



CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, April 27, 2017

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, April 13, 2017. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Proclaiming May as National Water Safety Month. (PROCLAMATION)

 - C.2 Proclaiming May 4, 2017, as National Day of Prayer. (PROCLAMATION)

 - C.3 Union Sanitary District Update from Paul R. Eldredge, P.E., General Manager. (PRESENTATION)

- D. WRITTEN COMMUNICATIONS

- E. PUBLIC HEARINGS
 - E.1 Hearing to consider property owners' objections to the 2017 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances - from Deputy Fire Marshal Lee/Maintenance Supervisor Hornbeck. (MOTION)

- F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.5 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

- F.1 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 22 and 23, 2017 – from Police Sergeant Hoppe and Assistant Engineer Carmen. (MOTION)**
- F.2 Authorization for the Mayor to sign an agreement with *The Tri-City Voice* for legal advertising services for Fiscal Year 2017-2018 – from City Clerk Harrington. (RESOLUTION)**
- F.3 Approval to reclassify the Public Information Officer/Administrative Analyst position in the City Manager’s Office to Assistant to the City Manager by amending the Employee Classification Plan, the Compensation and Benefit Plan for City Officials, Management, Supervisory and Professional Employees and the 2016-2018 Biennial Budget – from Human Resources Director Abe. (RESOLUTIONS – 3)**
- F.4 Approval of partial release of security bonds for Tract 8130, Timber (Timber Street LLC) a residential subdivision located on the east side of Central Boulevard, south of Central Avenue – from Assistant City Engineer Imai. (RESOLUTION)**
- F.5 Approval of Amendment No. 2 to the Project Specific Funding Agreement with Alameda County Transportation Commission for the design phases of the Central Avenue Overpass, Project 1014 – from Public Works Director Fajeau. (RESOLUTION)**

NONCONSENT

- F.6 Authorization for the City to accept the U.S. Department of Homeland Security, California Governor’s Office of Emergency Services (Cal OES) 2016 State Homeland Security Grant for two unmanned aerial systems – from Police Commander Carroll. (RESOLUTION)**
- F.7 Authorization and direction to the City Manager to negotiate and enter into an agreement with Heller Manus Architects to provide professional architectural services for the Newark Civic Center, Project 1188, and adoption of a resolution approving the use of the Design-Build Project Delivery Method authorized by California Public Contract Code Section 22160 et seq. for the project – from Chief Building Official / City Architect Collier and City Attorney Benoun. (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 2017 – from Mayor Nagy. (MOTION)(RESOLUTION)

I.2 Appointments to the Senior Citizen Standing Advisory Committee – from Mayor Nagy. (RESOLUTION)

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

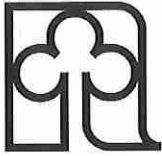
Approval of Audited Demands for the City Council meeting of April 27, 2017. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



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City Administration Building
7:30 p.m.
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AGENDA

Thursday, April 27, 2017

CITY COUNCIL:

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

CITY STAFF:

John Becker
City Manager

Terrence Grindall
Assistant City Manager

Susie Woodstock
Administrative Services Director

Sandy Abe
Human Resources Director

Soren Fajeau
Public Works Director

Jim Leal
Police Chief

David Zehnder
Recreation and Community
Services Director

David J. Benoun
City Attorney

Sheila Harrington
City Clerk

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

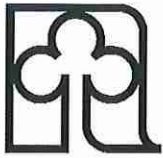
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|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| 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

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

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

Minutes

Thursday, April 13, 2017

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:32 p.m. Present were Council Members Hannon, Collazo, Freitas, and Vice Mayor Bucci.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, March 23, 2017.

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Presentation by the Farmers and Farmerettes Square Dance Club.

Don Baker and members of the Farmers and Farmerettes Square Dance Club presented a contribution to the Newark Betterment Corporation for Graffiti Abatement, DARE and the K9 program.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

Council Member Hannon requested the removal of items F.1 and F.4 for separate consideration.

