

CITY OF NEWARK CITY COUNCIL

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

**Various Virtual
Teleconference Locations
7:30 p.m.**

AGENDA

Thursday, July 9, 2020

THIS IS A MEETING BY TELECONFERENCE ONLY. THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN. REFER TO THE END OF THE AGENDA TO REVIEW OPTIONS FOR PARTICIPATING IN THE MEETING REMOTELY OR TO SUBMIT PUBLIC COMMENTS VIA EMAIL.

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the City Council meeting of June 25, 2020.
(MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Introduction of employee.**

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.4 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Acceptance of work with OC Jones & Sons, Inc. for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193 – from Assistant City Engineer Imai. (RESOLUTION)**

- F.2 Confirmation of the Continued Existence of a Local Emergency due to COVID-19 – from City Manager Benoun and Interim City Attorney Kokotaylo. (RESOLUTION)**

- F.3 Authorization for the City Manager to sign a License Agreement with Newark Unified School District for use of MacGregor School Playfields – from City Manager Benoun. (RESOLUTION)**

- F.4 Approval of a Third Amendment to a Contractual Services Agreement with Management Partners for Community Development, Human Resources, and Financial Consulting Services – from City Manager Benoun. (RESOLUTION)**

NONCONSENT

- F.5 Introduction of an Ordinance Amending the Requirements Related To Holding City Council Meetings and Agendas, Adoption of Resolutions Establishing Regular Meeting Schedule For the Remainder of 2020 and designating locations for the posting of agendas and notices – from City Manager Benoun, City Clerk Harrington and Interim City Attorney Kokotaylo. (ORDINANCE) (RESOLUTIONS-2)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

- I.1 Consideration of City Council’s summer meeting recess during the month of August 2020 – from Mayor Nagy. (MOTION)(RESOLUTION)**

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****IMPORTANT NOTICE REGARDING CITY COUNCIL MEETING**

Due to the COVID-19 pandemic, the City of Newark is making several changes related to City Council meetings to protect the public's health and prevent the disease from spreading locally. As a result of the COVID-19 public health emergency, including the Alameda County Health Officer and Governor's directives for everyone to shelter in place, **the City Council Chambers will be closed to the public.** Members of the public should attempt to observe and address the Council using the below technological processes.

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may only view the meeting on television and/or online.

Mayor Nagy, Vice Mayor Freitas, and Council Members Collazo, Hannon, and Bucci will be attending this meeting via teleconference. Teleconference locations are not open to the public. All votes conducted during the teleconferencing session will be conducted by roll call vote.

How to view the meeting remotely:

Live television broadcast - Comcast Channel 26

Livestream online at- <https://www.newark.org/departments/city-manager-s-office/agendas-minutes/live-streaming-meetings>

How to participate in the meeting remotely:

Provide live remote public comments, when called upon by the City Clerk:

From a PC, Mac, iPad, iPhone or Android device: <https://zoom.us/j/92778317161>

From a telephone or to supplement a device without audio, dial+1 669 900 6833, [Webinar ID: 927 7831 7161](#)

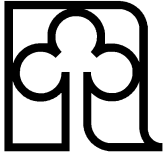
Submission of Public Comments:

Public comments received by 4:00 p.m. on the Council meeting date will be provided to the City Council and considered before Council action. Comments may be submitted by email to City.clerk@newark.org. Comments may also be submitted via e-mail to city.clerk@newark.org at any time prior to closure of the public comment portion of the item(s) under consideration.

Reading of Public Comments: The City Clerk will read aloud email comments received during the meeting that include the subject line “FOR THE RECORD” as well as the item number for comment, provided that the reading shall not exceed five (5) minutes, or such other time as the Council may provide, consistent with the time limit for speakers at a Council meeting and consistent with all applicable laws.

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

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



CITY OF NEWARK CITY COUNCIL

Virtual Meeting, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@Newark.org

**Various Virtual
Teleconference Locations
7:30 p.m.**

AGENDA

Thursday, July 9, 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

Lenka Hovorka
Assistant City Manager

Gina Anderson
Police Chief

Soren Fajeau
Public Works Director

David Zehnder
*Recreation and Community
Services Director*

Kristopher J. Kokotaylo
Interim City Attorney

Krysten Lee
Finance Director

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:

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

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

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

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

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



CITY OF NEWARK CITY COUNCIL

Various locations, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

**Various Virtual
Teleconference Locations
7:30 p.m.**

Minutes

Thursday, June 25, 2020

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:35 p.m. Present were Council Members Hannon, Collazo, Bucci, and Freitas. All participated via virtual teleconference.

B. MINUTES

B.1 Approval of Minutes of the City Council meetings of June 11 and June 16, 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 employees.

Mayor Nagy introduced Police Officers Kailey Peterson, John Kapu, and Dispatcher Justine Maes.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E.1 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 1. **RESOLUTION NO. 11068**

City Manager Benoun stated that due to property ownership within Landscaping and Lighting Districts 10 and 11, Council Member Collazo will recuse from public hearings E.12 and E.13 and he will recuse from hearing E.13. He suggested that the City Council consider public hearings E.1-E.11 concurrently. The City Council agreed with this suggestion. He gave the staff report recommending approval.

At 7:46 p.m. Mayor Nagy opened public hearings E.1 through E.11 Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18, and 19 simultaneously.

No one requested to speak.

At 7:47 p.m. Mayor Nagy closed public hearings E.1 through E.11, Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18, and 19 simultaneously.

Council Member Freitas moved, Council Member Collazo seconded to, to approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18, and 19 for the 2020-2021 fiscal year. The motion passed, 5 AYES.

- E.2 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 2. RESOLUTION NO. 11069**
- E.3 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 4. RESOLUTION NO. 11070**
- E.4 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 6. RESOLUTION NO. 11071**
- E.5 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 7. RESOLUTION NO. 11072**
- E.6 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 13. RESOLUTION NO. 11073**
- E.7 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 15. RESOLUTION NO. 11074**
- E.8 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 16. RESOLUTION NO. 11075**
- E.9 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 17. RESOLUTION NO. 11076**

- E.10 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 18. RESOLUTION NO. 11077**
- E.11 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 19. RESOLUTION NO. 11078**
- E.12 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 10. RESOLUTION NO. 11079**

Council Member Collazo and City Manager Benoun each announced that they would recuse from the next two public hearings due to property ownership conflicts of interest. City Clerk Harrington placed them on hold, disabling their audio and video access.

Public Works Director Fajeau gave the staff report recommending approval.

At 7:52 p.m. Mayor Nagy opened public hearings E.12 through E.13 Landscaping and Lighting District Nos. 10 and 11 simultaneously.

No one requested to speak.

At 7:53 p.m. Mayor Nagy closed public hearings E.12 through E.12, Landscaping and Lighting District Nos. 10 and 11 simultaneously.

Council Member Bucci moved, Council Member Hannon seconded to, to approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District Nos. 10 and 11 for the 2020-2021 fiscal year. The motion passed, 4 AYES, 1 RECUSED (Collazo).

Council Member Collazo and City Manager Benoun returned to the City Council meeting.

- E.13 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 11. RESOLUTION NO. 11080**

F. CITY MANAGER REPORTS

Council Member Hannon requested the removal of F.10 for separate consideration.

Council Member Bucci moved, Council Member Collazo seconded, to approve Consent Calendar Items F.1 through F.9 and F.11 through F.13, that the resolutions be

numbered consecutively, and that reading of the titles suffice for adoption of the resolutions and ordinance. The motion passed, 5 AYES.

CONSENT

- F.1 Authorization for the City Manager to sign Task Order No. 21 to the Joint Powers Agreement with the City of Fremont for Case Management services. RESOLUTION NO. 11081**
- F.2 Authorization for the City Manager to execute Task Order No. 22 to the Joint Powers Agreement with the City of Fremont for Paratransit Service. RESOLUTION NO. 11082**
- F.3 Authorization for the City Attorney to execute a Certification and Mutual Indemnification Agreement with the County of Alameda. RESOLUTION NO. 11083**
- F.4 Calling and giving notice of the holding of a General Municipal Election on Tuesday, November 3, 2020, for the election of certain officers of the City of Newark. MOTION APPROVED Candidate Statement RESOLUTION NO.11084**
- F.5 Approval of the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2020-2021 Project List. RESOLUTION NO. 11085**
- F.6 Authorizing Application for, and, subject to subsequent City Council approval, receipt of Local Early Action Planning (LEAP) Grant Program Funds for future updates to the Housing Element. RESOLUTION NO. 11086**
- F.7 Authorization for the City Manager to execute an agreement with the County of Alameda for participation in the Alameda County Urban County for the Community Development Block Grant (CDBG) Program for fiscal year 2020-2021. RESOLUTION NO. 11087**
- F.8 Establishment of the Fiscal Year 2020-2021 Tax Appropriations Limit . RESOLUTION NO. 11088**
- F.9 Approval of Contractual Services Agreements with Cotton Shires and Associates, Inc. and Geocon Consultants, Inc. for geotechnical engineering and peer review services; Consolidated Engineering Laboratories for materials testing services; GHD and Fehr & Peers for traffic engineering and transportation planning services; and Cal West Lighting & Signal Maintenance, Inc. and Bear Electrical Solutions, Inc. for traffic signal and street light maintenance. RESOLUTION NO. 11089**

F.11 Authorization to accept an Emergency Response to Interpersonal Violence 2020 Pandemic Program Grant from Children’s Advocacy Centers of California (CACC), for the City Manager to execute the Program Certification Form, and 2018-2020 Biennial Budget amendment. RESOLUTION NO. 11090

F.12 Second reading and adoption of an ordinance amending Section 2.12.020 “Qualifications” of the Newark Municipal Code by removing voter registration requirements for Planning Commissioners. ORDINANCE NO. 521

F.13 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2019-20 for General Revisions and Operating Increases. RESOLUTION NO. 11091

NONCONSENT

F.10 Acceptance of work with Bay Construction Co. for Newark Community Dog Park, Project No. 1208. RESOLUTION NO. 11092

Council Member Hannon stated that the Dog Park was open and complimented staff.

No one requested to speak.

Council Member Hannon moved, Council Member Freitas seconded, by resolution, accept the work with Bay Construction Co. for Newark Community Dog Park, Project No. 1208. The motion passed, 5 AYES.

**F.14 Approving and Authorizing the City Manager to execute Side Letters with the Newark Association of Miscellaneous Employees (NAME), Newark Police Association (NPA), and Newark Police Management Association (NPMA) and to execute a modification to the Compensation and Benefit Plan for the Confidential Group and make other corresponding adjustments. RESOLUTION NO. 11093 NAME
RESOLUTION NO. 11094 NPA
RESOLUTION NO. 11095 NPMA
RESOLUTION NO. 11096 Confidential Group**

Assistant City Manager Hovorka reviewed the meetings with the employee groups that resulted in the groups forgoing the scheduled 1.5% salary increase. She thanked the employees, noting that the concessions would save the City \$641,000.

No one requested to speak.

Mayor Nagy thanked staff.

Council Member Collazo moved, Council Member Bucci seconded to by resolutions, approve and authorize the City Manager to execute the Side Letter Agreements with NAME, NPA, and NPMA and execute a modification to the Compensation and Benefit Plan for the Confidential Employee Group and make other corresponding adjustments. The motion passed, 5 AYES.

F.15 Approving and Authorizing the City Manager to execute a Compensation and Benefit Plan Modification for Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group and Approving and Authorizing modification to City Manager's compensation to eliminate scheduled compensation adjustment as a result of changed conditions due to the COVID-19 Pandemic. RESOLUTION NO. 11097

Interim City Attorney Kokotaylo stated that the scheduled 1.5% salary increase for the City Officials and the Management, Supervisory, and Professional Employee Group would also be eliminated.

No one requested to speak.

Council Member Bucci moved, Council Member Freitas seconded to by resolution, approve and authorize the City Manager to execute the compensation and benefit plan modification for employees subject to the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group to eliminate the 1.5% total compensation and salary range increase of 1.5% scheduled for July 1, 2020 and to eliminate the 1.5% total compensation and salary range increase scheduled for July 1, 2020 for the City Manager. The motion passed, 5 AYES.

F.16 Adoption of 2020-2022 Biennial Budget and Capital Improvement Plan. RESOLUTION NO. 11098

Council Member Collazo announced that she would recuse from consideration of the Old Town Priority Development Area (PDA) Streetscape Improvements Project of the Capital Improvement Plan due to property ownership conflict of interest. City Clerk Harrington placed her on hold, disabling her audio and video access.

