. The payments specified in Exhibit “A” 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 Three Hundred Twenty Thousand Dollars (\$320,000.00) 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 “A” hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit “A”; or, if no manner is specified in Exhibit “A”, 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: Finance Department  
37101 Newark Blvd.  
Newark, CA 94560

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include

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

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services 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 "A". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "A", 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 and equipment which may be required for furnishing Services.

**8. INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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



12. **RESERVED.**

13. **RESERVED.**

14. **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
2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

**C. Minimum Limits of Insurance.**

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:<br>(including products and completed operations, property damage, bodily injury, and personal and advertising injury) | <b>\$2,000,000</b> 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. |
| 2. Automobile Liability:  | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |
| 3. Employer's Liability:  | <b>\$1,000,000</b> per accident for bodily injury or disease.  |
| 4. Errors and Omissions Liability:  | <b>\$1,000,000</b> per occurrence or claim; \$2,000,000 aggregate.   |

**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 14 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 14 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".

**15. 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 19, herein below) 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.

**16. 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.

In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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.

**17. 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.

**18. 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 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. 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.

**19. CONTRACT ADMINISTRATION.** This Agreement shall be administered by **KRYSTEN LEE** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

**20. 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:

**CONSULTANT**

Address: Maze and Associates  
Attn: Katherine Yuen  
3478 Buskirk Ave., Suite 215  
Pleasant Hill, CA 94523

**CITY OF NEWARK**

City of Newark  
Attn: Krysten Lee  
37101 Newark Boulevard  
Newark, CA 94560

**21. 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.

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

**23. 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.

**24. 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.

**25. 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.

**26. 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.

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

**28. 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.

**29. 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.

**30. 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.

**31. 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

MAZE AND ASSOCIATES,  
a California corporation

By \_\_\_\_\_  
City of Newark

By \_\_\_\_\_  
Consultant

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Attest:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date \_\_\_\_\_



EXHIBIT A



November 26, 2019

Krysten Lee  
 Finance Manager  
 City of Newark  
 37101 Newark Blvd.  
 Newark, CA 94560

Dear Ms. Lee:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. These services are an extension of the services noted in our engagement letter dated and signed June 18, 2019.

For the period starting on or after January 13, 2020 through approximately December 31, 2021, we will provide various accounting services for the City as deemed necessary by the City's Finance staff.

Work is scheduled to be performed by Lettie De Dios, for 40 hours per week, and Maria Munoz for 16 to 24 hours per week. We require a 30-day notice if any of our staff will no longer be needed by the City. We will also assign other staff to this engagement if requested by the City. Their billing rates are as follows:

Candidates	Hourly Rates	
	2020	2021
Lettie De Dios, Lead Advisor	\$250	\$260
Maria Munoz, Supervisor	145	150
Others:		
Partner	325	340
IT Director	195	205
Manager	180	185
Supervisor	145	150
Senior Associates	110	115
Associates	90	95

Our engagement is limited to the period and the accounting services indicated above. We will not audit or review your financial statements, or any other accounting documents and information you provide, in accordance with generally accepted auditing standards. Accordingly, we ask that you not in any manner refer to this as an audit or review. Nor will we otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask the City personnel for clarification of some of the information provided, and we will inform them of any material errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot, therefore be relied upon to make disclosure of such matters.

The City is responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, City Personnel are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

City personnel are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Prior to preparation and execution of this engagement letter, we discussed with you the fact that we provide clients with levels of service higher than accounting services, such as audit, review, and compilation services, and we explained to you the manner in which such levels of service differ from accounting services. We also explained to you that we provide clients with services specifically focused on identifying and addressing weaknesses in internal controls (internal control review), and on searching for the existence of fraud within your company (fraud audit). We further explained the additional costs associated with such higher and different levels of service. After consideration of such services, you have informed us that you wish to retain us to perform only the accounting services described in this letter.

For purposes of entry of the financial information from your basic transaction documents, classification according to the agreed-upon chart of accounts will be performed by City personnel. As business conditions change, we may mutually agree to change/modify this arrangement.

Our fees and costs for work will be billed monthly. The hourly rate stated covers all expenses including mileage reimbursement. No travel time will be included in our billing.

Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to an interest charge of 1.0% per month. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us through the date of termination.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records. The balance of our engagement file, other than the compiled financial statement, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates then existing for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold us harmless as against such obligation.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Contra Costa, California, by a mediation organization, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to California law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the accrual of the cause of action, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the annual fee charged by us, and paid by you, for the services set forth in this engagement letter.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

Very truly yours,



Timothy J. Krisch, CPA  
Chief Executive Officer

**ACCEPTED AND AGREED:**

This letter correctly sets forth the understanding of the City of Newark.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**F.3 Approval of plans and specifications, acceptance of bid, and award of contract to Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231 – from Assistant City Engineer Imai. (MOTION)(RESOLUTION)**

**Background/Discussion** – The Newark Boulevard Barrier Placement Project will install a safety barrier along southbound Newark Boulevard between Dairy Avenue and Thornton Avenue, fronting the Foxwood Townhomes development. The safety barrier will be constructed utilizing Caltrans standard Midwest Guardrail placed at the existing curb line between the outside southbound travel lane and sidewalk.

Bid Results

Project bids were opened on January 28, 2020. The City received a total of four bids as follows:

	<b>Sposeto Engineering</b>	<b>Golden Bay Construction</b>	<b>Bay Construction</b>	<b>Terramark General Engineering Contractors</b>	<b>Engineer’s Estimate</b>
<b>TOTAL BID</b>	<i>\$99,789.60</i>	<i>\$114,857.00</i>	<i>\$181,380.00</i>	<i>\$184,000.00</i>	<i>\$100,000.00</i>

There were no alternate bid items included with this project.

Staff determined that Sposeto Engineering, Inc., is a responsible bidder that provided the lowest responsive bid. Sposeto Engineering, Inc. is experienced in this type of project.

Project Costs

In addition to the total bid cost of \$99,789.60, staff recommends including \$15,210.40 in construction contingency, equivalent to approximately fifteen percent of the contract amount, to account for material testing, special inspection services, compliance with clean water monitoring and reporting requirements, and other unanticipated construction costs. The added contingency would bring the recommended allocation for the project to \$115,000.00

The 2018-2020 Biennial Budget and Capital Improvement Plan includes sufficient funding for this project in Fiscal Year 2019-2020 through the use of Gas Tax funds.

**Attachments** – Resolution

**Action** - Staff recommends that the City Council, by motion, approve the plans and specifications and, by resolution, accept the bid and award the contract to Sposeto Engineering, Inc. for Newark Boulevard Barrier Placement, Project No. 1231.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE BID AND AWARDING THE  
CONTRACT TO SPOSETO ENGINEERING, INC. FOR  
NEWARK BOULEVARD BARRIER PLACEMENT, PROJECT  
NO. 1231

WHEREAS, the Public Works Department invited sealed bids for the construction of public improvements for Newark Boulevard Barrier Placement, Project No. 1231 (the "Project"); and

WHEREAS, the City has, upon due notice, received a total of four bids for the Project that were reviewed by staff for responsiveness and responsibility; and

WHEREAS, Sposeto Engineering, Inc. was determined to be the lowest responsible bidder with a total bid of \$99,789.60; and

WHEREAS, staff recommends allocating an additional \$15,210.40 in construction contingency, which would bring the total allocation for the Project to \$115,000.00.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby find that Sposeto Engineering, Inc. was the lowest responsible bidder for the Newark Boulevard Barrier Placement Project No. 1231, in the City of Newark and awards the construction contract for the Project in the amount not to exceed \$99,789.60 in accordance with the Plans and Specifications adopted therefore and on file at the office of the City Engineer of the City of Newark.