Vice Mayor Bucci moved, Council Member Collazo seconded, to approve Consent Calendar Items F.2, F.3 and F.5 through F.8, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

- F.2 Approval of specifications, acceptance of bid proposal and award of contract to New Image Landscape Company for Park and Landscape Maintenance Services, Project 1186A, and authorization for the Public Works Director to execute future renewal contracts. MOTION APPROVED
RESOLUTION NO. 10603
CONTRACT NO. 17005**
- F.3 Approval of fiscal year 2016-2017 and 2017-2018 planned expenditures for the Used Oil Payment Program and an amendment to the 2016-2018 Biennial Budget. RESOLUTION NO. 10604**
- F.5 Authorization for the purchase of four (4) 2017 Ford SUV Utility Interceptors as replacement patrol vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics, Alameda County Radio, and Lehr. RESOLUTION NO. 10605**
- F.6 Authorization for the Public Works Director to exercise contract renewal options with SWA Services Group, Inc., for Janitorial Services to City Buildings. RESOLUTION NO. 10606**
- F.7 Approval of plans and specifications, acceptance of bid, award of contract for the Base Bid to G. Bortolotto & Company, Inc. for Park Pathways Resurfacing For ADA Access, Projects 1109 and 1175, and amendment of the 2016-2018 Biennial Budget for Fiscal Year 2016-2017. MOTION APPROVED
RESOLUTION NO. 10607
CONTRACT NO. 17006**
- F.8 Authorization for the Mayor to sign a contractual services agreement with Aquatic Design Group for Silliman Aquatic Center Consulting Services and amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan. RESOLUTION NO. 10608
CONTRACT NO. 17007**

NONCONSENT**F.1 Acceptance of contract with Mike Davis Landscape Services for Park and Landscape Maintenance Services Project 1123A.****RESOLUTION NO. 10609**

Council Member Hannon suggested adding a liquidated damages clause into agreements if a vendor does not provide notice of renewal within the deadlines of the agreement.

Council Member Hannon moved, Vice Mayor Bucci seconded to, by resolution, accept the contract with Mike Davis Landscape Services for Park and Landscape Maintenance Services Project 1123A. The motion passed, 5 AYES.

F.4 Authorization for the purchase of two (2) 2017 Ford F-350 Front Cab/Chassis as replacement dump trucks for the Maintenance Division of the Public Works Department through Downtown Ford Sales and outfitting by Western Truck Fabrication, Inc.**RESOLUTION NO. 10606**

Council Member Hannon stated that no bids were submitted for this purchase and he requested information on the notification process, specifically for local businesses.

Council Member Hannon moved, Council Member Collazo seconded to, by resolution, authorize the purchase of two (2) 2017 Ford F-350 Chassis as replacement dump trucks for the Maintenance Division of the Public Works Department through Downtown Ford Sales and outfitting by Western Truck Fabrication, Inc. The motion passed, 5 AYES.

F.9 Confirming compliance with the Surplus Land Act, Assembly Bill 2135 and authorizing the filing of an Application for Funding Assigned to the Metropolitan Transportation Commission for the Thornton Avenue Overlay, Project 1189, Committing any Necessary Matching Funds and Stating Assurance to Complete the Project.**RESOLUTION NO. 10611-10612**

Assistant City Engineer Imai stated that the City is in a position to receive \$591,700 from the One Bay Area Grant (OBAG2) Local Streets & Roads program for the pavement rehabilitation project on Thornton Avenue between Interstate 880 and Olive Street. In order to be eligible for the funding, the City must confirm compliance with the Surplus Land Act, authorize the application filing for the OBAG2 funds, commit local match funds (\$76,661), and provide project completion assurance.

Council Member Freitas moved, Council Member Collazo seconded to, by resolutions: 1) confirm compliance with the Surplus Land Act, Assembly Bill 2135; and 2) authorize the filing of an application for funding assigned to the Metropolitan Transportation

Commission for the Thornton Avenue Overlay, Project 1189, commit any necessary matching funds and state assurance to complete the project. The motion passed, 5 AYES.

F.10 Resolution authorizing the Annual Program Submittal for Measures B and BB funding of paratransit services. RESOLUTION NO. 10613

Recreation and Community Services Director Zehnder presented the annual application for funding and a budget to be sent to the Alameda County Transportation Commission (ACTC) for paratransit services in the upcoming fiscal year.