City Manager Benoun stated that the project would design street signs, lighting, benches, art, and gateway features. Gas tax funds of \$500,000 would fund the project.

No one requested to speak.

Council Member Hannon moved, Council Member Bucci seconded to approve the Old Town Priority Development Area (PDA) Streetscape Improvements Project as shown in the Capital Improvement Plan on page 227. The motion passed, 4 AYES, 1 RECUSED.

Council Member Collazo rejoined the meeting.

City Manager Benoun stated that the budget was balanced with \$6.3 million in reductions. The reductions include the elimination of non-essential positions, non-essential travel and training, reduction in contractual services and supplies, and labor concessions. There will be service impacts as a result of the reductions.

No one from the public requested to speak.

Council Member Hannon requested that future Capital Improvement plans include the estimated start and finish date for the projects.

In response to the City Manager stating that the City may be eligible for \$600,000 in CARES funding, Council Member Hannon requested that staff bring to Council recommendations on how to use the funding.

Council Member Hannon stated that staff may need to prepare additional reduction recommendations if the Utility Users Tax extension does not pass in November. The impact of those additional reductions will need to be communicated to the community.

Council Member Bucci moved, Council Member Collazo seconded to by resolution, adopt a budget and a capital improvement plan for the City of Newark for Fiscal Years 2020-2021 and 2021-2022 and providing for the post-auditing of paid demands certified or approved as confirming to such approved budget. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy stated that the Fireworks hotline was activated early this year due to the increase of illegal fireworks in the community and throughout the State.

Council Member Hannon thanked his wife, Kathy, noting it was their 42nd wedding anniversary.

Council Member Bucci congratulated the Hannon's on their anniversary. He stated that the sale of Safe and Sane Fireworks are an important fundraiser for local nonprofits. He hoped that the increase in illegal fireworks did not put that in jeopardy.

Council Member Collazo reviewed the history of the Pledge of Allegiance. She shared racist comments that have been made towards her and stated that the City of Newark has no room for racism. She stated to shop Newark for fireworks.

Council Member Freitas thanked Police Chief Anderson and welcomed the new Police Department employees. He stated that he received compliments from the public on Community Development Director Turner's Census presentation at the last City Council meeting.

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

K. ORAL COMMUNICATIONS

No one requested to speak.

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 121277 through 121482.

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

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:37 p.m.

C.1 Introduction of employee.

Background/Discussion – Associate Planner Mayank Patel will be introduced at the City Council meeting.

F.1 Acceptance of work with OC Jones & Sons, Inc. for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193 – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – On April 25, 2019, the City Council awarded a contract to OC Jones & Sons, Inc. for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193. The synthetic turf fields and skate park at Sportsfield Park are firsts in the City of Newark and were both identified as high priority projects in the Citywide Parks Master Plan. The project has received multiple awards including the California Park and Recreation Society 2019 Award of Excellence in Design Park Planning, the California Park and Recreation Society District 3 Outstanding Park Award and the American Public Works Association 2020 Public Works Project Award for Structures.

The project was completed on time and within budget using Park Improvement and Capital funds. Staff has confirmed that all work has been completed in accordance with the plans and specifications.

Attachment - Resolution

Action – Staff recommends that the City Council, by resolution, accept the work with OC Jones & Sons, Inc. for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE WORK WITH OC JONES & SONS, INC. FOR SPORTSFIELD PARK SYNTHETIC TURF FIELDS AND NEWARK SKATE PARK AT SPORTSFIELD PARK, PROJECT NOS. 1192 AND 1193

WHEREAS, the City of Newark entered into contract with OC Jones & Sons, Inc., pursuant to Resolution No. 10,919, for Sportsfield Park Synthetic Turf Fields and Newark Skate Park at Sportsfield Park, Project Nos. 1192 and 1193, 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 the bonds, the filing of a Notice of Completion, and payment to the contractor pursuant to the contract at the discretion of the City Engineer.

F.2 Confirmation of the Continued Existence of a Local Emergency due to COVID-19 – from City Manager Benoun and Interim City Attorney Kokotaylo. (RESOLUTION)

Background/Discussion – The City Council ratified a proclamation of local emergency on March 17, 2020 as a result of the COVID-19 pandemic. The City Council on May 14, 2020 confirmed the continued existence of the local emergency due to the COVID-19 pandemic in accordance with state law. City staff recommends that the City Council confirm the continued existence of the local emergency.

On March 16, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency pursuant to California Government Code Section 8630 and Newark Municipal Code Chapter 2.16. The emergency declaration was based on conditions of extreme peril to the safety of persons and property within the City as a consequence of the global spread of novel coronavirus 2019 ("COVID-19"), including confirmed cases in Alameda County. On March 17, 2020, the City Council adopted a resolution ratifying the Proclamation of Local Emergency issued by the Director of Emergency Services.

On May 14, 2020, the City Council adopted a resolution confirming the continued existence of the local emergency due to the COVID-19 pandemic.

Pursuant to Government Code Section 8630, the City Council must review and confirm the continued existence of a local emergency at least once every sixty (60) days.

In recent weeks, there has been progress in mitigating the spread of COVID-19. However, the conditions that prompted the original declaration of a local emergency continue to exist and health officials are still learning more information regarding the nature of COVID-19 and how it is transmitted. Community transmission of COVID-19 continues to occur, and the number of cases within Alameda County continues to rise. At the time of this writing there are now over 6,000 cases within the County, and over 135 deaths. This displays a precipitous rise in the infection and death rates over the past month. On June 18, 2020, the Alameda County Health Officer extended the order for all residents to shelter at home until the health order is rescinded, superseded, or amended. Public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist.

Declaring a state of emergency provides local governments with the power necessary to coordinate and implement plans aimed at protecting the community and property during a disaster. For example, a declaration of emergency is often necessary to secure mutual disaster aid from local, state, and federal agencies. This will also permit the Director of Emergency Services to promulgate orders and regulations necessary for the protection of life and property and ensures that the City and its officials and employees are immune from liability when exercising their official duties during this emergency.

If adopted, the declaration of emergency will continue to remain in place until the emergency conditions have ended. However, the City Council will be required to continue to review the declaration at least every 60 days.

Attachment – Resolution

Action – Staff recommends that the City Council, by resolution, confirm the continued existence of the local emergency due to COVID-19.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING THE CONTINUED EXISTENCE OF
A LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, Government Code Section 8630 and Newark Municipal Code Section 2.16.060 authorize the Director of Emergency Services to proclaim a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter; and

WHEREAS, in accordance with Government Code Section 8630 and Newark Municipal Code Section 2.16.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 16, 2020; and

WHEREAS, on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

WHEREAS, on May 14, 2020, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, pursuant to Government Code Section 8630 the City Council must periodically review the need for continuing the local emergency; and

WHEREAS, pursuant to Government Code Section 8630, the City Council must review the need for continuing the local emergency at least every sixty (60) days; and

WHEREAS, the next regularly scheduled meeting of the City Council is later than the sixty (60) day expiration of the previous Resolution per Government Code Section 8630; and

WHEREAS, the conditions that prompted the original declaration of a local emergency continue to exist; and

WHEREAS, the recitals contained in Resolution No. 11031 adopted by the City Council on March 17, 2020, and the recitals contained in Resolution No. 11048 adopted by the City Council on May 14, 2020, are incorporated into this Resolution as if stated herein; and

WHEREAS, while there has been progress in mitigating the spread of COVID-19, community transmission of COVID-19 has continued to occur and health officials are still learning more information regarding the nature of COVID-19 and how it is transmitted; and

WHEREAS, the number of cases within Alameda County has continued to rise, and there are now over 6,000 confirmed cases of COVID-19 within the County, and 135 deaths as of July 1, 2020; and

WHEREAS, the Alameda County Health Officer on June 18, 2020 extended the order for all residents to shelter at home until the order is rescinded, superseded, or amended; and

WHEREAS, the public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist; and

WHEREAS, the health, safety, and welfare of Newark residents, businesses, visitors, and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows the City to access resources in a timely manner in a timely fashion; and

WHEREAS, the City Council finds that conditions of extreme peril to the safety of persons and property within the territorial limits of the City related to COVID-19 pandemic continue in existence; and

WHEREAS, the City Council finds that extraordinary measures are required to protect the public health, safety, and of persons and property within the City that are or are likely to be beyond the control or capability of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council desires to confirm the continued existence of a local emergency within the City of Newark due to COVID-19.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Newark hereby declares as follows:

1. The local emergency declared by Resolution No. 11031 due to the COVID-19 pandemic continues to exist within the City of Newark.
2. During the existence of the declared local emergency, the powers, functions, and duties of the City Manager, acting as Director of Emergency Services, and the emergency organization of this City shall be those prescribed by State law and by ordinances and resolutions of the City of Newark.
3. The declaration of local emergency shall remain in effect until such time that the City Council determines that the emergency conditions have been abated.

4. City staff is directed to place an item on the agenda for review at least every sixty (60) days from the effective date of this Resolution to determine the need for continuing the local emergency pursuant to Government Code Section 8630.

F.3 Authorization for the City Manager to sign a License Agreement with Newark Unified School District for use of MacGregor School Playfields – from City Manager Benoun. (RESOLUTION)

Background/Discussion – In 1987, the City of Newark (“City”) and Newark Unified School District (“District”) signed a “School Playfield Development and Maintenance Agreement”. The agreement allowed the City to construct and maintain what is now commonly known as the “MacGregor School Playfields” and, in exchange, the District leased to the City the property for a dollar per year for a period of twenty years. The purpose of the agreement was to provide “wholesome recreation facilities for the residents of Newark”.

City and District staff prepared a new “License Agreement” that would continue the mutually beneficial relationship between the City and the District and also reaffirm the shared commitment to providing recreational amenities to the Newark community. The final draft is attached to this staff report.

In summary, the District would rent the MacGregor School Playfields to the City for a dollar per year for the next three and a half years and, in exchange, the playfields would be managed by the City and would be used by Newark residents and community sports organizations for recreational activities, as well as serve as the venue for Newark Days.

The material provisions include the following:

- **Term:** This agreement would last until the end of 2023 and would automatically be extended for a three year term if not cancelled.
- **Rent:** The City would rent the site from the District for a dollar per year. The site includes the MacGregor School Playfields as well as the adjacent parking lot located off Cedar Blvd.
- **Use of Playfields:** The City would be responsible for scheduling of use of the playfields. The playfields would be used by residents and community sports organizations for recreational purposes, as well as by Newark Days and by the District.
- **Maintenance:** The City would continue its obligation to maintain the playfields, including mowing, irrigation, and weed management.
- **Utilities:** The City would be solely obligated to pay for water and electric utilities. This would be a new obligation for the City to assume as the previous agreement required the District to solely pay the cost of utilities. The District has provided the City with invoices and, based on a review of the invoices, staff anticipates that it will cost approximately \$60,000 annually. Staff recommends that the City pay the utilities

because the MacGregor School Playfields is a recreational amenity for all City residents and organizations and not just District students.

The License Agreement has been reviewed and approved by the City-NUSD Liaison Committee. It was also approved by the District's Board of Trustees at a meeting held in February of this year.

Fiscal Impact – As discussed, the City would be responsible for payment of utilities. Staff anticipates these costs to be \$60,000 per year. However, these anticipated costs were included in the 2020-2022 biennial budget that was recently adopted.

Attachments – (1) Proposed Resolution;
(2) Draft License Agreement; and
(3) “School Playfield Development and Maintenance Agreement” (1987).

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to sign a License Agreement with Newark Unified School District for use of MacGregor School Playfields.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING AND AUTHORIZING THE CITY
MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE
NEWARK UNIFIED SCHOOL DISTRICT FOR MACGREGOR
SCHOOL PLAYFIELDS

WHEREAS, the Newark Unified School District (“District”) is the owner of that certain property commonly known as the MacGregor School Playfields; and

WHEREAS, the City and District entered into that certain School Playfield Development and Maintenance Agreement dated June 25, 1987 (the “Agreement”); and

WHEREAS, the Agreement authorized the City to construct and maintain a playfield and a parking lot on the MacGregor School Playfields; and

WHEREAS, the City and District recognize that the playfields continue to be a benefit to the City, the District, and citizens and residents of Newark by providing recreational facilities to organizations such as the Newark Soccer League and Newark Little Leagues, and by providing a venue to host the City’s annual birthday celebration commonly known as “Newark Days”; and

WHEREAS, the City and District wish to reaffirm their commitment to providing recreational amenities to the residents of Newark and therefore wish to continue this longstanding arrangement by entering into a license agreement, the terms and conditions which were presented to the City Council in an accompanying staff report on July 9, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark as follows:

- 1) The license agreement attached hereto is approved in substantive form or as otherwise approved to form by the City Attorney.
- 2) The City Manager is authorized to execute the license agreement in substantive form attached hereto or as otherwise modified and approved to form by the City Attorney.
- 3) The City Manager is authorized to take all actions necessary and appropriate to effectuate the intent of this resolution including the execution of any necessary amendments or revisions to the license agreement, in a form approved by the City Attorney.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is entered into this day of , 2020 (the “Effective Date”), by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as “City”, and the NEWARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District” (City and District are individually referred to as “Party” and collectively referred to as “Parties”).