BE IT FURTHER RESOLVED that the City Manager of the City of Newark is hereby authorized and directed, on behalf of the City Council, to execute the hereinabove mentioned agreement on behalf of the City of Newark, in a form approved by the City Attorney, upon timely submission by Sposeto Engineering, Inc. of the signed agreement.

BE IT FURTHER RESOLVED that the City Manager (or his or her designee) is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the agreement and to administer the City's obligations, responsibilities and duties to be performed under the agreement, including the expenditure of additional construction contingency in the amount of \$15,210.40 for a total amount not to exceed \$115,000.00.

**F.4 Approval to add one classification of Community Preservation Manager by amending the Employee Classification Plan and the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group; and Approving an Amendment to the City’s Salary Schedule in Conformance with California Code of Regulations, Title 2, Section 570.5 – from Community Development Director Turner and Acting Human Resources Director Que-Garcia. (RESOLUTIONS-2)**

**Background/Discussion** – The Community Development Department and the Human Resources Department recommend the classification of Community Preservation Manager to lead the City’s Community Preservation Division and to provide supervisory oversight of the two Community Preservation Specialist positions. The Community Preservation Division is responsible for enforcing the provisions of the Zoning Ordinance, the Newark Municipal Code, and various other related codes and policies. Currently, the two Community Preservation Specialists report directly to the Deputy Community Development Director. Community Preservation and Planning Division workloads have increased over time to a point where existing department resources will not be able to sustain current customer services levels and will limit future growth and innovation. The addition of a Community Preservation Manager would allow existing code enforcement responsibilities to transfer from the Deputy Community Development Director and enhance opportunities to improve customer service and introduce new code enforcement initiatives and programs.

Example duties of the Community Preservation Manager would include:

- Plans, directs, coordinates and reviews the work plan for code enforcement staff; assigns work activities, projects and programs; reviews and evaluates work products, methods and procedures; meets with staff to identify and resolve problems;
- Selects, trains, motivates, supervises, and evaluates code enforcement personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures;
- Manages the development of goals and objectives for programs; recommends and administers policies and procedures;
- Identifies opportunities for improving service delivery methods and procedures; recommends, within departmental policy, appropriate services and staffing levels; and
- Provides responsible staff assistance to the Community Development Director; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.

The recommended monthly salary range for the Community Preservation Manager is \$7,896 to \$11,448. This position would report to the Community Development Director.

If approved, recruitment for the Community Preservation Manager would begin immediately. Employee costs associated with this position in Budget Year 2019-2020 would be covered by the expected salary savings in the Code Enforcement Division (Dept. 2013). This position would be fully accounted for in future budget years.

**Attachments** – Resolutions (2); Class Specification

**Action** – Staff recommends that the City Council by resolutions: (1) amend Resolution No. 2505, Employee Classification Plan, to add one new classification entitled Community Preservation Manager, and (2) amend Resolution No. 10962, the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group to add one new classification, entitled Community Preservation Manager; and approve an amendment to the City’s salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5.



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE  
CLASSIFICATION PLAN, TO ADD ONE NEW  
CLASSIFICATION ENTITLED COMMUNITY  
PRESERVATION MANAGER

WHEREAS, the City must, from time to time, add or otherwise adjust job classification and/or job specifications in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be perfected by employees in the City's various departments; and

WHEREAS, the City, based on evaluation, has determined that the addition of a classification for Community Preservation Manager is necessary; and

WHEREAS, the City seeks to amend the Employee Classification Plan to add the classification of Community Preservation Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective February 13, 2020:

<b>ADD</b>	
Classification Title	Classification
Code	
COMMUNITY PRESERVATION MANAGER	139



Class Code: 139  
WP Code: Comm Presv PM  
Established: 02/2020  
Revised: \_\_\_\_\_  
EEO Code: PROF

City of Newark, California

## CLASS SPECIFICATION

### COMMUNITY PRESERVATION MANAGER

**DEFINITION:** Under administrative direction, manages, supervises, assigns, reviews, and participates in the operations and activities of the City's Community Preservation program within the Community Development Department.

**DISTINGUISHING CHARACTERISTICS:** This class provides professional and general administrative lead direction and supervision for the Community Preservation program, including implementing City activities related to setting and ensuring compliance with applicable ordinances, codes, and regulations related to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, and other matters of public concern; to ensure work quality and adherence to established policies and procedures; to perform the more technical and complex tasks relative to assigned area of responsibility; and to perform other related duties as required.

**EXAMPLES OF ESSENTIAL DUTIES** – Duties may include, but are not limited to, the following:

Plans, directs, coordinates and reviews the work plan for code enforcement staff; assigns work activities, projects and programs; reviews and evaluates work products, methods and procedures; meets with staff to identify and resolve problems.

Reviews and edits work of staff, including letters, reports, logs, evaluations, and other written correspondence.

Selects, trains, motivates, supervises, and evaluates code enforcement personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

Prepares and manages the Section's budget, including forecasting funds needed for staffing, equipment, materials, and supplies; monitoring and approving expenditures, and implementing adjustments.

Serves as the City's representative to interpret municipal code violations, determine public nuisances, and issue civil fines when administrative remedies are employed to gain code and permit compliance.

Manages the development of goals and objectives for programs; recommend and administer policies and procedures.

Identifies opportunities for improving service delivery methods and procedures; recommend, within departmental policy, appropriate services and staffing levels.

Responds to and handles difficult compliance cases regarding municipal code provisions and explains City regulations to City officials and the public relating to building, zoning, land use, planning, and related issues.

Serves as a liaison for the code enforcement section with other divisions, departments, and outside agencies.

Provides responsible staff assistance to the Community Development Director; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.

Responds to council, staff, and the public as appropriate.

Attends and participates in professional group meetings; stays abreast of relevant issues and changes to codes, ordinances, laws and regulations.

Responds to and resolves difficult and sensitive citizen inquiries and complaints.

Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner.

Performs related duties as assigned.

## MINIMUM QUALIFICATIONS

### Knowledge of:

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current land use, zoning, municipal, and applicable building codes as they apply to code enforcement.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation.
- Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications.

### Ability to:

- Oversee and participate in the management of a comprehensive code enforcement program.
- Respond to requests and inquiries from the general public and resolve code related issues.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Oversee, direct, and coordinate the work of lower level staff.

- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, procedures, and budget.
- Read and interpret data, maps, plans, and legal descriptions.
- Maintain work records and compile operating, budget, and program or activity reports.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Prepare clear and concise reports.
- Manage sensitive and confidential issues.
- Prioritize tasks and meet deadlines.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

#### EXPERIENCE AND TRAINING

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education/Training: A Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, law enforcement or a related field.

Experience: Five years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including two years (full-time equivalent) of administrative and supervisory responsibility.

#### License of Certificate:

- Possession of an appropriate, valid driver's license.
- Possession of any combination of certifications are highly desirable including those from the California Association of Code Enforcement Officials (CACEO), California Association of Code Enforcement (CACE), American Association of Code Enforcement (AACE) or certification as a Zoning Enforcement Officer, and/or Property Maintenance and Housing Inspector.

Special Requirement: Ability to work weekends, evenings and attend special events as needed is required.