Vice Mayor Bucci moved, Council Member Hannon seconded to, by resolution, approve the annual program submittal for Measure B and Measure BB funding for paratransit services for Fiscal Year 2017-2018. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy stated that he would adjourn the meeting in memory of Dennis Leonesio retired Fire Chief/Assistant City Manager. He congratulated Marci Manuel who was named Newark's Dispatcher of the Year. He thanked the Maintenance Division and the Raven volunteers for their response to the wind storm.

Council Member Collazo stated that she attended the Alameda County Library Board Meeting and learned about resources available via the internet. She encouraged people to read the books at the Newark Library from the Young Author's Program. She congratulated the Recreation Department for a well attended Family Day in the Park.

Vice Mayor Bucci congratulated Mayor Nagy for the State of the City Address. He thanked the Farmers and Farmerettes' for their donation. He commended the Newark Police Department for the arrest related to the homicide over the weekend.

Council Member Hannon also commended the Farmers and Farmerettes, the Mayor's State of the City address, and the citywide clean up after the storm.

Council Member Freitas extended his condolences to the Leonesio Family.

Mayor Nagy thanked Administrative Analyst Laurie Gebhard for her assistance on his State of the City speech.

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of April 13, 2017. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 110534 to 110741.

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

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:07 p.m., in memory of Dennis Leonesio retired Fire Chief/Assistant City Manager.

C.1 Proclaiming May as National Water Safety Month.

(PROCLAMATION)

Background/Discussion – In recognition of the popularity of swimming and other water-related recreational activities, and the resulting need for ongoing public education on safer water practices, the month of May 2017 has been designated as National Water Safety Month.

Recreation and Community Services staff will be at the meeting to accept the proclamation.

C.2 Proclaiming May 4, 2017, as National Day of Prayer.

(PROCLAMATION)

Background/Discussion – May 4, 2017, has been designated as National Day of Prayer in Newark. Pastor Emeritus Ed Moore will be at the meeting to accept the proclamation.

**C.3 Union Sanitary District Update from Paul R. Eldredge, P.E., General Manager.
(PRESENTATION)**

Background/Discussion – The Union Sanitary District serves the cities of Fremont, Newark, and Union City by collecting and treating over eight billion gallons of sewage per year. General Manager Paul Eldredge will provide a general overview of the District and its services.

E.1 Hearing to consider property owners' objections to the 2017 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances - from Deputy Fire Marshal Lee/Maintenance Supervisor Hornbeck.
(MOTION)

Background/Discussion - On March 23, 2017, the City Council adopted Resolution No. 10,601 initiating the 2017 Weed Abatement Program and setting a public hearing for April 27, 2017. The annual weed abatement program abates weeds on vacant commercial and industrial properties not maintained by the property owners as directed by the Fire Marshal. Property owners may object in person by attending this hearing or by letter. As of April 20, 2017, no written objections have been received. Several owners have notified staff that they will perform the work themselves. If the weeds on these parcels are not abated in a timely manner, the City's contractor will perform the work in May. This will provide these owners ample time to complete the abatement.

The property owners, as listed on the County Assessor's roll, have been given the required notice of the public hearing date. If objections are received prior to or during the public hearing, the Council should consider the objections; and then, by motion, allow or overrule the objections. The Council may then instruct the Superintendent of Streets to abate the public nuisance on the parcels remaining in the program.

Attachment - None

Action - It is recommended that the City Council, by motion, act upon any objections by property owners to the 2017 Weed Abatement Program, and instruct the Superintendent of Streets to abate the public nuisances.

F.1 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 22 and 23, 2017 – from Police Sergeant Hoppe and Assistant Engineer Carmen. (MOTION)

Background/Discussion – The Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) has requested that the City approve and provide traffic control for two events associated with the 2017 Holy Ghost Festival:

- Small Parade, Saturday, July 22, from 1:00 p.m. – 3:00 p.m. The parade will exit the Newark Pavilion onto Thornton Avenue, to Arden Street, to Plummer Avenue, to Galletta Drive, back to Plummer Avenue, to Cherry Street, and return to the Pavilion.
- Traditional Annual Parade, Sunday, July 23, from 10:45 a.m. – 2:30 p.m. The parade will exit the Newark Pavilion onto Thornton Avenue, proceed to St. Edwards Church, and return to the Pavilion.