RECITALS

WHEREAS, the City and District entered into that certain School Playfield Development and Maintenance Agreement dated June 25, 1987 (the “Agreement”); and

WHEREAS, the Agreement, in summary, authorized the City to construct and maintain a playfield and a parking lot commonly known as the MacGregor School Playfields and, in exchange, District leased to City said premises for one dollar (\$1.00) per year for twenty (20) years; and

WHEREAS, the purpose of the Agreement was to provide “wholesome recreation facilities for the residents of Newark”; and

WHEREAS, the Agreement further recognized that the construction and maintenance of the playfields would provide a “benefit to the City of Newark and the Newark Unified School District as well as the citizens of Newark”; and

WHEREAS, the Parties recognize that the playfields continue to be a benefit to the City, District, and citizens and residents of Newark by providing recreational facilities to organizations such as the Newark Soccer League and Newark Little Leagues, and by providing a venue to host the City’s annual birthday celebration commonly known as “Newark Days”; and

WHEREAS, the Parties wish to reaffirm their commitment to providing recreational amenities to the residents of Newark and therefore wish to continue this longstanding arrangement by entering into this License.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. GRANT OF LICENSE

Pursuant to the terms and conditions of this License, the District provides a revocable, non-exclusive license to the City for that particular playfield and parking lot on property commonly known as 35777 Cedar Boulevard in Newark, California, as more specifically outlined with a dashed line in *Exhibit A* (referred to in this Agreement as “**MacGregor School Playfields**”), for the sole purpose of allowing the City access to the athletic fields for programming consistent with the intent of this License. City shall be responsible for all costs and services relating to City’s operations.

2. **TERM**

This License commences on the Effective Date and terminates on January 1, 2024 (the “**Term**”), unless such Term is earlier terminated as provided in this License. The Term of this License shall be automatically extended for one (1) three (3) year period upon the same terms and conditions of this License commencing immediately upon the expiration of the Term, subject to the option of either Party to not renew this License upon one hundred eighty (180) days advance written notice to the other Party prior to expiration of the Term. Either Party may revoke this License for any reason upon one hundred eighty (180) days advance written notice to the other Party. Upon termination of this License for any reason, or at the expiration of the Term hereof, all of the City’s rights under this License shall terminate, the City shall cease use and maintenance of the MacGregor School Playfields, and the City shall remove all City-owned portable equipment from the MacGregor School Playfields. Any fixtures or capital improvements installed shall remain on the MacGregor School Playfields. Except with respect to the City’s obligations under this License to pay rent, utilities, and all other expenses, damages, claims, liens, judgments, fees, or costs incurred, caused by, or accrued by the City or the City’s employees, volunteers, contractors, or invitees during the Term of this License, and except with respect to the City’s obligations under Sections 9, 12, and the second paragraph of Section 10 herein, the Parties’ respective obligations under this License shall terminate upon the end of the Term or earlier termination of this License, unless otherwise specified within this License.

3. **RENT**

City shall pay annual rent in the amount of one dollar (\$1.00) to the District on the Effective Date, and on each anniversary of the Effective Date during the Term.

4. **USE OF MACGREGOR SCHOOL PLAYFIELDS**

The District licenses the MacGregor School Playfields to the City for purposes of (1) providing playfields to Newark residents and community sports organizations, including, but not limited to, Newark Soccer Club and Newark Little Leagues; and (2) for hosting Newark Days pursuant to Chapter 8.34 of the Newark Municipal Code (“**Newark Days**”). No other uses by the City are permitted except by prior written consent of the District.

Newark Days shall be given first priority for purposes of scheduling activities at the MacGregor School Playfields. Newark Days is held the second weekend following the Labor Day weekend, with activities commencing on Thursday evening and concluding on Sunday evening.

City shall manage the scheduling of the MacGregor School Playfields, and shall provide the contact information to the District of the City employee in charge of scheduling. City may only schedule City use of the MacGregor School Playfields when not in conflict with Newark Days or the District’s scheduled use of the MacGregor School Playfields.

District shall notify the City of any District need to use the MacGregor School Playfields and City shall schedule the District's request, provided the City has not already scheduled another use for the MacGregor School Playfields. District shall comply with all applicable City requirements when scheduling events at the MacGregor School Playfields including but not limited obtaining a minor use permit pursuant to Newark Municipal Code Chapter 17.35 or obtaining a special event permit pursuant to Newark Municipal Code Chapter 5.40 as necessary. As permitted by law, the District shall retain the right to hold educational activities on the MacGregor School Playfields without obtaining a minor use permit or special event permit.

Notwithstanding any of the provisions in this License, the area identified as the Limited Access Area(s) on *Exhibit A* may not be used by City during school hours as set by the District's official calendar, except for maintenance activities performed by the City or the City's contractors. The City may only schedule use of the Limited Access Area(s) during non-school hours.

District makes no representations of any kind as to the conditions of, on or under the MacGregor School Playfields. City is familiar with the current condition of the MacGregor School Playfields and accepts the MacGregor School Playfields in their "as is" condition. District has no responsibility to make any modifications to the MacGregor School Playfields that may be required for the City's use. Furthermore, District makes no representations or warranties regarding the fitness or suitability of the MacGregor School Playfields for City's intended use of same.

5. SAFETY AND SECURITY

With the exception of District students or other persons who are under direct District supervision or are otherwise using the MacGregor School Playfields with the District's consent, and except as otherwise provided in this License, City shall be solely and completely responsible for the safety of all persons and property when using the MacGregor School Playfields pursuant to this Agreement.

6. USER FEES

Any user fee charged by the City shall be in compliance with all applicable laws.

7. MAINTENANCE

City shall, at its own cost, provide maintenance to the MacGregor School Playfields, including but not limited to mowing, fertilization, irrigation, irrigation repairs, aeration, weed management, insect and rodent control, repairing damage from heavy use or vandalism, and other work as necessary to keep the MacGregor School Playfields in reasonably good playing condition. City shall maintain the MacGregor School Playfields at the same standard that the City maintains for other City-owned natural surface playfields.

City shall also, at its own cost (1) maintain the backstops and goalposts in reasonably good working order; (2) provide trash pick-up and disposal on at least a weekly basis; (3)

provide maintenance of the MacGregor School Playfields' parking lot (including curbs); and (4) maintain the park signage as identified in "Exhibit A" in reasonable order.

8. IMPROVEMENTS

Other than the maintenance and repairs described above, the City shall make no alterations, improvements, or modifications ("Improvements") to the MacGregor School Playfields without the prior written consent of the District. Prior to commencing any Improvements, the City shall provide the District's Superintendent or designee with drawings, plans, and specifications for its proposed Improvements for the District's review, and shall obtain the District's written approval. Such submission shall include the estimated dates for commencement and completion of the proposed Improvements and shall identify those Improvements, which require the approval of the California Division of the State Architect ("DSA") or another state agency.

Except as set forth herein or expressly agreed in writing by the Parties, the City shall be solely responsible for all of the costs and expenses related to Improvements, including but not limited to the costs of planning, permitting, design, engineering, architectural services, and construction of Improvements. All Improvements completed by the City hereunder shall be compliant with all applicable law. All contracts for construction of the Improvements shall provide for compliance with all applicable laws regarding the construction of public works projects, including but not limited to, the payment of prevailing wage.

The District agrees to reasonably cooperate with the City, at no cost to District, to secure DSA approval of the Improvements as well as all other permits and required approvals ("Governmental Approvals"). However, the City acknowledges that it assumes full responsibility for securing and maintaining all such Governmental Approvals, and for the costs and expenses incurred in securing and maintaining the same.

The District agrees to take such actions as are reasonably necessary to facilitate planning, construction, and all activities attendant to the Improvements, including granting rights of entry onto the MacGregor School Playfields to the City, its contractors, and consultants, so long as such actions: are at no cost to District; comply with all applicable laws; and do not disrupt or interfere with school operations or activities at Whiteford Pre-School and Newark Adult Education. During school hours, the City's contractors and consultants will comply with District and school rules and regulations regarding the presence of visitors on campus, and shall check in at the school office prior to entering campus for work other than regular maintenance activity occurring at the MacGregor School Playfields.

9. LIENS AND CLAIMS

City shall promptly pay in full all costs associated with any alterations installed or constructed by or on behalf of City, and any costs associated with any furnishings City shall cause to be delivered to the MacGregor School Playfields. City shall also timely pay in full all persons who perform labor or provide materials. If any mechanics' or materialmen's liens or any other liens or claims for any work done or items furnished at City's request are filed against the MacGregor School Playfields, City shall promptly

remove the liens and claims at City's own expense. If City fails to remove the liens or claims and any judgment is entered thereon or thereunder, City shall pay that judgment. Should City fail, neglect, or refuse to remove any such liens or claim or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims, and City shall be liable to District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. District may record, post and maintain upon the facilities a notice of non-responsibility. City shall not encumber by any security instrument, all or a part of City's interest under this License without the prior written consent of District, and upon such terms and conditions as District may require. These obligations shall survive the expiration or earlier termination of this License.

10. DAMAGE TO MACGREGOR SCHOOL PLAYFIELDS

Any damage to the MacGregor School Playfields, resulting from misuse or abuse by the District, its employees, volunteers, contractors, students, or invitees shall be the responsibility of the District and shall be repaired or replaced by the District or its qualified licensed contractor. Before any work is performed, District will notify the City as to the necessary repairs and the identity of the District's contractor for appropriate coordination.

Any damage to the MacGregor School Playfields resulting from misuse or abuse by City, its employees, volunteers, contractors, or invitees, including all Newark Days activities, shall be the responsibility of the City and shall be repaired or replaced by the City or a qualified licensed contractor. Before any work is performed, City will notify the District as to the necessary repairs and the identity of the contractor. This obligation shall survive the expiration or earlier termination of this License.

Any damage to the MacGregor School Playfields caused by parties other than those identified in the previous paragraphs, or caused by weather or other natural forces, shall be reported by City to the District as soon as reasonably practical following discovery by the City. Any necessary repairs or replacement as a result of such damage shall be the responsibility of the City

11. UTILITIES

City shall be solely responsible for paying for the service of water and electric utilities furnished to, or used for, the MacGregor School Playfields (collectively, "Utility Expenses") during the term of this License. For any Utility Expense directly invoiced or billed by the utility to the City, the City shall pay it as required by the utility.

For any Utility Expense directly invoiced or billed by the utility to the District, the City shall pay the District for such Utility Expense within forty-five (45) days of written notice from the District. The written notice shall be included on District letterhead and include a copy of the billing statement from the utility to support the invoice from the District. The MacGregor School Playfields are served by separate meters, however, if the amount of the Utility Expense to be paid by the City is not clear from the utility's invoice

or bill, the City shall pay the City's share of the invoice or bill as reasonably estimated by the District and agreed upon by City based upon factors such as size of the MacGregor School Playfields and intensity of use of such utilities by City such that City shall pay the portion of such charges reasonably consistent with City's use of such utilities and similar services..

12. MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, each Party to this License shall hold harmless, defend and indemnify the other Party, its elected officials, respective governing board, officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from a Party's negligent and/or intentional misconduct in the performance of services under this License, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the respective Party's performance of this License (collectively, "Liabilities"). Each Party may participate in the defense of any such claim without relieving the other Party of any obligation hereunder. The indemnity, defense, and hold harmless obligations set forth herein shall survive the termination of this License.

13. INSURANCE

Coverage Required. Before the execution of this License, and during the Terms thereof, each Party shall obtain and maintain, at its sole cost and expense, the following insurance policies covering the MacGregor School Playfields, and each Party's use of the MacGregor School Playfields, provided by an insurance company reasonably acceptable to the other Party:

- Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations and contractual liability with limits not less than One Million Dollars (\$1,000,000) per Occurrence, Two Million Dollars (\$2,000,000) General Aggregate and Two Million Dollars (\$2,000,000) Products Completed Operations Aggregate for bodily injury, personal injury, and property damage.
- Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Million Dollars (\$1,000,000) combined single limit covering all officers, agents, employees and contractors of Licensee involved in providing Licensee's Services at the MacGregor School Playfields.
- Workers' Compensation, Employer Liability. Workers' Compensation insurance as required by law and Employer's Liability insurance in an amount not less than the Statutory requirements.