**Probationary Period:** 12 Months

**FLSA:** Exempt

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10962, THE COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP TO ADD ONE NEW CLASSIFICATION ENTITLED COMMUNITY PRESERVATION MANAGER; AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City must, from time to time, add or otherwise adjust job classification and/or job specifications in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be perfected by employees in the City's various departments; and

WHEREAS, the City, based on evaluation, has determined that the addition of a classification for Community Preservation Manager is necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10962, The Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group, be amended to add a new classification as follows, effective February 13, 2020:

<b>Add Classification Title</b>	<b>Salary Range</b>
Community Preservation Manager	12

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the new position of Community Preservation Manager with a salary range of \$7,896 to \$11,448 per month.

**F.5 Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the City of Union City to share an Emergency Services Coordinator position – from City Manager Benoun. (RESOLUTION)**

**Background/Discussion** – Newark has historically relied upon outside agencies to provide emergency response training for staff and the community. Over the years it has become apparent that a single point of contact – preferably an emergency preparedness coordinator – is needed in order to provide comprehensive emergency preparedness training and a disaster response program for the City.

Neither Newark nor Union City have had a dedicated staff position for this purpose of tracking, coordinating, and training staff and the community (such as CERT). This shared position will be a first step for Newark to have a full-fledged emergency preparedness program. Historically, the emergency preparedness efforts have been shared among departments and classroom training programs have been provided through Alameda County Fire. Having an Emergency Services Coordinator will allow a more comprehensive training approach for the City in the inevitable event that there is an emergency or disaster.

Staff recommends that Newark and Union City share the Emergency Services Coordinator (ESC) position in order to maximize resources and save cost. The ESC will attend local and regional meetings to coordinate and maintain relationships among partnering agencies.

Key responsibilities of this position include:

- Monitoring emergency preparedness and disaster response plans;
- Liaison to Alameda County Fire and Sheriff departments, as well as State and Federal agencies;
- Assist in the development of goals, objectives, and budget requests for emergency services planning and disaster preparedness;
- Respond to the emergency operations center, when activated;
- Develop and maintain a community Emergency Response Team (CERT);
- Oversee and guide training of City staff; and
- Maintain records and files associated with training and emergency response.

The position will be maintained in Union City as a full-time position and Union City will invoice Newark for its fifty-percent share. Newark and Union City will share all expenses for personnel, travel and training. Attached to the staff report is the detailed job description and the MOU.

Approval of the attached position will not impact the City’s existing budget and General Fund because the City currently enjoys savings from budgeted salaried positions. Staff recommends including this position in the upcoming budget schedule for the 2020-2022 Biennial Budget.

The cost of this position under the attached MOU – which includes salary, benefits, travel, and training – is projected to be a total of \$164,000 for Year 1, \$177,000 for Year 2, and \$190,000 for Year 3. The cost of this position will be shared equally between the two agencies.

**Attachments** – Resolution, MOU, and job description

**Action** – Staff recommends that the City Council, by resolution, authorize the City Manager to execute a Memorandum of Understanding (MOU) with the City of Union City to share an Emergency Services Coordinator position.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE CITY MANAGER TO  
EXECUTE A MEMORANDUM OF UNDERSTANDING WITH  
THE CITY OF UNION CITY TO SHARE AN EMERGENCY  
SERVICES COORDINATOR POSITION

WHEREAS, the City of Newark has historically relied upon outside agencies to provide emergency response training for staff and the community; and

WHEREAS, City staff has identified the need for a single point of contact to provide comprehensive emergency preparedness training and a disaster response program for the City; and

WHEREAS, the City of Union City has also identified the need for a staff position for emergency preparedness training and a disaster response program; and

WHEREAS, a Memorandum of Understanding has been prepared to share an Emergency Services Coordinator position (Position) with the City of Union City, a copy of which is attached; and

WHEREAS, the Position will be a City of Union City full-time position and Newark will be invoiced for a fifty-percent share; and

WHEREAS, the total cost of the position is estimated to be \$164,000 for Year 1, \$177,000 for Year 2, and \$190,000 for Year 3, and the costs should be equally shared by Newark and Union City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark that the City Manager is authorized to execute the Memorandum of Understanding with the City of Union City to share an Emergency Services Coordinator position.



MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE  
CITY OF UNION CITY AND THE CITY OF NEWARK REGARDING  
EMERGENCY SERVICES COORDINATOR

This Memorandum of Understanding regarding an emergency services coordinator (“MOU”) is entered into as of \_\_\_\_\_ (the “Effective Date”) by and between the City of Union City, a California municipal corporation (“Union City”) and the City of Newark, a California municipal corporation (“Newark”). Union City and Newark may each be referred to herein as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, municipalities provide critical services in preparation for and during the response to an emergency; and

WHEREAS, cities in the Bay Area face potential emergencies from a wide range of causes, including fires, earthquakes and other natural or man-made disasters; and

WHEREAS, both Newark and Union City desire to establish policies and procedures and assign responsibilities to ensure the effective management of emergency operations within each city; and

WHEREAS, both Newark and Union City desire to retain the services of an emergency services coordinator to help prepare each city for a potential future emergency; and

WHEREAS, Newark and Union City are neighboring cities and share many of the same needs; and

WHEREAS, Union City and Newark are each a “public agency” as defined by Government Code section 6500, and share a common power, as defined by Government Code section 6502, more particularly described in this MOU; and

WHEREAS, Newark and Union City desire to share the costs of an emergency services coordinator subject to the terms and conditions of this MOU.

**NOW, THEREFORE**, Newark and Union City agree as follows:

1.     Emergency Services Coordinator

With the approval of Newark, which approval shall not be unreasonably withheld, Union City shall employ an emergency services coordinator (“Coordinator”) who will help Union City establish policies and procedures and assign responsibilities to ensure the effective management of emergency operations within Union City, and such other similar duties as the City Manager of Union City may assign from time to time. Union City and Newark agree that Union City shall provide the services of the Coordinator to Newark on a part time basis to assist Newark with similar tasks related to emergency preparedness. The exact nature and scope of such services

shall be agreed to by the City Managers of Newark and Union City. The current job description for the Coordinator is attached hereto as Exhibit A.

2. Payment

Newark shall pay fifty percent (50%) of the annual total cost to Union City of employing the Coordinator, including salary, benefits and any applicable taxes. Union City shall send monthly invoices to Newark for its share of the cost of Coordinator, and Newark shall remit payment to Union City within thirty (30) days of the receipt of the invoice. Newark's estimated share of the annual cost of the Coordinator, as of the date of this Agreement, is reflected in the Estimated Costs for Emergency Services Coordinator attached hereto as Exhibit B. Should the annual total cost to Union City of employing the Coordinator increase or decrease, Union City may revise Newark's share of the annual cost of the Coordinator on an annual basis on the anniversary of this Agreement and shall notify Newark if its estimated payment will increase by more than five percent (5%). Union City will provide all cost documentation to Newark upon request.

3. Status of Coordinator

Coordinator is, and at all times shall remain, solely an employee of Union City. Coordinator is not an employee of Newark. Union City shall pay Coordinator's salary, benefits and workers compensation coverage, and shall be responsible for all tax withholding and related reporting. Coordinator shall be subject to the sole supervision and control of Union City. Newark shall have the right to control Coordinator only insofar as the results of Coordinator's services rendered pursuant to this MOU; otherwise Newark shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this MOU. In the event Newark has concerns with the performance of Coordinator, Newark shall address its concerns to the City Manager of the Union City for further action, if determined necessary by the City Manager of Union City. Union City shall meet with Newark to discuss its concerns regarding performance of the Coordinator if requested by Newark.

4. Work at Newark City Hall

Newark shall provide Coordinator with appropriate workspace, including a computer and necessary supplies, to use while on site at Newark City Hall. Coordinator shall work at Newark City Hall approximately 20 hours a week, with Coordinator's exact schedule to be determined by mutual agreement between Union City and Newark.