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

Attachment - None

Action - It is recommended that the City Council, by motion, approve the events within the public right-of-way, authorize issuance of an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) organization, and provide traffic control for the annual Holy Ghost Festival on July 22 and 23, 2017.

**F.2 Authorization for the Mayor to sign an agreement with *The Tri-City Voice* for legal advertising services for Fiscal Year 2017-2018 – from City Clerk Harrington.
(RESOLUTION)**

Background/Discussion – California Government Code requires the City of Newark (City) to print legal notices in an adjudicated newspaper of general circulation. An adjudicated newspaper of general circulation does not exist in the City and the City is legally required to use an adjudicated newspaper that is published nearest the City. The Public Contract Code requires the City to invite bids for legal advertising and award the contract on a fiscal year basis; however, unlike public works projects, the City is not obligated to select the lowest bidder in selecting legal advertising services. *The Argus* and *Tri-City Voice* are the only newspapers that currently meet the legal requirements for publishing legal notices. Quotes were requested from each newspaper.

The *Tri-City Voice* provided a quote of \$1.25 per line, which is the same amount as the current agreement. Their circulation has increased to 4,500 newspapers within the City of Newark (500 more than last year). *The Argus* did not provide a quote.

Staff recommends awarding the agreement to *Tri-City Voice*. Funds are budgeted in the city departments that place legal advertising in the newspaper.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with *Tri-City Voice* for legal advertising services for Fiscal Year 2017-2018.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT WITH *TRI-CITY VOICE* FOR LEGAL
ADVERTISING SERVICES FOR FISCAL YEAR 2017-2018

WHEREAS, California Government Code requires the City of Newark to print legal notices in an adjudicated newspaper of general circulation; and

WHEREAS, *The Argus* and *Tri-City Voice* are the only newspapers that currently meet the legal requirements for publishing legal notices on behalf of the City; and

WHEREAS, proposals were requested from *The Argus* and *Tri-City Voice* for the upcoming fiscal year; however, *The Argus* did not respond; and

WHEREAS, staff recommends awarding the agreement to *Tri-City Voice* for fiscal year 2017-2018; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby awards the agreement for legal advertising services for Fiscal Year 2017-2018 to *The Tri-City Voice* and authorizes the Mayor to sign the agreement;

BE IT FURTHER RESOLVED that this resolution supersedes previous resolutions awarding legal advertising services.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 27 day of APRIL, 2017 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and WHAT'S HAPPENING TRI-CITY VOICE, ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: **LEGAL ADVERTISING SERVICES FOR FISCAL YEAR 2017-2018.**

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

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

3. COMPENSATION.

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

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

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

Invoices shall be sent to:

City of Newark
Attn: City Clerk
37101 Newark Blvd.
Newark, CA 94560

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

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

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

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

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee

or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's

accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage

required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

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

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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

Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(including products and completed operations, property damage, bodily injury, and personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim; **\$2,000,000** aggregate.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self insurance.

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

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

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

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

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

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

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

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

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

party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

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

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

16. TERM/TERMINATION.

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

B. Notwithstanding the provisions of paragraph 16 Section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said

notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by **SHEILA HARRINGTON, CITY CLERK** of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

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

TRI-CITY VOICE

CITY OF NEWARK

Consultant

Administrator

Address: William Marshak
Tri City Voice
39737 Paseo Padre Pkwy, Ste B
Fremont, CA 94538

City of Newark
Attn: City Clerk
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

What's Happening, Inc.
What's Happening/Tri-City Voice

By _____
Mayor

By _____
William Marshak

Date _____

Date _____

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Services provided by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation, include:

1. Assistance and training of city personnel to become comfortable and utilize the ADTECH electronic submission and filing system.
2. Typeset all submissions for legal advertising in a timely and accurate manner.
3. Proofread all submissions.
4. Print and distribute approved city public notices weekly in TCV.
5. Allow timely retrieval and filing of submissions through ADTECH or local TCV office personnel.
6. Provide accurate billing and accounting of legal notice submissions.