Other Agreements. If there is any other written agreement or agreements between the District and the City that obligates the City to have different policy limits, then the City shall hold the highest of the policy limits required by the agreements.

Property Insurance. District shall maintain property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard “All Risks” coverage, including coverage for earthquake and sprinkler leakage.

Insurance Policy Criteria. All policies of insurance required to be carried by the City shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code section 6500, et seq. Any insurance required of the City hereunder may be furnished by the City pursuant to a blanket policy carried by it or under a separate policy.

Copies of Policies. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to District prior to the Effective Date, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy provided by the City under this License shall be occurrence based, not “claims made.” In addition, District shall be named as an additional insured on the liability policies. District may, at any time and from time to time, upon reasonable notice to the City and at no cost to the City, inspect and/or copy any and all insurance policies required hereunder.

Liability. In no event shall the policies required hereunder be considered as limiting the liability of the City under this License.

City may meet these insurance requirements through self-insurance.

Each insurance policy required by this Section shall be endorsed to state that coverage shall not be canceled by either Party, except after ten (10) days’ prior written notice by certified mail, return receipt requested, has been given to the other Party.

14. NO PROPERTY INTEREST

This License does not create any interest for City in the MacGregor School Playfields or any property owned or maintained by the District, and is not coupled with any property interest or other interest. The License is personal to City and is not assignable without first obtaining District’s consent, which consent may be withheld in District’s sole discretion.

15. EVENT OF DEFAULT

An Event of Default under this License shall occur if any Party fails to comply with any of the covenants or obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice thereof (or fails to commence to cure such default

within such thirty (30) day period and thereafter fails to proceed with due diligence to cure such default). Upon the occurrence of an Event of Default hereunder, the non-defaulting Party may terminate this License by giving written notice, and the Parties may pursue all remedies at law or in equity, expressly including the remedy of specific performance of this License.

16. 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 to:

City:

City Manager
City of Newark
37101 Newark Boulevard
Newark, CA 94560

with a copy to:

City Attorney
City of Newark
37101 Newark Boulevard
Newark, CA 94560

District:

Superintendent of Schools
Newark Unified School District
5715 Musick Avenue
Newark, CA 94560

17. COMPLIANCE WITH LAWS

City, at its sole cost and expense, shall comply with all applicable local state and federal laws pertaining to the use, operation and management of the MacGregor School Playfields. City shall not itself use the License for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the MacGregor School Playfields which would result in a nuisance or a violation of law. City shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the MacGregor School Playfields for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the MacGregor School Playfields which would result in a nuisance or a violation of law.

18. ENTIRE AGREEMENT

This License constitutes the entire agreement between City and District relative to the MacGregor School Playfields and this License, and this License may be altered or amended only by an instrument in writing signed by both City and District and approved by their governing bodies. City and District agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the MacGregor School Playfields are merged in or revoked by this License.

19. SEVERABILITY

If any term or provision of this License shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this License shall not be affected thereby, and each term and provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

20. WAIVER

The failure by either Party to enforce any term or provision of this License shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this License shall be deemed or shall constitute a waiver of any other provision of this License, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

21. HEADINGS

The headings used in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

22. GOVERNING LAW; VENUE

This License shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any legal action filed in connection with this License shall be filed in the Superior Court of Alameda County, California.

23. EXECUTION IN COUNTERPARTS

This License may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed License. Signatures transmitted by facsimile or electronic mail shall be deemed original signatures.

24. SUBJECT TO APPROVAL BY GOVERNING BODY

This License shall become effective only upon approval or ratification by the respective governing bodies of the Parties.

25. ATTORNEYS' FEES

If a party to this License commences a legal action against the other party to enforce a provision of this License or seek damages related to this License, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this License the day and year first above written.

“DISTRICT”
NEWARK UNIFIED SCHOOL DISTRICT

“CITY”
CITY OF NEWARK

By _____

By _____
Mr. David J. Benoun
City Manager

Attest:

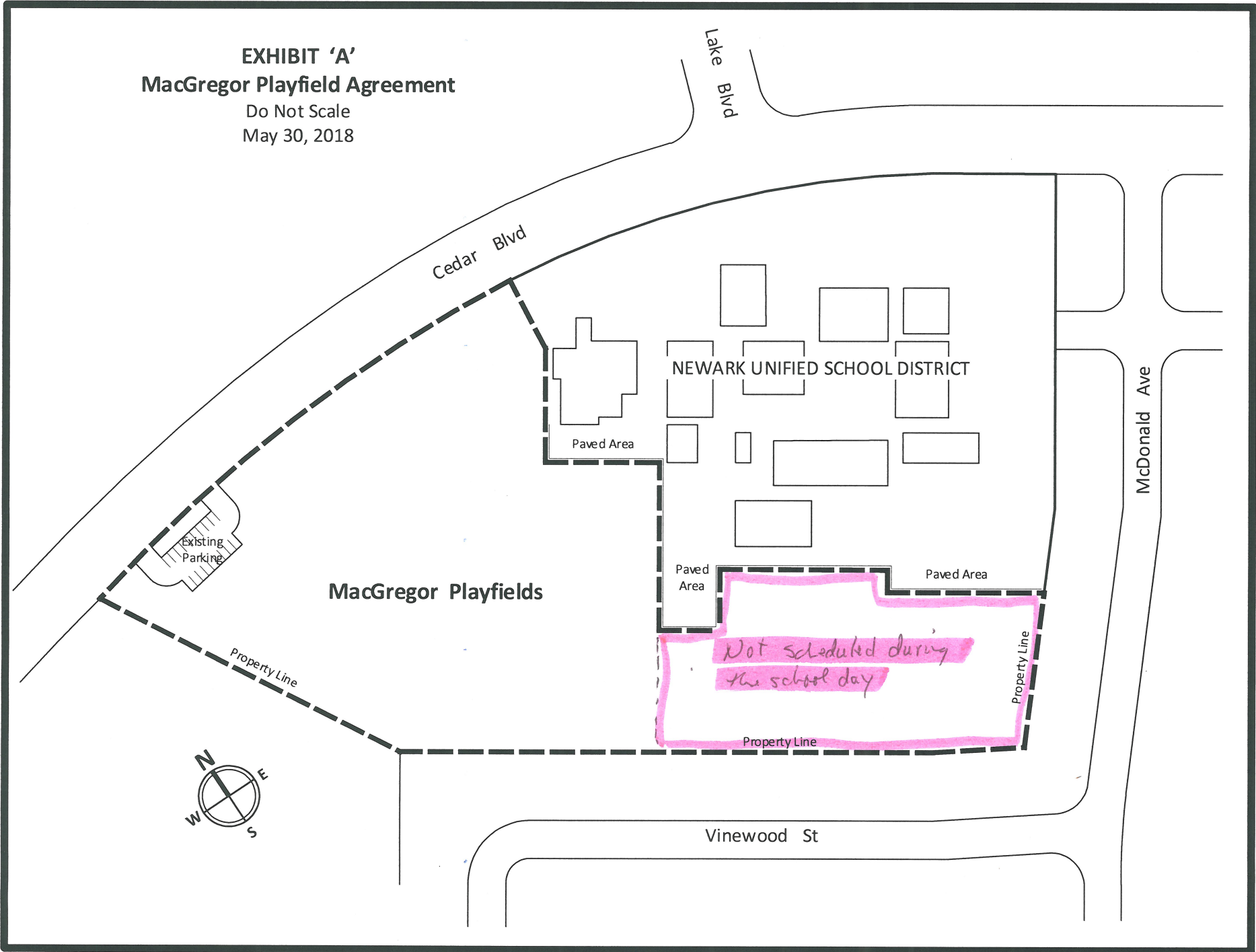
Ms. Sheila Harrington
City Clerk

Approved as to Form:

Mr. Kristopher J. Kokotaylo, Esq.
Interim City Attorney

EXHIBIT 'A'
MacGregor Playfield Agreement

Do Not Scale
May 30, 2018



SCHOOL PLAYFIELD DEVELOPMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 25th day of June 1987, by and between the City of Newark, California, hereinafter referred to as "City," and the Newark Unified School District, hereinafter referred to as "District."

WITNESSETH

WHEREAS, the Education Code of the State of California authorizes and empowers public school districts to grant the use of school grounds of a school district to any other public agency for the purpose of organizing, promoting and conducting such programs of community recreation as will contribute to the attainment of general education and recreational objectives for children and adults of the State; and

WHEREAS, the City Council of the City of Newark and the Board of Education of the Newark Unified School District desires to provide wholesome recreation facilities for the residents of Newark; and

WHEREAS, the City Council of the City of Newark has expressed a desire to develop parks and recreation facilities at various school playfields; and

WHEREAS, the City of Newark has indicated a desire to upgrade and provide continued maintenance at the MacGregor School playfields and will adjust its appropriation limit for the City to recognize this additional expense; and

WHEREAS, the upgrading and improved maintenance of the MacGregor School site playfields on Cedar Boulevard at Lake Boulevard will be of benefit to the City of Newark and the Newark Unified School District as well as the citizens of Newark; and

NOW, THEREFORE, the parties hereby agree as follows:

1. It is the intent of the City of Newark to revise the previously approved Master Plan for MacGregor School. The revised Master Plan will be subject to review and approval by the Newark Unified School District as well as the Newark City Council.
2. District hereby agrees to allow City to construct playfields, a parking lot and associated appurtenant service structures, if required, as mutually agreed by parties, within the area covered by this Agreement. The area covered by this Agreement is shown on the attached Exhibit A.
3. The City shall prepare plans and specifications for the construction to be accommodated within the area shown on Exhibit A attached hereto. Plans and specifications for the work shall be presented for approval by District prior to awarding a contract for such work. Said plans and specifications shall be submitted within a reasonable time after Agreement becomes effective, but not to exceed one year.
4. City shall assume all maintenance of any improved areas within the boundaries of Exhibit A upon the completion of the installation of these improvements. City shall not be responsible for areas not improved but

- within the boundaries of Exhibit A. Maintenance shall be considered to include mowing, fertilization, irrigation and repairs, aeration, weed, insect and rodent control, repairing damage from heavy use, vandalism and other work as necessary to keep the playfields in good playing condition.
5. All construction shall be accomplished by City, either through the use of City forces and/or under contract. City shall be responsible for all construction maintenance.
 6. District shall retain the responsibility for non-playfield maintenance including all areas outside the boundaries of Exhibit A, areas not improved by City under this Agreement, and playground equipment including backstops and goals. If a new parking lot is constructed within the boundaries of Exhibit A for the benefit of the playing fields and/or the Community Center, the maintenance of this parking lot including curbs will be the responsibility of City.
 7. Upon the completion of all improvements covered by this Agreement, the area covered by Exhibit A shall be available when not in conflict with District needs on a first come, first served basis including activities associated with Newark Days and the Community Center, overflow activities associated with the adjacent Newark Community Park, and for organized sports activities.
 8. District shall pay for the cost of all irrigation (water) necessary to maintain these fields. It is estimated that 2,750 100-cubic foot units of water per acre of improved turf will be needed yearly to maintain the improved areas. City shall pay District for any watering in excess of this quantity. City reserves right to extend a main water system from the adjacent Newark Community Park, which is served by a City-owned well, to serve the area within the boundaries of Exhibit A. If this option is exercised, City will pay for, at its own cost, a meter to measure the volume of water utilized for the improved areas. District hereby agrees to pay for this well-supplied water at the prevailing Alameda County Water District rate for pump-supplied water. City and District hereby agree that any proposed changes in the water usage or improved area shall require a thirty (30) day notice to the other party.
 9. City will be responsible for scheduling the use of improved fields covered under this Agreement and use for community-related organized sports when not in conflict with District programs. City will coordinate the use of the playfields with District to provide for educational uses which shall have priority over other uses.
 10. In the event the City desires to charge a user fee, it will work cooperatively with District to comply with the State Education Code.
 11. City shall hold District harmless and indemnify it against any claim arising out of injury due only to maintenance or design of the improved fields within the areas delineated on Exhibit A and under its control. Except for gross negligence of District, City shall hold District harmless and indemnify it against claims arising out of injury due to losses within the scope of City sponsored activities. Except for the gross negligence of City, District shall hold City harmless against any claims arising out of injury due to losses within the scope of the school- sponsored activity.