5. Training

Union City and Newark shall mutually agree upon an annual training budget for Coordinator to attend necessary and appropriate trainings and seminars. The cost of trainings and seminars attended by Coordinator shall be split equally between Newark and Union City, with each Party paying fifty percent (50%) of the costs, except that Newark shall not be responsible for its share of the cost of any trainings or seminars that exceed the agreed upon annual training budget. All trainings and seminars shall be approved by the City Manager of Union City prior to attendance by Coordinator.

6. Travel Costs

Coordinator's costs for travel to trainings and meetings, including but not limited to emergency preparedness meetings for Alameda County, shall be split equally between Union City and Newark, with each Party paying fifty percent (50%) of the costs. Coordinator's travel and reimbursement will be governed by Union City's applicable policies.

7. Term

The Term of this MOU shall begin upon the Effective Date and shall continue in full force and effect until terminated by either Party pursuant to Section 8 herein.

8. Termination

Either Party may terminate this MOU, without cause, upon one hundred eighty (180) days prior written notice. Either Party may terminate this MOU for a breach of the terms of this MOU by the other Party, after providing notice and a reasonable opportunity to cure the breach to the breaching Party.

9. Independent Parties

Union City and Newark are each an independent "public agency," as defined by Government Code section 6500, and this MOU does not create a separate legal entity. Each party shall, at all times, remain an independent public agency solely responsible for all acts of its employees or agents, including any negligent acts or omissions.

10. Indemnification

Each party shall indemnify, defend and hold harmless the other party against and from any and all claims or suits for damages or injury to the extent caused by any negligent act or omission or willful misconduct of the indemnifying party in the performance of this MOU and shall further indemnify, defend and hold harmless the other party against and from any and all claims or suits caused by any breach or default of any obligation of the indemnifying party hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

11. Insurance

**General Liability**

Each party shall maintain general liability coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Each party's general liability coverage shall be endorsed using Insurance Services Office form CG 20 10 or its equivalent to provide that the other party and its officers, officials, employees, and agents shall be additional insureds/additional covered parties.

### **Auto Liability**

Each party shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

### 12. Notices

All notices required or contemplated by this MOU shall be in writing and shall be delivered to the respective party as set forth in this section. Receipt of the notice shall be deemed to be effective upon the earlier of actual receipt by the Party or three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

Notices shall be sent as follows:

Union City:

City Manager  
City of Union City  
34009 Alvarado Niles Rd.  
Union City, CA 94587

Newark:

City Manager  
City of Newark  
37101 Newark Blvd.  
Newark, CA 94560

### 13. Miscellaneous

- A. **Governing Law.** The laws of the State of California shall govern this MOU.
- B. **Compliance with Applicable Laws.** Parties shall comply with all laws applicable to the performance of the work hereunder.
- C. **Amendments.** The parties may amend this MOU only by a writing signed by all the parties.
- D. **Assignment.** This MOU, and any portion thereof, shall not be assigned or transferred, nor shall any of either party's duties be delegated, without the written consent of the other party. Any attempt to assign or delegate this MOU without the written consent of the other party shall be void and of no force or effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.
- E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this MOU is invalid, void, or unenforceable, the provisions of this MOU not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

- F. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this MOU as of the Effective Date.

**CITY OF UNION CITY**

**CITY OF NEWARK**

\_\_\_\_\_  
JOAN MALLOY  
CITY MANAGER

\_\_\_\_\_  
DAVID J. BENOUN  
CITY MANAGER

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
ANNA M. BROWN  
CITY CLERK

\_\_\_\_\_  
SHEILA HARRINGTON  
CITY CLERK

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
KRISTOPHER J. KOKOTAYLO  
CITY ATTORNEY

\_\_\_\_\_  
LEGAL COUNSEL

# Exhibit B to MOU

## ESTIMATED COSTS FOR EMERGENCY SERVICES COORDINATOR

	Year 1		Year 2	Year 3	Year 4
	Hire date	6 mo review			
<b>Salary</b>	\$96,744	\$101,580	\$106,584	\$111,924	\$117,516
<b>Benefits</b>	\$58,256	\$60,420	\$62,416	\$65,076	\$67,484
<b>Total Salary +Benefits</b>	<b>\$155,000</b>	<b>\$162,000</b>	<b>\$169,000</b>	<b>\$177,000</b>	<b>\$185,000</b>
<b>Travel and Training</b>	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
<b>Total</b>	\$167,000	\$174,000	\$181,000	\$189,000	\$197,000
<b>50% Cost</b>	\$83,500	\$87,000	\$90,500	\$94,500	\$98,500



## **EMERGENCY SERVICES COORDINATOR**

Bargaining Unit: Professional Employees' Group

### **DEFINITION**

Under general supervision, the Emergency Services Coordinator plans, develops, implements and monitors a comprehensive emergency preparedness and disaster response program for the City of Union City and City of Newark, including organizing and providing direct training to City staff and volunteers; conducting community outreach, assistance, and education; and performing other duties as required.

### **CLASS CHARACTERISTICS**

The Emergency Services Coordinator is responsible for coordinating the planning and readiness of protective, relief and support services, both public and private; for response to a variety of emergency or disaster situations. The incumbent exercises independent judgement while making sound recommendations in the development and implementation of emergency services programs, plans and training activities. This position reports directly to the City Manager.

### **EXAMPLES OF DUTIES (illustrative only)**

- Prepare, implement, and monitor a comprehensive emergency preparedness and disaster response plan; oversee the preparation and modification of the City Emergency Operations Plans and Disaster Recovery Plans; prepare specialized disaster response plans designated to meet the needs of various sections of the community.
- Serve as liaison with representatives of Alameda County Fire and Sheriff departments, State and Federal agencies, school districts, and disaster councils; review legislation, regulations and other documentation to ensure that the Cities are in compliance and avails itself of all available resources.
- Assist in the development of goals, objectives and budget requests for the emergency planning and disaster preparedness function; administer budget expenditures; maintain adequate supplies of materials and equipment.
- Respond to the Emergency Operations Center when it is activated; ensure that appropriate documents are available at the center, provide support to coordination efforts, and serve as liaison as required.
- Develop and maintain a Community Emergency Response Team (CERT) system within the City of Union City, the City of Newark, and jurisdictions served by the Cities; provide periodic CERT training to community members, including special trainings regarding active shooter, senior/limited mobility response planning, emergency volunteering, and personal emergency preparedness.

- Stay abreast of activities or changes that could affect the likelihood of an emergency, as well as those that could affect response efforts and details of plan implementation.
- Manage functional and support services of the City Emergency Operations Center (EOC); Provide liaison support to the EOC Director or his/her designee in emergency or disaster situations.
- Train various City department personnel to establish and operate a Department Operating Center (D.O.C.).
- Prepare and disseminate information and materials to ensure effective City response in a disaster situation.
- Keep informed of federal, state and local regulations affecting emergency plans, and ensure that plans adhere to these regulations.
- Conduct surveys to determine the types of emergency-related needs to be addressed in disaster planning or provide technical support to others conducting such surveys.
- Coordinate and conduct training sessions for NIMS, ICS, and other related programs for City staff as required.
- Develop working relationships with representatives of City departments, as well as other public and private support relief agencies, businesses, schools, homeowners and other groups regarding City emergency services.
- Plan, assign, direct and review the work of support staff and/or volunteers on a project or day-to-day basis.
- Maintain records and files; prepare periodic and special reports related to work performed; make presentations to various groups regarding the purpose, procedures and status of the plan.