All listed major components of service shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

EXHIBIT B

PAYMENT

Billing by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation, include:

1. Accurate and itemized billing through The Daily Journal Corporation.
2. Instant access to billing information of all submissions through ADTECH system.
3. Services related to acceptance, assemblage, typesetting, publishing and distribution of public notices included in contract rate of \$1.25 per line per column. Refer to Information Summary for column size. This is a "not to exceed" cost for performance of these services.

Billing services shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

EXHIBIT C
QUALIFICATIONS

What's Happening, Inc.

What's Happening, Inc. was established March 1998 and began publication of What's Happening Magazine, a full-color local monthly guide for the Tri-City Area. In January of 2002, Tri-City Voice newspaper (TCV) began distribution.

TCV has grown rapidly to include local news and information for the Greater Tri-Cities of Hayward and its environs, Fremont, Newark, Union City, Sunol and Milpitas. A unique distribution system assures wide availability through stack and rack at over 1,500 locations as well as paid subscriptions. In addition, www.tricityvoice.com offers the complete newspaper – including legal notices – online for review at no cost. Currently, this website receives over 18,000 hits per day and the number is increasing. Complete newspaper is also available on the TCV News mobile app.

What's Happening, Inc. is a local company, owned and operated by Fremont residents which seeks to employ local residents as well. Currently, What's Happening, Inc. employs 22 people plus contract writers and photographers, the majority are Tri-City residents. Our office at 39737 Paseo Padre Parkway, Suite B in Fremont is the sole office of TCV and houses three trained employees to handle legal notice issues.

Since adjudication, public notices have been published without serious incident. Use of The Daily Journal Corporation ADTECH system has proven to be an efficient and accurate process to submit and publish legal notices.

The Daily Journal Corporation

The Daily Journal has long experience managing media buying services similar to those identified in the IFB's Scope of Work. Established in 1888, the company was reincorporated in 1987. As a specialist in the niche of "Government Advertising", the Daily Journal places legal advertising to meet the legal publishing requirements. It holds over 800 adjudication decrees for California newspapers and has an extensive database of newspaper contract and other specifications for immediate and efficient ad identification, ad placement and follow-up.

The Daily Journal employs 260 full-time staff members. Approximately 40 full-time staff is assigned to handling over 5,000 advertisements per month for government agencies.



1 Stephen F. Von Till, Bar No. 47217
2 VON TILL & ASSOCIATES
3 152 Anza Street, Suite 200
4 Fremont, California 94539

4 Phone: (510) 490-1100
5 Fax: (510) 490-1102

6 Attorneys for Petitioner
7 William Marshak

FILED
ALAMEDA COUNTY

MAY 18 2015

By Satt Sealy

8 SUPERIOR COURT, STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

10
11 In the Matter of the Petition of
12 William Marshak to Have the Standing of
13 "What's Happening's TRI-CITY VOICE"
14 as a Newspaper of General Circulation
15 Ascertaind and Established

Case No.: HG14716669

JUDGMENT ASCERTAINING
AND ESTABLISHING
NEWSPAPER AS ONE OF
GENERAL CIRCULATION

[Gov C § 6000, et seq.]

16
17 Bay Area News Group, Contestant

18
19
20 The verified petition of William Marshak to have the standing of "What's Happening's TRI-
21 CITY VOICE" newspaper ascertaind and established as a newspaper of general circulation, as
22 defined in Section 6000 of the Government Code, came on regularly for hearing by the court on
23 January 9, 2015, in Department 14 of the above-entitled court. Petitioner appeared by his attorney
24 Stephen F. Von Till of Von Till & Associates. Contestant, Bay Area News Group, appeared by Duffy
25 Carolan of Jassy Vick Carolan LLP.
26

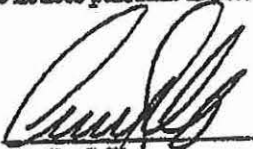
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Evidence, both oral and documentary, was introduced on behalf of William Marshak and the "What's Happening's TRI-CITY VOICE" newspaper. The matter was argued and submitted for decision.