12. The fee for this lease and use of Newark Unified School District properties at MacGregor School shall be set at \$1.00 per year indefinitely. This Agreement shall be in force for twenty (20) years, unless the District sells or otherwise disposes of the property. Intention to terminate shall be declared by giving written notice to the other party at least sixty (60) days prior to the date termination of this Agreement is desired.
13. This writing constitutes the entire agreement between the parties relative to this project and no modification hereof shall be effective unless or until such modification is evidenced in writing by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in this Agreement.

IN WITNESS THEREOF, said parties have executed this Agreement the date and year first herein after above written.

NEWARK UNIFIED SCHOOL DISTRICT

By Ernest M. Antonio
President of its Board of Education

By R. J. Sullivan
Clerk of its Board of Education

CITY OF NEWARK, CALIFORNIA

By David W. Smith
Mayor

ATTEST

By Debra M. Meloy
City Clerk

APPROVED AS TO FORM:

By Anthony J. Gany
City Attorney

F.4 Approval of a Third Amendment to a Contractual Services Agreement with Management Partners for Community Development, Human Resources, and Financial Consulting Services – from City Manager Benoun. (RESOLUTION)

Background/Discussion – The City signed a contract with Management Partners in March of 2019 for a compensation total of \$50,000 to provide assistance with community development matters. This assistance was necessary when the City’s previous Community Development Director left for a position in another jurisdiction. The first amendment to the contract was signed in August of 2019 to increase the compensation total not to exceed amount to \$132,000 and to expand the scope of work to include human resources and financial consulting assistance. This augmentation was necessary to provide staff with expert advice on various labor and employment matters and various budget and financial planning matters for the City. In January 2020, the City Council approved a second amendment authorizing an increase in the total not to exceed compensation by \$80,000 to \$212,000 in order to allow Management Partners to continue providing the aforementioned assistance related to community development, financial consulting matters, and expert human resources assistance.

Staff continues to have an immediate and future need for continued services as a result of the volume of work and complex issues facing the community development, human resources and finance departments. There is also a need for assistance due to the following vacancies that will not be filled due to budget cuts: one human resources technician, one senior planner, and two accountants.

The current balance on the existing agreement (as amended) is approximately \$19,000. Based on anticipated needs in these departments, staff recommends increasing the total not to exceed compensation by \$76,200 to \$288,200.

The anticipated breakdown for each Department’s anticipated and respective costs is outlined below:

Community Development:	\$64,000
Finance:	\$20,000
Human Resources:	\$11,200

This will provide sufficient funding for Management Partners to continue providing expert assistance to the City and for the City to move forward with crucial projects necessary to meet imminent needs.

In particular, Management Partners will provide Mr. Patrick O’Keeffe for project management services to assist the Community Development Department with the implementation of the NewPark Place Specific Plan and the first phase of residential development at the Mall. City staff is negotiating with the owners of NewPark Mall to sign a reimbursement agreement that would require reimbursement to the City for costs associated with Mr. O’Keeffe’s proposed project management work.

Attachment - Resolution, Third Amendment to the Contractual Services Agreement

Action - Staff recommends that the City Council adopt a resolution authorizing the City Manager to Execute a Third Amendment to the Contractual Services Agreement with Management Partners to Provide Professional Community Development, Human Resources, and Financial Consulting Services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH MANAGEMENT PARTNERS TO PROVIDE PROFESSIONAL COMMUNITY DEVELOPMENT, HUMAN RESOURCES AND FINANCIAL CONSULTING SERVICES

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Management Partners for professional community development services (the “Agreement”); and

WHEREAS, pursuant to Resolution No. 10935, the City Manager executed an amendment to the Agreement to increase the amount of compensation and revise the scope of work to provide for augmentation of services to include human resources consulting assistance and finance consulting assistance (the “First Amendment”); and

WHEREAS, pursuant to Resolution No. 11016 the City Council approved an amendment to the Agreement to increase the amount of compensation and provide for continuing services (the “Second Amendment”); and

WHEREAS, the City finds that there is an ongoing need for additional services and desires to amend the Agreement to provide additional funding for the existing scope of services that are provide by Consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the third amendment to the Contractual Services Agreement with Management Partners to provide professional services related to community development, human resources and financial consulting matters and to increase the not to exceed amount of the Agreement, as amended by the First Amendment and the Second Amendment, by \$76,200 for a total not to exceed amount of \$288,200. The third amendment is attached hereto as Exhibit A.

**THIRD AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND
MANAGEMENT PARTNERS**

This Third Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, (“City”) and Management Partners, an Ohio corporation (“Consultant”) (together sometimes referred to as “Parties”) dated March 19, 2019, is entered into as of July 10, 2020.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the “Agreement”) to provide professional community development services; and

WHEREAS, the Parties previously executed an amendment to the Agreement to increase the amount of compensation pursuant to the Agreement and revise the scope of work to provide for augmentation of services to include human resources consulting assistance and financial consulting assistance in an agreement dated August 21, 2019 (the “First Amendment”); and

WHEREAS, the Parties previously executed an additional amendment to the Agreement to further increase the amount of compensation pursuant to the Agreement and further revise the scope of work to provide for further augmentation of services related to community development, human resources and financial consulting matters an agreement dated January 9, 2020 (the “Second Amendment”); and

WHEREAS, Section 25 of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement, as amended by the First Amendment and further amended by the Second Amendment, to provide additional funding for services related to community development, human resources and financial consulting matters that are provide by Consultant; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Exhibit A, Scope of Service, Payment, Qualifications, of the Agreement, is amended to provide the additional scope of work and additional payment, as identified in Exhibit 1, attached hereto and incorporated herein by reference.
2. Section 3.A. “Not to Exceed” Compensation, of the Agreement, as amended by the First Amendment, is amended to increase the not to exceed compensation by \$76,200 for a

total not to exceed amount of \$288,200 (from a previous not to exceed amount of \$212,000 pursuant to the Agreement, the First Amendment, and the Second Amendment) and Exhibit B to the Agreement is revised accordingly to reflect the increased not to exceed amount.

3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

David J. Benoun
City Manager

Jerry Newfarmer
President and CEO

Dated: _____

Dated: _____

Attest:

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
Interim City Attorney



To: Mr. David Benoun, City Manager, City of Newark

From: Jan Perkins, Vice President

Subject: Contract Augmentation for Management Partners Consulting Services for Economic Development, Human Resources and Financial Consulting

Date: June 30, 2020

This memorandum is to propose an augmentation in the amount of \$76,200 to our contract for expert consulting services in three areas: human resources, finance and economic development.

The balance on the existing contract was just under \$19,000 as of June 15th. We understand that your staff has asked Pat O’Keeffe to serve in a project management role pertaining to processing of entitlements for residential and commercial development in the NewPark Place mall. We also understand that the City may have a need for future expert human resources and financial management consulting advice from our team in the coming fiscal year. We would be pleased to continue to provide our team members Cynthia Baron and Jim Steele, and others as needed, for human resources and financial management consulting.

The following table provides our estimates of hours and contract costs to provide these services during FY 2020-21.

Area of Expertise	Estimated Additional Hours*	Estimated Additional Dollars	Notes
Human Resources	70 - 80	\$11,200	Anticipated through FY 2020-21
Finance	120 - 150	\$20,000	Anticipated through FY 2020-21
Economic Development	330	\$64,000	Anticipating process through January 2021
Estimated Dollars Needed		\$95,200	
<i>Contract balance as of June 15, 2020</i>		<i>\$ 19,000</i>	
Proposed Contract Augmentation		\$76,200	

*Estimated hours shown are based on our primary consultants’ rates in each case with the potential of travel expenses depending on the amount of onsite work needed. The number of hours could be more or less depending on whether other consultants are needed for tasks.

Hourly Rates

The hourly rates for our three lead consultants will remain as they have been on this engagement. They are \$140 per hour for Cynthia Baron and Jim Steele plus travel expenses, and \$190 per hour for Pat O’Keeffe plus travel expenses. Other Management Partners associates will be provided at their regular hourly rates plus travel expenses ranging from \$90 to \$260.

Description of Services

1. **Human Resources.** We will provide expert advice and assistance as needed. The lead consultant will continue to be Cynthia Baron.
2. **Finance.** We will provide financial consulting advice to the Finance Director and city management as needed. The lead consultant will continue to be Jim Steele.
3. **Economic Development.** This is the area that is expanding in scope. The lead consultant will continue to be Pat O’Keeffe, assisted by other Management Partners’ team members as needed. The City previously amended our contract to add a limited scope of economic development services. The prior scope of work involved reviewing NewPark mall documents, evaluating the developer’s proposals; discussions with City staff, consultants, and the developer; providing expert advice; coordinating the input of retail and economic consultants; and preparing information summaries. This work occurred between December 2019 through June 2020, and required approximately 228 hours of Mr. O’Keeffe’s time at a cost of approximately \$43,000. This work was covered under the second amendment to the contract.

New Scope of Services: The consulting assistance covered under this memorandum would continue our expert advice for the mall redevelopment, and add coordination of the entitlement process for the amendment of the Newpark Place Specific Plan, and the two Brookfield developer applications to add a retail anchor and residential development to the center. The proposed expanded services include the items described below.

- **Task 1. Review Background information:** This includes reviewing prior Specific Plan CEQA work by City consultant EMC Planning Group (EMC), scope of work for EMC specific plan amendments, CEQA analysis for the proposed developments, and review of General Plan, Zoning and Housing Element.
- **Task 2. Coordinate NewPark Place Entitlement Process:** This includes establishing the process and schedule for approving the project applications, coordinating with staff and the developer Brookfield, coordinating the City requirements and conditions of approval from other departments including Public Works and Parks, coordinating the work of EMC Planning Group for amendments to the General Plan, Specific Plan and additional California Environmental Quality Act (CEQA) analysis, preparing weekly updates for staff on project progress, drafting staff reports for project approvals, and attending up to four meetings of the Planning Commission and City Council.
- **Task 3. Prepare Retail Sales Analysis Report:** This task will include reviewing and synthesizing available reports on the sales performance of top Newark retailers as provided by City staff, Hdl, Hurst Harrigan, and Placer. We will prepare a report which describes a baseline from which to evaluate short term impacts of the COVID-19 shut down, and long-term impacts so that the City can develop a retail business retention and recruitment strategy.
- **Task 4. Other Tasks:** Other tasks may be identified as part of the engagement.



Conclusion

We are pleased to be of assistance to the City of Newark. Please feel free to contact me at (949) 202-8870 if you have any questions. Thank you.

Accepted for City of Newark by:

Name: _____

Title: _____

Date: _____



F.5 Introduction of an Ordinance Amending the Requirements Related To Holding City Council Meetings and Agendas, Adoption of Resolutions Establishing Regular Meeting Schedule For the Remainder of 2020 and designating locations for the posting of agendas and notices – from City Manager Benoun, City Clerk Harrington and Interim City Attorney Kokotaylo. (ORDINANCE) (RESOLUTIONS-2)

Background – The Newark Municipal Code (the “Code”) currently establishes a set time, date and location for regular meetings of the City Council. Additionally the Code establishes a set list of topics and items for City Council consideration in an established order.

Establishing these procedures in the Code pursuant to an ordinance makes it difficult for the City Council and staff to be flexible in response to changing conditions and circumstances. For example, during the COVID-19 pandemic, City Hall has been closed to members of the public and City staff has found that it may be helpful to slightly modify the regular meeting schedule date and time. However, because certain activities (for example, the adoption of an ordinance) must occur at a regular meeting, neither City staff nor the City Council could modify the regular meeting schedule without amending the Code. Furthermore, the Code establishes the location for regular meetings of the City Council and provides that regular meetings cannot be held elsewhere except as a result of emergencies. There may be circumstances where the City Council wants to hold regular meetings at a different location such as at a larger meeting space to account for public interest in a particular item.

Additionally, the Code provides for set topics and an order for businesses on the City Council agenda. Similar to the Code provisions establishing a set time, date and location for regular meetings, this cannot be revised without amending the Code by ordinance and can make it difficult to vary the agenda as relevant topics and items change.

Discussion – Sections 2.08.010, “Regular meetings,” 2.08.030 “Agenda,” and 2.08.070 “Order of business,” of the Code establish the set meeting time, date, and location of the regular City Council meetings and the agenda topics and order for City Council consideration at each meeting.

Having the regular meeting date, time and location established in the Code limits the ability of the City Council to make adjustments based on need or circumstances. Any adjustments to the Code require two readings and thirty days after adoption to become effective. By removing these requirements from the Code, the City Council can make adjustments by resolution, which take effect immediately, and can shift or modify the date, time and location for regular meetings as circumstances necessitate.