## **QUALIFICATIONS**

### **Knowledge Of:**

- Principles and practices of emergency services program development and administration;
- Principles and practices of disaster preparedness, planning, program development and management;
- Applicable legal guidelines and standards governing emergency services for city, county, state and federal organizations and functions related to emergency preparedness and services;
- Functions of FEMA related structures like ICS and NIMS, the Red Cross and County and State EOC operations as they impact emergency preparedness and emergency response;
- Particular emergency and natural disaster hazards which may affect the emergency planning needs of a city;



- Training techniques for development of emergency service personnel; Techniques for analysis and assessment of the types and extent of damages caused by various types of disasters;
- Governmental responsibilities, programs and response plans for hazardous materials spills and/or nuclear emergencies;
- Techniques to gain community involvement in risk assessment, disaster planning, citizen and community disaster education and other emergency management programs; and
- Principles and practices of employee supervision and training.

**Ability To:**

- Administer and manage emergency management projects and programs;
- Plan, organize, direct and coordinate emergency services functions and activities with City staff and other governmental, public and private organizations;
- Coordinate emergency management programs with other departments and agencies for the most effective and sustainable utilization of resources;
- Interpret State and Federal rules, regulations and directives governing disaster and emergency services;
- Prepare and edits comprehensive reports and plans involving detail and coordination;
- Analyze complex technical and administrative emergency services problems, evaluate alternate solutions and recommend or adopt effective courses of action;
- Exercise sound independent judgment within general policy guidelines and be available on as needed basis;
- Represent the City in meetings with the public, media, and government bodies to successfully promote program goals;
- Organize and coordinate staff and volunteers, and secure necessary resources to accomplish programs objectives;
- Establish effective working relationships with management, employees, employee representatives and the public representing diverse cultures and backgrounds;
- Assign, supervise and review the work of subordinate personnel;
- Work collaboratively with people both within and outside the organization; Make oral presentations in front of groups of people;
- Communicate clearly and concisely, both orally and in writing; and
- Prepare clear and concise technical reports.

### **Licenses and Certificates:**

Possession of a valid California Class C Driver's License with a satisfactory driving record.

Possession of valid certificates for ICS 100, 200, 300 and ICS 400 within six months of employment.

Possession of First aid and CPR certification must be obtained within one year of employment.

### **Education and Experience:**

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Equivalent to a bachelor's degree in public or business administration, communication, emergency management or a related field and three (3) years of experience in emergency response management.

### **WORKING CONDITIONS, ADA AND OTHER REQUIREMENTS**

The City of Union City is an equal opportunity employer. The City of Union City will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities.

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Incumbents generally work in a typical office environment with adequate light and temperature. There may be occasional exposure to extreme temperatures, loud noise, fumes, noxious odors, dust, mist, gases and poor ventilation; underground, confined or restricted workspaces; and heights more than five stories above ground level.

*Travel: Positions in this class may require local and statewide travel as necessary.*

**I.1 Declaring a vacancy on the Senior Citizen Standing Advisory Committee and authorizing the City Clerk to post a notice of vacancy – from Mayor Nagy. (MOTION)**

**Background/Discussion** – Newark Senior Citizen Standing Advisory Committee (Committee) Member Dolores Powell recently notified Recreation Supervisor Cuevas that she would no longer be able to serve on the Committee. Ms. Powell has moved to another city, creating an immediate vacancy on the Committee.

The City Clerk is seeking authorization to post a notice of the vacancy.

**Attachment** - None

**Action** - It is recommended that the City Council, by motion, declare a vacancy on the Senior Citizen Standing Advisory Committee, and authorize the City Clerk to post the notice of vacancy.



City of Newark

MEMO

**DATE:** February 3, 2020  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *S.H.*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of February 13, 2020.

**REGISTER OF AUDITED DEMANDS**


US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
January 17, 2020	Page 1-2	120021 to 120092	Inclusive
January 23, 2020	Page 1-2	120093 to 120162	Inclusive
January 28, 2020	Page 1	120163 to 120165	Inclusive
January 31, 2020	Page 1-2	120166 to 120230	Inclusive



City of Newark

MEMO

**DATE:** February 3, 2020  
**TO:** Sheila Harrington, City Clerk  
**FROM:** Krysten Lee, Finance Manager   
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of February 13, 2020.

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

Final Disbursement List. Check Date 01/17/20, Due Date 01/27/20, Discount Date 01/27/20. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120021	11783	3QC, INC.	01/17/20	10,510.50	COMMISSIONING SERVICES FOR THE NEWARK CI
120022	9723	A-1 SEPTIC TANK SERVICE INC	01/17/20	1,360.00	SEWER SERVICES
120023	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	01/17/20	1,527.84	REPAIRS
120024	344	ALAMEDA COUNTY WATER DISTRICT	01/17/20	50,583.89	CITY WATER USE
120025	5821	ALL CITY MANAGEMENT SERVICES, INC.	01/17/20	4,626.77	CROSSING GUARD SVCS
120026	12	ALLIED AUTO STORES INC	01/17/20	463.33	FLEET SUPPLIES AND PARTS
120027	11362	ANNETTE PAREDES	01/17/20	8.60	EXPENSE REIMBURSEMENT
120028	10691	APPLIED CONCEPTS INC	01/17/20	3,998.08	OTS GRANT SUPPLIES
120029	9369	ASCAP	01/17/20	363.00	MUSIC LICENSE FEE
120030	348	AT&T	01/17/20	176.14	CIRCUITS, WHITE PAGES
120031	180	BRUCE BARTON PUMP SERVICE INC	01/17/20	547.99	PUMP/WELL REPAIRS/SUPPLIES
120032	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	01/17/20	37.13	BATTERIES
120033	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	01/17/20	844.00	SPORTS OFFICIATING
120034	11679	LUZ BORJA	01/17/20	72.40	EXPENSE REIMBURSEMENT
120035	9888	BUREAU VERITAS NORTH AMERICA INC.	01/17/20	94,318.61	PLAN REVIEW SERVICES
120036	11083	BURKE, WILLIAMS & SORENSEN, LLP	01/17/20	7,975.00	LITIGATION & LEGAL CONSULTING SRVCS
120037	11801	BUTTERFLY PROPERTY, LP	01/17/20	1,860.00	PARKING LICENSE AGREEMENT
120038	161	CAPE ACCOUNTING	01/17/20	50.00	CAPE MEMBERSHIP DA SILVA 2020
120039	3843	CALIFORNIA ASSOCIATION OF CODE ENFORCEME	01/17/20	285.00	PROFESSIONAL MEMBERSHIP DUES FOR PATRICI
120040	6950	CALICO CENTER	01/17/20	5,500.00	CALICO SUPPORT SERVICES
120041	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	01/17/20	26,262.72	STRONG MOTION/SEISMIC MAPPING FEES
120042	10261	CARBONIC SERVICE	01/17/20	204.24	CO2 BULK DELIVERY
120043	10060	COMCAST	01/17/20	266.88	CABLE SVCS
120044	11814	ALEXIS CROSS	01/17/20	22.85	EXPENSE REIMBURSEMENT
120045	10793	DIEM TRAN	01/17/20	100.00	RENTAL DEPOSIT REFUND
120046	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	01/17/20	166.25	LEGAL ADS
120047	7183	DEMARAY'S GYMNASTICS ACADEMY	01/17/20	848.40	RECREATION CONTRACT
120048	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01/17/20	96.00	FINGERPRINTING FEES
120049	5331	DESILVA GATES CONSTRUCTION	01/17/20	15,200.00	CIP #1245 AC OVERLAY PROJECT
120050	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	01/17/20	323.90	CA STATE CASP FEES (AB1379)
120051	9796	DRAEGER, INC.	01/17/20	198.00	PAS MACHINE CALIBRATION
120052	10642	FASTENAL COMPANY	01/17/20	24.55	MISC SUPPLIES
120053	5106	CITY OF FREMONT REVENUE DIVISION	01/17/20	20,430.28	SHELTER OPERATING EXPS
120054	550	FREMONT RUBBER STAMP CO., INC.	01/17/20	191.32	STAMPERS/DESK SIGNS
120055	313	FREMONT URGENT CARE CENTER	01/17/20	171.00	PRE-EMPLOYMENT DOT PHYSICALS
120056	11652	MITCHELL FRENTESCU	01/17/20	436.99	EXPENSE REIMBURSEMENT
120057	9246	DAVID HIGBEE	01/17/20	105.65	EXPENSE REIMBURSEMENT
120058	10221	YAMA HOMAYOUN	01/17/20	584.58	EXPENSE REIMBURSEMENT
120059	11795	HURST/HARRIGAN ASSOCIATES	01/17/20	21,091.33	NEWARK MALL CONSULTANT SERVICES
120060	11443	HIROSHI ICHIMURA	01/17/20	931.20	RECREATION CONTRACT
120061	73	THE ED JONES CO INC	01/17/20	69.63	BADGES & INSIGNIA
120062	11806	JOHN KAPU	01/17/20	650.68	EXPENSE REIMBURSEMENT
120063	11681	KBA DOCUMENT SOLUTIONS, LLC.	01/17/20	269.73	COPIER LEASE AGREEMENT
120064	11253	LARRY KEZAR	01/17/20	1,194.84	EXPENSE REIMBURSEMENT
120065	11815	TRAVIS LENZ	01/17/20	2,500.00	EXPENSE REIMBURSEMENT
120066	6554	BRIAN LILJEBLAD	01/17/20	345.66	EXPENSE REIMBURSEMENT
120067	11246	LOOMIS ARMORED	01/17/20	402.74	ARMORED CAR SERVICE
120068	80	LYNN PEAVEY COMPANY	01/17/20	95.53	EVIDENCE SUPPLIES
120069	11736	MANAGEMENT PARTNERS INC.	01/17/20	9,937.14	MANAGEMENT SERVICES
120070	11784	MAR QUALITY PROTECTION	01/17/20	575.00	WINDOW FILM REPAIR
120071	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	01/17/20	1,321.87	FLEET PARTS