On proof made to the satisfaction of the court, the court hereby renders judgment as follows:

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, that the newspaper "What's Happening's TRI-CITY VOICE" is a newspaper of general circulation for the City of Fremont, County of Alameda, State of California, as defined in Government Code section 6000, et seq., of the California Government Code; said newspaper meets the requirements of Government Code section 6000, et seq., and is entitled to publish public notices pursuant thereto.

Dated: MAY 1³ 2015


Evelio Grillo
Judge of the Superior Court

Approved as to form:

Duffy Carolan
Jassy Vick Carolan LLP
Attorneys for Contestant
Bay Area News Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

F.3 Approval to reclassify the Public Information Officer/Administrative Analyst position in the City Manager's Office to Assistant to the City Manager by amending the Employee Classification Plan, the Compensation and Benefit Plan for City Officials, Management, Supervisory and Professional Employees and the 2016-2018 Biennial Budget – from Human Resources Director Abe.

(RESOLUTIONS – 3)

Background/Discussion – The City Manager's Office is recommending the reclassification of the Public Information Officer position (currently classified as an Administrative Analyst) to Assistant to the City Manager. As the administrator of complex citywide programs related to the waste management contract and the Utility Users' Tax, the position's scope, and level of responsibility have evolved beyond its current level. In addition, the Assistant to the City Manager classification is employed by neighboring cities to perform similar Public Information Officer functions.

More specifically, this fast-paced and versatile position administers the Utility Users' Tax exemption process; is the direct contact for customer complaints and marketing materials for the waste management program; prepares speeches, graphics and animation for a variety of activities including the State of the City Address; coordinates major special events like the annual volunteer recognition event; and serves as the City Liaison for regional initiatives.

Based on labor market salary comparisons and internal salary relationships, the proposed salary is set at Range 12 (\$7,192 to \$10,428 per month). All related costs will be incurred within the existing departmental budget. The 2016-2018 Biennial Budget is being amended to add the position title.

Attachments

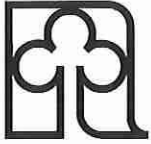
Action - It is recommended that the City Council approve by resolutions: (1) amending Resolution No. 2505, Employee Classification Plan, to add the class specification entitled Assistant to the City Manager and (2) amending Resolution No. 10401, the Compensation and Benefit Plan for City Officials, Management, Supervisory and Professional Employees and (3) amending the 2016-2018 Biennial Budget to add one position entitled Assistant to the City Manager and delete one Administrative Analyst position.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE CLASSIFICATION PLAN, TO CREATE ONE NEW CLASSIFICATION ENTITLED ASSISTANT TO THE CITY MANAGER

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective April 27, 2017:

ADD	
Classification Title	Classification Code
Assistant to the City Manager	048



Class Code: 048
WP Code: asstocm
Established: 01-95
Revised: 04-2017
EEO Code: O

CLASS SPECIFICATION

City of Newark, California

ASSISTANT TO THE CITY MANAGER

POSITION DESCRIPTION

DEFINITION:

Under direction, performs advanced professional administrative and research tasks for the City Manager; may administer a specific program area; conducts complex and comprehensive analyses of a wide range of programs and services; performs special assignments; participates in and supports successful team efforts and does related work as required.

DISTINGUISHING CHARACTERISTICS:

This is an advanced level professional classification assigned to the City Manager's office. Assignments will vary, but may involve matters which are either specific or city-wide in scope. Performance is reviewed on the basis of general results obtained. Assignments are characterized by sensitivity, complexity, and by the broad scope of project content and related contacts with the public and other organizational entities. This class will conduct major analytical assignments and serve on management committees and task forces dealing with important city issues. This class may be assigned responsibility for developing, organizing, and maintaining one or more specialized management projects or support activities.

EXAMPLES OF ESSENTIAL DUTIES:

Duties may include, but are not limited to, the following:

Respond to citizen complaints and requests for information; write public information materials.