Similarly, establishing the agenda and order of business within the Code greatly restricts the City Council’s ability to adjust to changed circumstances or situations. For example, the agenda includes items for economic development corporation, successor agency and written communications. The economic development corporation no longer exists and the City Council rarely conducts business as the successor agency. Removing these provisions from the Code will allow the City Council and staff to establish a regular agenda that allows the City Council to

efficiently and effectively consider relevant topics and items. The proposed ordinance will now provide that there are certain items which must be considered at regular meetings but does not set an established order or include other topics that are now irrelevant.

In addition to the proposed ordinance amending the Code, a resolution is attached for the City Council's consideration that will establish the City Council meeting dates and times for the remainder of 2020. At the last meeting in 2020, staff will bring to the City Council a resolution to establish the regular meeting dates and times for 2021.

Staff also recommends updating where City notices and agendas are posted. Section 1.12.010 of the Newark Municipal Code states that the posting places for public notices shall be set by the City Council from time to time by resolution. For the last 10 years, the official locations have been the City Administration Building, the Silliman Activity and Family Aquatic Center, and the Library. Due to the COVID-19 Pandemic, the Silliman Center and Newark Library have been closed to the public. Staff has been taping the required notices and agendas to the front door of these buildings. The Ralph M. Brown Act requires postings at one physical location and the city website. Staff is recommending the agendas and notices be posted at the City Administration Building, the City Website, and any meeting location when the meeting is not held at the City Administration Building. For example, the Senior Citizens Standing Advisory Committee meetings are held at the Clark W. Redeker Newark Senior Center. Agendas and notices for those meetings would be posted at that location, in addition to the City Administration Building and the City website. The proposed resolution states staff may post agendas and notices at other city facilities, but it would no longer be a legal requirement.

Attachments – Ordinance, Resolutions

Action – Staff recommends that the City Council: 1) waive full reading and introduce by title only an ordinance related to the requirements related to holding City Council Meetings; and 2) adopt a resolution establishing the regular meeting schedule for the remainder of 2020; and 3) adopt a resolution designating public places for posting city notices and agendas.

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING SECTIONS 2.08.010, AND
2.08.030 AND REMOVING SECTION 2.08.070 OF THE
NEWARK MUNICIPAL CODE RELATING TO THE
REQUIREMENTS RELATED TO HOLDING CITY
COUNCIL MEETINGS

WHEREAS, Section 2.08.010, “Regular meetings,” of the Newark Municipal Code (the “Code”) establishes a set time, date and location for regular of the City Council; and

WHEREAS, Section 2.08.070, “Order of business,” of the Code establishes set topics and items for City Council consideration in an established order; and

WHEREAS, certain actions undertaken by the City Council must occur at a regular City Council meeting pursuant to state law; and

WHEREAS, the City Council desires to amend the Code to eliminate the regular meeting dates and times in order to provide the City Council the flexibility to revise the regular meeting time and location by resolution to provide the City Council with the ability to establish varying regular meeting dates and times in unusual or unanticipated circumstances; and

WHEREAS, the City Council further desires to amend the Code to provide flexibility to amend the topics and items for City Council consideration to ensure that the City Council is considering items that are pertinent and contemporary and to remove items that are no longer relevant.

NOW, THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1. Recitals Made Findings. The above recitals are hereby declared to be true and correct and findings of the City Council of the City of Newark.

Section 2. CEQA. Approval of the amendments is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

Section 3. Amendment. Sections 2.08.010, “Regular meetings,” 2.08.030 “Agenda,” and 2.08.070 “Order of business,” of Chapter 2.08 of Title 2 of the Newark Municipal Code is hereby amended as provided in Exhibit A, attached hereto and incorporated herein by reference (with text in ~~strikeout~~ indicating deletion and double underline indicating addition).

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Newark hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days from the date of its adoption. Before expiration of fifteen (15) days after its adoption, this Ordinance shall be published in The Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Exhibit A

2.08.010 - ~~Regular meetings~~Meetings.

A. Regular Meeting Time: ~~The City Council shall, by resolution, set the day and time of regular meetings of the City Council. However, when the day fixed by resolution for any regular meeting of the City Council falls on a day designated by law as a legal or national holiday, there shall be no meeting. The city council shall hold regular meetings on the second and fourth Thursday of each month at seven thirty p.m.; provided, however, that when the day fixed for any regular meeting of the council falls on a day designated by law as a legal or national holiday, or Christmas or New Year's Eve, there shall be no meeting.~~

B. Regular Meeting Place: All regular meetings of the city council shall be held in the council chambers of the city or in any other location set forth in the posted notice of the regular meeting~~administration building located at 37101 Newark Boulevard, Newark, California. If, by reason of fire, flood, earthquake or other emergency, it is unsafe to meet in the place designated, the meetings may be held for the duration of the emergency at such place as designated by the mayor.~~

C. Special Meetings: (1) Time. The time of special meetings shall be at the hour specified in the posted notice of the meeting. (2) Place. Special meetings of the city council shall be held in the council chambers of the city ~~administration building located at 37101 Newark Boulevard, Newark, California,~~ or in any other location set forth in the posted notice of the special meeting.

D. Adjournment of Meetings: The city council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the city clerk shall declare the meeting adjourned to a stated time and place, and shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings, unless such notice is waived as provided for special meetings. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ~~resolution~~ordinance.

E. ~~Cancellation of Meetings: The city council may cancel any future regular meeting of the city council by motion. Said motion shall also direct the city clerk to give notice of the cancellation in the same manner as regular meeting agendas are posted.~~

...

2.08.030 – Agenda and order of business.

All reports, communications, ordinances, resolutions, documents, or other matters to be submitted to the council shall be delivered to the city clerk as far in advance of each council meeting as time for preparation will permit. The city clerk and the city manager shall arrange a list of the matters to be brought before the council according to the order of business and furnish each member of the council and the city attorney with a copy of the agenda in accordance with the provisions of the Ralph M. Brown Act (GC 54950, et seq.). No matter may be considered by

the city council other than matters on the agenda, without the consent of a majority of the city council present at the meeting.

The agenda for regular meetings shall provide for a roll call, approval of minutes from previous meetings, approval of consent calendar items, scheduled public hearings, oral communications from citizens, ordinances proposed for adoption, and such other business as may be appropriate. The mayor may specify the order of business for any agenda, and shall have the authority to vary the order of business during the meeting.

...

2.08.070 - Order of business: Reserved.

~~All meetings of the council shall be open and public. Promptly at the hour set by ordinance on the day of each regular meeting, the members of the council, the city clerk, city attorney, and the city manager shall take their regular places in the council chambers and the business of the council shall be taken up for consideration and disposition in the following order:~~

- ~~A. Roll call;~~
- ~~B. Minutes;~~
- ~~C. Presentations and proclamations;~~
- ~~D. Written communications;~~
- ~~E. Public hearings;~~
- ~~F. City manager reports;~~
- ~~G. City attorney reports;~~
- ~~H. Economic development corporation (recess to sit as corporation ex officio);~~
- ~~I. City council matters;~~
- ~~J. City council acting as the successor agency to the redevelopment agency;~~
- ~~K. Oral communications;~~
- ~~L. Appropriations;~~
- ~~M. Closed session;~~
- ~~N. Adjournment.~~

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ESTABLISHING THE DATES AND TIMES FOR
REGULAR CITY COUNCIL MEETINGS FOR THE REMAINDER
OF 2020

WHEREAS, the City Council of the City of Newark will consider adopting an Ordinance amending the Newark Municipal Code to provide that the City Council shall establish dates and times for regular City Council Meetings by resolution; and

WHEREAS, in anticipation of the City Council adopting the Ordinance in July 2020, with the Ordinance taking effect in August 2020, the City Council desires to adopt a resolution establishing dates and times for regular City Council Meetings for the remainder of 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the regular City Council Meetings for the remainder of 2020 shall be on the dates and times specified in in this Resolution.

2020 Regular meeting dates, start time 7:30 p.m. from September to December:

September 10, 2020

September 24, 2020

October 8, 2020

October 22, 2020

November 12, 2020

December 10, 2020

2020 meetings canceled

November 26, 2020

December 24, 2020

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK DESIGNATING PUBLIC PLACES FOR POSTING
CITY NOTICES AND AGENDAS

WHEREAS, Section 1.12.010 of the Newark Municipal Code states that the posting places for public notices shall be set by the City Council from time to time by resolution; and

WHEREAS, in 1993 Resolution No. 6761 designated the City Administration Building, Community Center, and Health Center as the official locations; and

WHEREAS, in 2010 Resolution No. 9676 designated the City Administration Building, Silliman Center, and Newark Library as the official locations; and

WHEREAS, due to the COVID-19 Pandemic, the Silliman Center and Newark Library are closed to the public; and

WHEREAS, the Ralph M. Brown Act requires meeting agendas to be posted at the meeting location and the city website; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newark that:

1. City notices and agendas for the City Council and all City Commissions, advisory boards, and committees shall be posted at the:
 - a. City Administration Building,
 - b. City website,
 - c. Meeting location, if meeting not held in the City Administration Building.
2. Notices and agendas may be posted at other locations, at the discretion of staff.
3. Resolution No. 9676 is hereby repealed.

I.1 Consideration of City Council's summer meeting recess during the month of August 2020 – from Mayor Nagy. (MOTION)(RESOLUTION)

Background/Discussion – Since 1994 the City Council has approved a summer meeting recess during the month of August. Mayor Nagy would like the City Council to consider a summer recess again this year during August.

The City Council may authorize the City Manager, or his designee, to approve any administrative matters that might occur during the month of August that cannot be deferred until September for City Council action. The general types of administrative matters that might require action are:

- Acceptance of completion of work on City projects
- Approval of agreements as needed for budgeted projects and services
- Approval of plans and specifications
- Award of contracts for budget projects
- Denial of claims

The City Manager would report all such actions taken during the month of August to the City Council at the first regular meeting in September.

Attachment - Resolution

Action - It is recommended that the City Council, by motion, approve a City Council summer meeting recess during the month of August 2020 and, by resolution, authorize the City Manager, or his designee, to take action on certain administrative matters on behalf of the City of Newark during the recess.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER, OR HIS
DESIGNEE, TO ACT UPON CERTAIN ADMINISTRATIVE
MATTERS ON BEHALF OF THE CITY OF NEWARK
DURING THE CITY COUNCIL SUMMER MEETING RECESS
AUGUST 2020

WHEREAS, the City Council of the City of Newark will be in recess during the month of August 2020; and

WHEREAS, during said City Council recess, certain administrative matters require action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager, or his authorized designee, to act upon the following certain administrative matters during the City Council's meeting recess August 2020, which should not be deferred until the next regularly scheduled meeting of the City Council on September 10, 2020:

- Acceptance of completion of work on City projects
- Approval of agreements as needed for budgeted projects and services
- Approval of plans and specifications
- Award of contracts for budgeted projects
- Denial of claims

BE IT FURTHER RESOLVED that all actions taken by the City Manager, or his authorized designee, pursuant to this resolution, shall be reported to the City Council after the recess.



City of Newark

MEMO

DATE: June 30, 2020
TO: City Council
FROM: Sheila Harrington, City Clerk
SUBJECT: Approval of Audited Demands for the City Council Meeting of July 09, 2020.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
June 19, 2020	Page 1-2	121483 to 121575	Inclusive
June 25, 2020	Page 1-2	121576 to 121644	Inclusive
June 26, 2020	Page 1-2	121645 to 121707	Inclusive



City of Newark

MEMO

DATE: June 30, 2020
TO: Sheila Harrington, City Clerk
FROM: Krysten Lee, Finance Director 
SUBJECT: Approval of Audited Demands for the City Council Meeting of July 09, 2020.