Final Disbursement List. Check Date 01/17/20, Due Date 01/27/20, Discount Date 01/27/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120072	10865	NEW IMAGE LANDSCAPE	01/17/20	15,470.84	LLD 4 MISC. LANDSCAPE WORK
120073	3452	NEWARK PAVILION	01/17/20	500.00	ANNUAL EMPLOYEE SERVICE AWARDS EVENT VEN
120074	349	PACIFIC GAS & ELECTRIC	01/17/20	51,756.34	CITY GAS AND ELECTRICITY
120075	11813	CHELSEA PEDRANTI	01/17/20	30.77	EXPENSE REIMBURSEMENT
120076	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	01/17/20	142.00	PEST CONTROL SERVICES
120077	329	PHOENIX GROUP INFORMATION SYSTEMS	01/17/20	428.40	PARKING CITATION PROGRAM
120078	11675	S&L BREWER ENTERPRISES, INC. DBA LAW DOG	01/17/20	250.00	K9 TRAINING/SUPPLIES
120079	11167	SESAC	01/17/20	919.00	MUSIC PERFORMANCE LICENSE
120080	4876	PATRICK SMITH	01/17/20	185.73	EXPENSE REIMBURSEMENT
120081	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	01/17/20	250.00	PAYROLL DEDUCTION - GARNISHMENT
120082	5463	MARY TEIXEIRA	01/17/20	10.44	EXPENSE REIMBURSEMENT
120083	3528	THE UNITED STATES CONFERENCE OF MAYORS A	01/17/20	3,489.00	MEMBERHSIP DUES
120084	6159	RAQUEL THOMAS	01/17/20	16.76	EXPENSE REIMBURSEMENT
120085	6797	US BANK CORPORATE PAYMENT	01/17/20	21,423.87	CC PAYMENT 12/23/19
120086	9541	UNITED SITE SERVICES	01/17/20	4,446.03	POLICE RR RENTAL
120087	11708	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	01/17/20	32,671.00	JANATORIAL SERVICES
120088	11585	V5 SYSTEMS INC.	01/17/20	643.68	TECH NEEDS/MAINT
120089	853	VALLEY OIL COMPANY LOCKBOX# 138719	01/17/20	12,771.69	FUEL
120090	5623	VERIZON WIRELESS	01/17/20	3,560.49	IPHONE SVC
120091	5623	VERIZON BUSINESS SERVICES	01/17/20	625.14	CELL SVC FOR MDTs
120092	5050	WEST COAST ARBORISTS INC	01/17/20	28,720.00	PROJECT 1248 STREET TREE WORK
Total				468,438.42	

Final Disbursement List. Check Date 01/23/20, Due Date 02/03/20, Discount Date 02/03/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120093	11539	ACCESS INFORMATION HOLDINGS, LLC.	01/23/20	90.00	SHREDDING SVC
120094	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	01/23/20	424.20	BACKGROUND CHECKS
120095	11094	ACME AUTO LEASING, LLC	01/23/20	1,909.44	ARMORED VEH LEASE
120096	413	AIR EXCHANGE INC	01/23/20	2,001.87	PLYMOVENT MAINTENANCE FOR FIRE STATIONS
120097	1774	AIRGAS USA, LLC	01/23/20	66.49	RENTAL TANKS AND EQUIPMENT
120098	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	01/23/20	8.00	PARCEL MAP 5993
120099	3703	ALAMEDA COUNTY HOUSING AND COMMUNITY DEV	01/23/20	2,284.00	HMS MATCH CONTRIBUTION
120100	287	TREASURER OF ALAMEDA COUNTY GREGORY J AH	01/23/20	2,019.50	CRIME LAB FEES
120101	344	ALAMEDA COUNTY WATER DISTRICT	01/23/20	1,697.37	WATER FOR SWEEPER TRUCK REPLACEMENT FOR
120102	284	ALAMEDA CO. ITD/REGISTRAR OF VOTERS	01/23/20	312.50	RADIO REPAIR/MAINT
120103	284	ALAMEDA COUNTY INFORMATION TECHNOLOGY DE	01/23/20	3,776.45	AWS ACCESS FEES Reinstated from claim# 1
120104	5821	ALL CITY MANAGEMENT SERVICES, INC.	01/23/20	1,391.27	CROSSING GUARD SVCS
120105	11430	ALLTECH PETRO INC.	01/23/20	2,762.50	FUEL PUMP MAINTENANCE
120106	9680	BAY CENTRAL PRINTING	01/23/20	1,725.92	PUBLISH CITY NEWSLETTER
120107	11756	MARK LEE & YONG KAY, INC. DBA BAY CONSTR	01/23/20	107,640.22	CIP #1208 NEWBARK DOG PARK
120108	3046	BEELINE GLASS CO INC	01/23/20	380.51	REPAIRS
120109	6630	BOUND TREE MEDICAL LLC	01/23/20	559.77	MEDICAL SUPPLIES
120110	214	CENTRAL VETERINARY HOSPITAL	01/23/20	504.65	VET SVCS
120111	11805	CLARITAS, LLC.	01/23/20	2,600.00	MARKET RESEARCH
120112	6304	CLASSIC GRAPHICS T & J LEWIS INC	01/23/20	2,806.08	UB ARV TURRET REMOVAL
120113	11121	CONSTRUCTION TESTING SERVICES	01/23/20	680.52	CIP #1208 CONSTRUCTION TESTING SERVICES
120114	160	THE CALIFORNIA PEACE OFFICERS' ASSOCIATI	01/23/20	226.00	INVESTIGATIONS POST TRAINING
120115	11802	NORTH STATE TRUCK EQUIPMENT DIESEL EMISS	01/23/20	5,690.67	BROOM BEAR REPAIRS
120116	11404	ALHAMBRA	01/23/20	666.55	WATER SERVICE
120117	11342	EAGLE CANYON CAPITAL	01/23/20	187.00	PATROL VEHICLE CLEANING
120118	11587	ECS IMAGING, INC.	01/23/20	3,769.50	LASERFICHE YEARLY MAINTENANCE
120119	11166	ELESCO	01/23/20	975.00	UPS YEARLY MAINTENANCE
120120	310	EQUIFAX INFORMATION SVCS LLC	01/23/20	50.00	CREDIT BUREAU REPORTS
120121	11799	EXAMWORKS, LLC.	01/23/20	8,350.00	HR CONSULTANT
120122	522	FEDEX	01/23/20	26.17	SHIPPING SERVICES
120123	11027	FITGUARD, INC	01/23/20	95.00	FITNESS EQUIP MAINT/REPAIR/UPGRADE
120124	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: T	01/23/20	616.99	PARTS
120125	167	HARRIS COMPUTER SYSTEMS	01/23/20	1,337.55	SELECT ERP TPM
120126	4845	HDL SOFTWARE LLC	01/23/20	8,446.62	BUSINESS LICENSE SOFTWARE RENEWAL
120127	7563	HILLYARD / SAN FRANCISCO	01/23/20	660.35	SUPPLIES
120128	263	INTELLI-TECH INTELLIGENT TECHNOLOGIES AN	01/23/20	474.00	BUILDING CONTRACT SERVICES
120129	73	THE ED JONES CO INC	01/23/20	2,203.87	BADGES & INSIGNIA
120130	11681	KBA DOCUMENT SOLUTIONS, LLC.	01/23/20	2,958.31	COPIER LEASE AGREEMENT
120131	11681	KBA DOCUMENT SOLUTIONS, LLC.	01/23/20	432.67	COPIER LEASE AGREEMENT
120132	5884	TINA KNUTSON	01/23/20	177.00	EDUCATIONAL REIMBURSEMENT FOR TINA KNUTS
120133	11775	LSL CPAS	01/23/20	605.00	AUDITING SERVICES
120134	293	LANGUAGE LINE SERVICES INC	01/23/20	66.03	INTERPRETATION SVC
120135	80	LYNN PEAVEY COMPANY	01/23/20	15.97	EVIDENCE SUPPLIES
120136	11673	MAILFINANCE DEPT 3682	01/23/20	415.11	MAILING MACHINE LEASE AGREEMENT & SUPPLI
120137	11736	MANAGEMENT PARTNERS INC.	01/23/20	6,532.60	MANAGEMENT SERVICES
120138	3452	NEWARK PAVILION	01/23/20	5,700.00	PARKING AGREEMENT DURING CONSTRUCTION
120139	11697	PAKPOUR CONSULTING GROUP, INC.	01/23/20	8,801.63	ENGINEERING PLAN CHECK AND CONSULTANT SE
120140	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	01/23/20	432.00	PEST CONTROL
120141	4507	PETERSON	01/23/20	269.69	PARTS
120142	1935	PREFERRED ALLIANCE, INC.	01/23/20	95.00	RANDOM AND NON-RANDOM DRUG TESTING FEES
120143	11376	QUINCY ENGINEERING INC	01/23/20	36,434.36	PROFESSIONAL ENGINEERING SERVICES FOR CE



Final Disbursement List. Check Date 01/23/20, Due Date 02/03/20, Discount Date 02/03/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120144	9811	REDFLEX TRAFFIC SYSTEMS	01/23/20	18,800.00	REDLIGHT CAMERA MONITORING
120145	11816	JORDAN RICHTER JORDAN RICHTER SKATEBOARD	01/23/20	198.00	RECREATION CONTRACT
120146	4418	SMITH & SONS ELECTRIC INC.	01/23/20	1,771.98	ELECTRIC REPAIRS
120147	11706	SNG & ASSOCIATES, INC.	01/23/20	15,410.00	ENGINEERING PLAN CHECK AND CONSULTANT SE
120148	11533	ST. FRANCIS ELECTRIC. LLC.	01/23/20	38,413.38	STREETLIGHT MAINTENANCE SERVICES
120149	40	STAPLES	01/23/20	368.64	OFFICE SUPPLIES
120150	197	CALIFORNIA DEPARTMENT OF TAX AND FEE ADM	01/23/20	964.00	UST FEES
120151	7744	T-MOBILE USA, INC.	01/23/20	102.00	CALL DETAIL RECORDS
120152	11812	THE WORKING GROUP/NOT IN OUR TOWN	01/23/20	1,000.00	CONTRIBUTION
120153	146	THYSSENKRUPP ELEVATOR	01/23/20	4,049.33	SERVICE CONTRACT CITY HALL ELEVATOR
120154	11642	TIAA COMMERCIAL FINANCE, INC.	01/23/20	432.92	COPIER LEASE AGREEMENT
120155	4343	TOYOTA MATERIAL HANDLING	01/23/20	367.00	REPAIRS
120156	11809	JENNIFER TRAN	01/23/20	19.72	EXPENSE REIMBURSEMENT
120157	2038	U.S. BANK ST. PAUL CM-9705	01/23/20	41,185.50	AID 26 RFND 2013 ACCT#204275000
120158	4798	UNION PACIFIC RAILROAD COMPANY	01/23/20	1,046.47	PLAN REVIEW-CENTRAL AVE
120159	11610	WASHINGTON URGENT CARE	01/23/20	20.00	TB TESTS
120160	143	IDN WILCO	01/23/20	387.39	SUPPLIES
120161	11693	WEX BANK	01/23/20	454.80	CHEVRON GAS CARDS
120162	11466	YORK	01/23/20	3,182.25	WORKERS COMPENSATION ADMINISTRATION FEES
Total				360,525.28	

Final Disbursement List. Check Date 01/28/20, Due Date 01/28/20, Discount Date 01/28/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
.20163	1163	LEAGUE OF CALIFORNIA CITIES	01/28/20	2,292.00	2020 PLANNING COMMISSIONERS ACADEMY
.20164	11472	PNC EQUIPMENT FINANCE, LLC	01/28/20	250.00	ESCROW ACCOUNT SET UP FEES LEASE# 989878
.20165	11472	PNC EQUIPMENT FINANCE, LLC	01/28/20	250.00	ESCROW ACCOUNT SET UP FEES LEASE# 989878
Total				2,792.00	