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

Final Disbursement List. Check Date 06/19/20, Due Date 06/29/20, Discount Date 06/29/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
121483	11518	FRANCISCO AGUIRRE	06/19/20	218.44	EXPENSE REIMBURSEMENT
121484	1396	ALAMEDA COUNTY FIRE DEPARTMENT	06/19/20	24,325.76	ALCO TRUCK REPAIRS
121485	14	ALPINE AWARDS	06/19/20	869.40	TSHIRTS AND UNIFORMS
121486	11531	WARREN ANTIDA	06/19/20	186.14	EXPENSE REIMBURSEMENT
121487	348	AT&T	06/19/20	196.14	CIRCUITS, WHITE PAGES
121488	9680	BAY CENTRAL PRINTING	06/19/20	63.78	BUSINESS CARD IMPRINTING
121489	11756	MARK LEE & YONG KAY, INC. DBA BAY CONSTR	06/19/20	15,552.66	CIP PROJECT #1208 NEWBARK DOG PARK
121490	23	FRANK BONETTI PLUMBING INC	06/19/20	1,929.98	PLUMBING REPAIRS
121491	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	06/19/20	9,805.11	TRAFFIC SIGNAL REPAIRS AND MAINTENACE
121492	11541	CEL CONSULTING, INC.	06/19/20	3,210.05	SPECIAL INSPECTION SERVICES FOR CIVIC CE
121493	10369	DAN CIANCIARULO	06/19/20	132.95	EXPENSE REIMBURSEMENT
121494	11850	ADAM CHASE COTTER CLICK FOR SAVINGS LLC_	06/19/20	907.07	UB TRAINING BOOKS FOR NEW RECRUITS
121495	11076	CRIME SCENE CLEANERS INC	06/19/20	70.00	CRIME SCENE CLEANERS
121496	10793	ADHISHTA KOHLI	06/19/20	65.00	CLASS REFUND
121497	10793	GUL REHMAN	06/19/20	33.00	REFUND
121498	10793	MARIA KARAPETOVA	06/19/20	226.00	CLASS REFUND
121499	10793	CHRISTINE PANGANIBAN	06/19/20	314.50	CLASS REFUND
121500	10793	YOGESH CHAUHAN	06/19/20	476.00	CLASS REFUND
121501	10793	KIN WU	06/19/20	113.00	CLASS REFUND
121502	10793	AKSHAY UPPAL	06/19/20	119.00	CLASS REFUND
121503	10793	ESTAINA ORTIZ	06/19/20	113.00	CLASS REFUND
121504	10793	AYUPE OBAD	06/19/20	113.00	CLASS REFUND
121505	10793	LUKE LIU	06/19/20	208.00	CLASS REFUND
121506	10793	HIMANSHU PORWAL	06/19/20	357.00	CLASS REFUND
121507	10793	SIEW M WANG	06/19/20	113.00	CLASS REFUND
121508	10793	DIEP WATT	06/19/20	113.00	CLASS REFUND
121509	10793	DANIELLE C VILLA	06/19/20	113.00	CLASS REFUND
121510	10793	MIRELLA MURILLO	06/19/20	113.00	CLASS REFUND
121511	10793	PANKAJ PANDEY	06/19/20	119.00	CLASS REFUND
121512	10793	VAN CAO	06/19/20	119.00	CLASS REFUND
121513	10793	MANVENDRA SHARMA	06/19/20	119.00	CLASS REFUND
121514	10793	GURMEET KAUR	06/19/20	119.00	CLASS REFUND
121515	10793	SADIQA MALIK	06/19/20	113.00	CLASS REFUND
121516	10793	SIDD DEVALAPALLI	06/19/20	113.00	CLASS REFUND
121517	10793	YOGA CHOKKAN	06/19/20	119.00	CLASS REFUND
121518	10793	ERIN K CHAN	06/19/20	119.00	CLASS REFUND
121519	10793	MICHAEL FANGYEN	06/19/20	339.00	CLASS REFUND
121520	10793	CHIH-KUAN WANG	06/19/20	339.00	CLASS REFUND
121521	10793	NIDHI SETHI	06/19/20	476.00	CLASS REFUND
121522	10793	MYRADIN LLAGUNO	06/19/20	226.00	CLASS REFUND
121523	10793	LEANDRA CASIQUE	06/19/20	226.00	CLASS REFUND
121524	10793	RACHEL TOWLER	06/19/20	119.00	CLASS REFUND
121525	10793	KOMAL MEHTA	06/19/20	113.00	CLASS REFUND
121526	10793	ABHISHEK AGARWAL	06/19/20	238.00	CLASS REFUND
121527	10793	JAY SIVARAJAH	06/19/20	113.00	CLASS REFUND
121528	10793	RACHEL LIAO	06/19/20	113.00	CLASS REFUND
121529	10793	SRINIVAS MANDA	06/19/20	119.00	CLASS REFUND
121530	10793	TINA BAJAJ	06/19/20	119.00	CLASS REFUND
121531	10793	VENKATA SATYA CHAITA PUPPALA	06/19/20	119.00	CLASS REFUND
121532	10793	SIREESHA YERUVA	06/19/20	119.00	CLASS REFUND
121533	10793	BHARAT KONERU	06/19/20	113.00	CLASS REFUND

Final Disbursement List. Check Date 06/19/20, Due Date 06/29/20, Discount Date 06/29/20. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
121534	10793	VENKATAKRISHNAN SRINIVASAN	06/19/20	113.00	CLASS REFUND
121535	10793	HARISH NARAYANAPPA	06/19/20	119.00	CLASS REFUND
121536	10793	SANTANA BALA LAKSHMANAN	06/19/20	119.00	CLASS REFUND
121537	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	06/19/20	891.25	LEGAL ADS
121538	2700	LENKA DIAZ	06/19/20	22,642.33	MICROSOFT SURFACE PRO 7 BUNDLE COVID-19
121539	11342	EAGLE CANYON CAPITAL	06/19/20	224.00	PATROL VEHICLE CLEANING
121540	11821	ENTERPRISE UAS, LLC. DBA AERIAL MEDIA PR	06/19/20	19,291.86	UB UAS (3)
121541	275	GOVERNMENT FINANCE OFFICERS ASSOCIATION	06/19/20	35.00	TRAINING
121542	7563	HILLYARD / SAN FRANCISCO	06/19/20	2,352.15	JANITORIAL SUPPLIES
121543	11806	JOHN KAPU	06/19/20	1,411.54	EXPENSE REIMBURSEMENT
121544	11393	KRYSTEN LEE	06/19/20	2,122.08	EXPENSE REIMBURSEMENT
121545	6124	BRIAN LEWIS	06/19/20	29.19	EXPENSE REIMBURSEMENT
121546	11856	JOSUE LOPEZ-DUENAS	06/19/20	273.07	EXPENSE REIMBURSEMENT
121547	9029	MEYERS NAVE RIBACK SILVER & WILSON	06/19/20	105,005.13	LITIGATION & LEGAL CONSULTING SRVCS
121548	10710	MUNICIPAL CODE CORPORATION	06/19/20	1,648.57	MUNICIPAL CODE SUPPLEMENT
121549	10091	NOWDOCS ATTN:NOWDOCS ACCOUNTING	06/19/20	368.76	CHECK STOCK/TAX SUPPLIES
121550	10932	PETERSON TRUCKS, INC.	06/19/20	2,144.35	EQUIPMENT REPAIRS-HEAVY DUTY
121551	11789	KAILEY PETERSON	06/19/20	1,366.30	EXPENSE REIMBURSEMENT
121552	11346	PHAN'S SMOG STATION	06/19/20	40.00	SMOG TEST SERVICES
121553	11074	RUTAN & TUCKER LLP 611 ANTON BLVD. SUITE	06/19/20	30,977.50	LEGAL CONSULTING PURSUANT TO C19022 FY19
121554	11675	S&L BREWER ENTERPRISES, INC. DBA LAW DOG	06/19/20	500.00	K9 TRAINING/SUPPLIES
121555	112	WILLE ELECTRICAL SUPPLY CO INC	06/19/20	918.48	LIGHTS
121556	1603	CITY OF SAN LEANDRO FINANCE DEPARTMENT	06/19/20	1,350.00	LEADERSHIP ACADEMY TUITION FOR SOFIA MAN
121557	5206	SALVADOR SANDOVAL	06/19/20	3,471.51	EXPENSE REIMBURSEMENT
121558	11852	SAVE MART SUPERMARKETS GIFT CARDS A/R	06/19/20	2,425.00	GIFT CARDS-FIRST 5 GRANT
121559	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	06/19/20	9,334.00	CONTRACTUAL SERVICES
121560	377	SIMON & COMPANY INC	06/19/20	1,720.00	LEGISLATIVE SERVICES
121561	11533	ST. FRANCIS ELECTRIC. LLC.	06/19/20	7,925.60	STREETLIGHT MAINTENANCE SERVICES
121562	197	CALIFORNIA DEPARTMENT OF TAX AND FEE ADM	06/19/20	603.00	TAX AND FEES
121563	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	06/19/20	250.00	PAYROLL DEDUCTION - GARNISHMENT
121564	1765	TEMPERATURE TECHNOLOGY INC.	06/19/20	3,699.48	REPAIRS
121565	4639	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	06/19/20	87,458.00	ALAMEDA COUNTY CLEAN WATER PROGRAM FY19-
121566	11708	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	06/19/20	27,064.78	JANATORIAL SERVICES
121567	11758	U.S. BANK NATIONAL ASSOCIATION TFM ESCRO	06/19/20	206,640.58	RETENTION PAYMENT - ACCT# 260108010
121568	853	BOSCO OIL INC DBA VALLEY OIL LOCKBOX# 13	06/19/20	16,973.66	FUEL
121569	5623	VERIZON WIRELESS	06/19/20	836.40	CELL PHONE SERVICE
121570	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	06/19/20	125.00	LAB TESTS
121571	11718	WEBCOR CONSTRUCTION, LP	06/19/20	3,926,171.03	DESIGN BUILD SERVICES FOR NEWARK CIVIC C
121572	6977	WEISSMAN DESIGNS FOR DANCE	06/19/20	170.81	COSTUMES FOR ANNUAL DANCE REVUE
121573	5050	WEST COAST ARBORISTS INC	06/19/20	97,085.00	MISC TREE WORKS
121574	11693	WEX BANK	06/19/20	767.84	CHEVRON GAS CARDS
121575	3245	ZUMAR INDUSTRIES INC	06/19/20	4,436.68	MISC SIGNS AND HARDWARE
Total				4,654,988.91	

Final Disbursement List. Check Date 06/25/20, Due Date 07/06/20, Discount Date 07/06/20. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
121576	11539	ACCESS INFORMATION HOLDINGS, LLC.	06/25/20	220.00	SHREDDING SVC
121577	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	06/25/20	424.20	BACKGROUND CHECKS
121578	11791	ADORAMA	06/25/20	2,489.56	COMMUNITY ENGAGEMENT PROGRAM
121579	1774	AIRGAS USA, LLC	06/25/20	68.20	RENTAL TANKS AND EQUIPMENT
121580	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	06/25/20	5,735.00	CUPA ADMINISTRATION FEES
121581	3853	COUNTY OF ALAMEDA SPECIALIZED ACCOUNTING	06/25/20	1,192.50	CITATION PROCESSING FEES - MAY'20
121582	14	ALPINE AWARDS	06/25/20	34.57	DEPARTMENT AWARDS
121583	11138	TASER INTERNATIONAL	06/25/20	1,404.00	REDACTION SOFTWARE LICENSES (3)
121584	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	06/25/20	1,407.87	BATTERIES
121585	4534	BAY AREA BARRICADE SERVICE INC	06/25/20	65.85	MISC. SIGNS AND HARDWARE
121586	11716	BOTACH INC.	06/25/20	745.00	UB GAS MASK FILTERS
121587	1513	BURTON'S FIRE INC	06/25/20	72.45	FIRE TRUCK PARTS
121588	10261	CARBONIC SERVICE	06/25/20	307.61	CO2 BULK DELIVERY
121589	11563	CENTRAL VALLEY TOXICOLOGY, INC.	06/25/20	570.00	LAB TESTS
121590	6304	CLASSIC GRAPHICS T & J LEWIS INC	06/25/20	1,061.81	EQUIPMENT REPAIR
121591	10650	MARY ANN GIOVANNIS	06/25/20	5.19	UUT REFUND
121592	10793	NANTUCKET COVE HOMEOWNERS ASSOCIATION	06/25/20	100.00	RENTAL DEPOSIT REFUND
121593	10793	OMAR ANSARI	06/25/20	360.00	CAMP REFUND
121594	10793	JOE D ALMONDIA	06/25/20	360.00	CAMP REFUND
121595	10793	NICHOLAS J GAZELAS	06/25/20	925.00	REFUND
121596	10793	TAMMY ADAMS	06/25/20	900.00	REFUND
121597	10793	ALFRED GARCIA JR	06/25/20	800.00	REFUND
121598	10793	ALFRED GARCIA JR	06/25/20	135.00	REFUND
121599	10793	MELISSA TURNER	06/25/20	1,170.00	REFUND
121600	10793	TAVITA RAMIREZ	06/25/20	1,150.00	REFUND
121601	10793	LORENZO COOK	06/25/20	440.00	REFUND
121602	10793	LAARNI M MORENO	06/25/20	511.98	REFUND
121603	10793	ASHVINI PATIL	06/25/20	452.00	REFUND
121604	10793	JENNY RIVERA	06/25/20	875.67	REFUND
121605	10793	CYNDI MELO	06/25/20	835.40	REFUND
121606	10793	AARAV K SADEKAR	06/25/20	527.88	REFUND
121607	10793	CHIALUN LU	06/25/20	6,391.50	REFUND
121608	10793	DARLENE CHEN	06/25/20	900.00	RENTAL DEPOSIT REFUND
121609	10793	JULIE SON LEE	06/25/20	235.00	REFUND
121610	10793	LORENZO VIRI	06/25/20	300.00	RENTAL DEPOSIT REFUND
121611	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: T	06/25/20	691.80	FORD SUPPLIES
121612	4845	HDL SOFTWARE LLC	06/25/20	13,200.00	PRIME MIGRATION
121613	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	06/25/20	812.22	BUILDING SUPPLIES
121614	263	INTELLI-TECH INTELLIGENT TECHNOLOGIES AN	06/25/20	474.00	BUILDING CONTRACT SERVICES
121615	2540	DEOL OIL JARVIS SHELL	06/25/20	1,190.13	FUEL
121616	11681	KBA DOCUMENT SOLUTIONS, LLC.	06/25/20	2,958.31	COPIER LEASE AGREEMENT
121617	293	LANGUAGE LINE SERVICES INC	06/25/20	267.19	INTERPRETATION SVC
121618	11565	PATRICIA LOPEZ	06/25/20	425.02	EXPENSE REIMBURSEMENT
121619	11736	MANAGEMENT PARTNERS INC.	06/25/20	3,325.00	CONSULTING SERVICES
121620	10907	MICHAEL YORKS INVESTIGATIONS	06/25/20	3,750.00	BACKGROUND INVESTIGATIONS
121621	11798	MISSION CRITICAL PARTNERS, LLC.	06/25/20	49,812.26	PSAP CONSULTANT FOR NEW CIVIC CENTER
121622	1077	NEWARK EXPLORER POST #467 ATTN: SAL SAND	06/25/20	1,027.25	EXPENSE REIMBURSEMENT
121623	11682	NHA ADVISORS, LLC.	06/25/20	4,750.00	2020 PENSION REPORT
121624	349	PACIFIC GAS & ELECTRIC	06/25/20	9,323.24	STREETLIGHTS/TRAFFIC SIGNALS
121625	11813	CHELSEA PEDRANTI	06/25/20	358.04	EXPENSE REIMBURSEMENT
121626	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	06/25/20	574.00	PEST CONTROL

Final Disbursement List. Check Date 06/25/20, Due Date 07/06/20, Discount Date 07/06/20. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
.21627	4507	PETERSON	06/25/20	39.38	PARTS
.21628	11732	PLACER LABS, INC.	06/25/20	8,400.00	ANALYTICS SUBSCRIPTION
.21629	11640	PLAN JPA C/O YORK	06/25/20	344.00	DEDUCTIBLE COSTS
.21630	11840	QUADIENT LEASING USA, INC.	06/25/20	415.11	MAILING MACHINE LEASE AGREEMENT
.21631	11376	QUINCY ENGINEERING INC	06/25/20	18,430.00	PROFESSIONAL ENGINEERING SERVICES FOR CE
.21632	9811	REDFLEX TRAFFIC SYSTEMS	06/25/20	17,400.00	REDLIGHT CAMERA MONITORING
.21633	9828	JOSE RODRIGUEZ	06/25/20	150.66	EXPENSE REIMBURSEMENT
.21634	11420	SAFEGUARD BUSINESS SYSTEMS	06/25/20	675.19	NEW CHECK STOCK
.21635	112	WILLE ELECTRICAL SUPPLY CO INC	06/25/20	1,585.34	LIGHTS AND BALLAST
.21636	10916	SAN MATEO COUNTY FORENSIC LAB ATTN: FISC	06/25/20	2,861.78	CRIME LAB FEES
.21637	11855	SLIDE GUYS RESTORATION, INC.	06/25/20	7,000.00	REGULATORY REPAIR OF SLIDE
.21638	40	STAPLES	06/25/20	1,248.00	OFFICE SUPPLIES
.21639	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	06/25/20	891.90	VEST REPLACEMENT #2020-09
.21640	11642	TIAA COMMERCIAL FINANCE, INC.	06/25/20	432.92	COPIER LEASE AGREEMENT
.21641	11776	TYLER TECHNOLOGIES, INC.	06/25/20	4,320.00	ERP IMPLEMENTATION
.21642	11708	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	06/25/20	2,298.76	JANITORIAL SERVICES
.21643	11487	VANIR CONSTRUCTION MANAGEMENT, INC.	06/25/20	58,099.55	CONSTRUCTION MANAGEMENT SERVICES FOR THE
.21644	11466	YORK	06/25/20	6,364.50	WORKERS COMPENSATION ADMINISTRATION FEES
Total				257,068.79	

Final Disbursement List. Check Date 06/26/20, Due Date 09/30/20, Discount Date 09/30/20. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
121645	10736	ABACUS PRODUCTS INC	06/26/20	565.26	CITY LETTERHEAD/ENVELOPES
121646	3073	ACTION TARGET INC	06/26/20	1,497.56	RANGE SUPPLIES
121647	11791	ADORAMA	06/26/20	7.01	COMMUNITY ENGAGEMENT PROGRAM
121648	413	AIR EXCHANGE, INC.	06/26/20	674.45	EXHAUST REPAIR
121649	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	06/26/20	2,997.50	CRIME LAB FEES
121650	284	ALAMEDA COUNTY INFORMATION TECHNOLOGY DE	06/26/20	2,595.16	AWS ACCESS FEES
121651	14	ALPINE AWARDS	06/26/20	24.00	DEPARTMENT AWARDS
121652	348	AT&T	06/26/20	114.12	CIRCUITS, WHITE PAGES
121653	23	FRANK BONETTI PLUMBING INC	06/26/20	4,961.22	SECOND CHANCE WATER HEATERS
121654	9888	BUREAU VERITAS NORTH AMERICA INC	06/26/20	2,960.09	PLAN REVIEW SERVICES
121655	1513	BURTON'S FIRE INC	06/26/20	78.98	FIRE TRUCK PARTS
121656	11801	BUTTERFLY PROPERTY, LP	06/26/20	1,860.00	PARKING LICENSE AGREEMENT
121657	33	CENTRAL TOWING & TRANSPORT LLC	06/26/20	130.00	TOWING SVC
121658	10825	CHEVROLET OF FREMONT	06/26/20	62.24	PARTS
121659	6304	CLASSIC GRAPHICS T & J LEWIS INC	06/26/20	8,864.87	VEHICLE REPAIRS
121660	11076	CRIME SCENE CLEANERS INC	06/26/20	210.00	CRIME SCENE CLEANERS
121661	10650	BAY AND VALLEY BACKFLOW SERVICES	06/26/20	53.50	BUSINESS LICENSE FEE REFUND
121662	10650	THE PROFESSIONAL TREE CARE COMPANY	06/26/20	178.00	BUSINESS LICENSE FEE REFUND
121663	10793	MARGELT SMITH	06/26/20	50.00	CLASS REFUND
121664	10793	PAM STRINGFELLOW	06/26/20	72.81	CLASS REFUND
121665	10793	SHRI GURU RAVIDAS SABHA BAY AREA	06/26/20	1,800.00	DEPOSIT REFUND
121666	10793	CLUB ONE BASKETBALL	06/26/20	650.00	DEPOSIT REFUND
121667	10793	MICHAEL SORDELLO	06/26/20	195.00	RENTAL REFUND
121668	11603	DOOLEY ENTERPRISES, INC.	06/26/20	2,822.51	AMMUNITION
121669	11404	ALHAMBRA	06/26/20	665.49	WATER SERVICE
121670	11015	EAST BAY LAWN MOWER	06/26/20	1,492.79	SUPPLIES
121671	11461	EMC PLANNING GROUP INC.	06/26/20	2,378.98	LEAP GRANT PREPARATION
121672	310	EQUIFAX INFORMATION SVCS LLC	06/26/20	50.86	CREDIT BUREAU REPORTS
121673	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	06/26/20	2,358.51	VISION PREMIUM Reinstated from claim# 14
121674	522	FEDEX	06/26/20	28.52	OVERNIGHT MAILING FOR PGE CONTRACTS
121675	11785	FORENSIC LOGIC, LLC	06/26/20	19,499.00	CAR BREAK-IN FUNDING
121676	5106	CITY OF FREMONT REVENUE DIVISION	06/26/20	10,215.14	SHELTER OP EXPS BUDGET CHANGE REQUEST AP
121677	11858	ROYA GONZALEZ	06/26/20	145.85	EXPENSE REIMBURSEMENT
121678	3682	AMY HEWITT	06/26/20	539.98	EXPENSE REIMBURSEMENT
121679	10663	HOSE & FITTING ETC	06/26/20	9.70	PARTS AND SUPPLIES
121680	11844	HYDE PRINTING	06/26/20	2,153.67	BUSINESS CARD SHELLS
121681	8670	JOELLA KAPU	06/26/20	513.31	EXPENSE REIMBURSEMENT
121682	11725	SHAMA KHAN	06/26/20	64.67	EXPENSE REIMBURSEMENT Reinstated from cl
121683	11736	MANAGEMENT PARTNERS INC.	06/26/20	7,300.00	CONSULTING SERVICES
121684	7114	METRO MOBILE COMMUNICATIONS	06/26/20	4,057.76	BATTERY REPAIRS M26/M27
121685	10947	NET TRANSCRIPTS	06/26/20	222.88	TRANSCRIPTION SVC
121686	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	06/26/20	73.31	MOTORCYCLE MAINTENANCE AND PARTS
121687	329	PHOENIX GROUP INFORMATION SYSTEMS	06/26/20	826.00	PARKING CITATION PROGRAM
121688	11690	QUADIANT FINANCE USA, INC.	06/26/20	2,059.16	NEOPOST POSTAGE
121689	11573	REYES COCA-COLA BOTTLING LLC.	06/26/20	1,265.89	CAFE BEVERAGE SERVICE
121690	11635	RHOADES PLANNING GROUP, INC.	06/26/20	6,653.69	OLD TOWN SP
121691	11675	S&L BREWER ENTERPRISES, INC. DBA LAW DOG	06/26/20	500.00	K9 TRAINING/SUPPLIES
121692	112	WILLE ELECTRICAL SUPPLY CO INC	06/26/20	1,308.17	LIGHTS
121693	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	06/26/20	175.00	12 MONTHS SMTP PREMAIL MAIL FILTERING
121694	4876	PATRICK SMITH	06/26/20	67.32	EXPENSE REIMBURSEMENT
121695	10764	SPRINT	06/26/20	40.00	CALL DETAIL RECORDS

CS.AP Accounts Payable Release 8.3.0 R*APZCKREG*FDL

By BRETT OEVERNDIEK (BRETTO)

Final Disbursement List. Check Date 06/26/20, Due Date 09/30/20, Discount Date 09/30/20. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
121696	11171	SSP DATA, INC	06/26/20	894.00	1 YEAR SUBSCRIPTION RENEWAL FOR PALO ALT
121697	11175	SUPPORT WAREHOUSE LTD	06/26/20	852.00	6 MONTH EXTENDED WARRANTY FOR FINANCE &
121698	11744	SYSCO - SAN FRANCISCO	06/26/20	771.20	FOOD ITEMS FOR CAFE AND PARTIES
121699	11644	TIREHUB, LLC.	06/26/20	6,376.21	TIRE PURCHASE
121700	11776	TYLER TECHNOLOGIES, INC.	06/26/20	5,340.00	ERP IMPLEMENTATION
121701	10968	UTILITY TELECOM GROUP, LLC	06/26/20	18,193.07	UTILITY TELEPHONE YEARLY VOIP/WAN SERVIC
121702	11585	V5 SYSTEMS INC.	06/26/20	643.68	TECH NEEDS/MAINT
121703	10998	GARY M SHELDON VBS SERVICES	06/26/20	450.00	BLOOD WITHDRAWAL SVC
121704	5623	VERIZON WIRELESS	06/26/20	1,341.32	CELL SVC FOR MDTs
121705	11659	WEINER'S LTD	06/26/20	230.62	SWIM DIAPERS FOR FRONT DESK
121706	143	IDN WILCO	06/26/20	647.55	SUPPLIES
121707	7308	THE GOODYEAR TIRE & RUBBER COMPANY	06/26/20	846.48	TIRE PURCHASE
Total				134,676.06	