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Final Disbursement List. Check Date 01/31/20, Due Date 02/10/20, Discount Date 02/10/20. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
120166	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	01/31/20	743,250.16	FIRE SERVICES
120167	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	01/31/20	2,410.00	CITATION PROCESSING FEES - DEC'19
120168	344	ALAMEDA COUNTY WATER DISTRICT	01/31/20	82.24	CITY WATER USE
120169	284	TREASURER OF ALAMEDA COUNTY INFORMATION	01/31/20	3,838.19	AWS ACCESS FEES
120170	5821	ALL CITY MANAGEMENT SERVICES, INC.	01/31/20	1,811.88	CROSSING GUARD SVCS
120171	11362	ANNETTE PAREDES	01/31/20	11.36	EXPENSE REIMBURSEMENT
120172	8317	ARBORPRO INC	01/31/20	2,250.00	ANNUAL SUPPORT AND UPDATE
120173	348	AT&T	01/31/20	113.95	CIRCUITS, WHITE PAGES
120174	11433	AUTOWISE	01/31/20	69.75	FLEET SERVICES
120175	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	01/31/20	500.92	BATTERIES
120176	4534	BAY AREA BARRICADE SERVICE INC	01/31/20	370.96	SIGNS AND HARDWARE
120177	9888	BUREAU VERITAS NORTH AMERICA INC.	01/31/20	13,372.49	PLAN REVIEW SERVICES
120178	11811	CALIFORNIA CERTIFIED ACCESSIBILITY SPECI	01/31/20	1,999.00	CALCASP ACADEMY FOR GEORGE EMMETT
120179	11687	CALIFORNIA ASSOCIATION OF PUBLIC PROCURE	01/31/20	130.00	CAPPO AGENCY MEMBERSHIP
120180	11281	CALLYO 2009 CORP.	01/31/20	1,560.00	CALLYO SVC
120181	11541	CEL CONSULTING, INC.	01/31/20	9,707.00	SPECIAL INSPECTION SERVICES FOR CIVIC CE
120182	11563	CENTRAL VALLEY TOXICOLOGY, INC.	01/31/20	38.00	LAB TESTS
120183	10825	CHEVROLET OF FREMONT	01/31/20	600.96	FLEET PARTS
120184	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	01/31/20	1,125.00	LATENT PRINTS
120185	5697	CMRTA C/O CITY OF EL SEGUNDO - JAMES AME	01/31/20	100.00	ANNUAL MEMBERSHIP DUES
120186	10793	ALMA DIAZ	01/31/20	300.00	RENTAL DEPOSIT REFUND
120187	10793	SHRI GURU RAVIDAS SABHA BAY AREA	01/31/20	300.00	RENTAL DEPOSIT REFUND
120188	11793	LAURA DA SILVA	01/31/20	138.68	EXPENSE REIMBURSEMENT
120189	5012	DLT SOLUTIONS, LLC	01/31/20	4,074.12	AUTOCAD MULTI-USER SUBSCRIPTION 1/31/20-
120190	1251	EAST BAY DIVISION LEAGUE OF CA CITIES	01/31/20	100.00	LEAGUE OF CALIFORNIA CITIES EAST BAY DIV
120191	10725	MICHELLE VILLANUEVA	01/31/20	889.41	EE COMPUTER LOAN PROGRAM
120192	10725	JADA CHIU	01/31/20	1,335.09	EE COMPUTER LOAN PROGRAM
120193	10725	JOSEPH HUNTER	01/31/20	786.59	EE COMPUTER LOAN PROGRAM
120194	2986	FIRESTONE PHOTOGRAPHY	01/31/20	187.86	UB PHOTO SESSIONS COMMAND STAFF
120195	153	FOLGERGRAPHICS, INC	01/31/20	11,520.55	ACTIVITY GUIDE PRINTING
120196	11112	FREMONT CHRYSLER DODGE JEEP RAM	01/31/20	260.33	PARTS
120197	550	FREMONT RUBBER STAMP CO., INC.	01/31/20	81.23	STAMPERS/DESK SIGNS
120198	10707	GYM DOCTORS	01/31/20	170.00	FITNESS EQUIPMENT
120199	9246	DAVID HIGBEE	01/31/20	177.31	EXPENSE REIMBURSEMENT
120200	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 35	01/31/20	1,257.51	SUPPLIES
120201	11494	KANEN TOURS, INC.	01/31/20	2,520.00	JONATHAN PORETZ - LESHER CENTER 01/26/20
120202	11806	JOHN KAPU	01/31/20	653.71	EXPENSE REIMBURSEMENT
120203	8276	LEHR AUTO	01/31/20	2,472.20	REPAIRS
120204	7189	LINCOLN AQUATICS	01/31/20	44.34	POOL CHEMICALS-PULSAR CLEANER, CALCIUM,
120205	80	LYNN PEAVERY COMPANY	01/31/20	331.39	EVIDENCE SUPPLIES
120206	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	01/31/20	384.40	EMPLOYEE ASSISTANCE PROGRAM
120207	11217	ANDREW MUSANTRY	01/31/20	794.09	EXPENSE REIMBURSEMENT
120208	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	01/31/20	412.00	PEST CONTROL SERVICES
120209	11789	KAILEY PETERSON	01/31/20	666.83	EXPENSE REIMBURSEMENT
120210	11376	QUINCY ENGINEERING INC	01/31/20	10,230.25	PROFESSIONAL ENGINEERING SERVICES FOR CE
120211	11816	JORDAN RICHTER JORDAN RICHTER SKATEBOARD	01/31/20	549.00	RECREATION CONTRACT
120212	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	01/31/20	3,359.19	RENT/WATER
120213	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	01/31/20	175.00	12 MONTHS SMTP PREMAIL MAIL FILTERING
120214	11098	SILVER & WRIGHT LLP	01/31/20	4,850.07	LITIGATION & LEGAL CONSULTING SRVCS
120215	7885	SLOAN SAKAI YEUNG & WONG LLP	01/31/20	255.50	LEGAL ADVICE FEES
120216	503	STANDARD INSURANCE COMPANY	01/31/20	598.56	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG

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By BRETT OEVEERNDIEK (BRETTO)

Final Disbursement List. Check Date 01/31/20, Due Date 02/10/20, Discount Date 02/10/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
20217	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	01/31/20	250.00	PAYROLL DEDUCTION - GARNISHMENT
20218	11644	TIREHUB, LLC.	01/31/20	2,290.99	TIRES
20219	10318	SHANNON TODD	01/31/20	884.37	EXPENSE REIMBURSEMENT
20220	11808	STEVEN TURNER	01/31/20	20.74	EXPENSE REIMBURSEMENT
20221	11758	U.S. BANK NATIONAL ASSOCIATION TFM ESCRO	01/31/20	148,306.33	RETENTION PAYMENT - ACCT# 260108010
20222	10968	UTILITY TELEPHONE	01/31/20	18,128.69	UTILITY TELEPHONE YEARLY VOIP/WAN SERVIC
20223	11487	VANIR CONSTRUCTION MANAGEMENT, INC.	01/31/20	36,201.00	CONSTRUCTION MANAGEMENT SERVICES FOR THE
20224	11651	VERDE DESIGN INC	01/31/20	2,315.88	DESIGN SERVICES FOR CIP #1192 SPORTSFIEL
20225	5623	VERIZON WIRELESS	01/31/20	2,422.50	CELL SVC FOR MDTs
20226	11790	CHRISTI WAYBRIGHT	01/31/20	883.80	EXPENSE REIMBURSEMENT
20227	11718	WEBCOR CONSTRUCTION, LP	01/31/20	2,817,820.22	DESIGN BUILD SERVICES FOR NEWARK CIVIC C
20228	5050	WEST COAST ARBORISTS INC	01/31/20	14,925.00	LLD 4 TREE WORK
20229	7308	THE GOODYEAR TIRE & RUBBER COMPANY	01/31/20	4,256.90	TIRES
20230	3245	ZUMAR INDUSTRIES INC	01/31/20	424.41	MISC SIGNS AND HARDWARE
Total				3,882,347.90	