Coordinate the implementation of assigned programs, policies, and projects; review work to ensure compliance with department policy, standards, and directions.

Confers with the City Manager in coordinating a variety of management and administrative support activities.

Prepares and processes grant proposals and applications.

Supervises administrative activities in the City Manager's office.

Researches information; gathers, interprets, and prepares data for studies, reports, and makes recommendations; prepares a variety of studies, reports and related information for decision-making purposes.

Confers with department heads, other public officials, consultants and citizens in the accomplishment of program objectives.

Interacts with members of the City Council, Planning Commission, staff and the general public as a representative of the City Manager's office.

Handles citizen complaints and inquiries; publishes a community newsletter; coordinates public relations events; develops informational materials that promote the City and its programs and services; performs work that reflects a high quality, professional City image.

Performs audio/video control room operations for cablecast, when necessary, at City Council Meetings.

Prepares correspondence, reports and conducts management studies; evaluates ideas and concepts and makes recommendations including methods of implementation where appropriate.

Acts as liaison with contract franchises.

MINIMUM QUALIFICATIONS

Knowledge of:

- Graphic design techniques, concepts, materials and standards, including desktop publishing, illustration software, photo manipulation and power point preparation, and creative skills to produce visually appealing products.
- Principles and practices of organization, budgeting and personnel administration.
- Research techniques and report writing.
- Principles and practices of supervision.
- Modern office procedures and computer equipment.
- Technical and analytical report writing and presentation.
- Applicable Federal, State and local laws, rules and regulations pertaining to local government operations.

Ability or Skill to:

- Evaluate work from the perspective of management and the customer.
- Gather and analyze data.
- Plan, organize, and administer programs and projects; conduct organizational, operational and statistical analysis.
- Prepare and analyze a variety of complex reports, studies and related information for decision-making purposes.
- Develop goals and objectives for a program area.
- Write clear, organized, and effective oral presentations.
- Establish and maintain effective working relationships with staff, city officials, consultants, contractors, other public officials, and the general public.
- Complete assigned tasks, given a goal and time frame.
- Handle a number of challenging assignments simultaneously.
- Work independently.
- Supervise, train, and evaluate assigned personnel.
- Understand, interpret and apply complex guidelines.
- Operate personal computer business applications.
- Conduct training programs.
- Develop, coordinate and implement special events and programs.
- Write and publish a community newsletter.
- Represent the City effectively in meetings with others.

Work with numerical figures to carry out computations.

Experience and Training: Any combination of experience and training equivalent to graduation from an accredited four-year college or university with a degree in public administration, political science, English, business administration or related field, and four years of progressively responsible professional administrative experience.

Special Requirement: Possession of a valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements: Ability to sit for prolonged periods of time, bend, stoop, speak and hear. This class requires the use of hands and arms to operate a computer key board, grasp objects, and to reach. Incumbents must occasionally lift and/or move up to 25 pounds and may be required to stand outdoors for prolonged periods of time in a variety of weather conditions.

Probationary Period: 12 months

FLSA: Exempt

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10401, THE COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP TO ADD ONE NEW CLASSIFICATION, ENTITLED ASSISTANT TO THE CITY MANAGER

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10401, The Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group, be amended to add one new classification as follows, effective April 27, 2017:

ADD

Add Classification Title	Salary Range
Assistant to the City Manager	12

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2016-2018 BIENNIAL BUDGET TO ADD ONE POSITION ENTITLED ASSISTANT TO THE CITY MANAGER AND DELETE ONE ADMINISTRATIVE ANALYST POSITION

BE IT RESOLVED by the City Council of the City of Newark that the 2016-2018 Biennial Budget was adopted by Resolution No. 10509 and is hereby amended to add one position of Assistant to the City Manager and delete one Administrative Analyst position effective April 27, 2017, as follows:

Add New Classification Title	Add New Allocation (Activity Code/%)
(1.0) Assistant to the City Manager	1021 – 100%

Delete Classification Title	Delete Allocation (Activity Code/%)
(1.0) Administrative Analyst	1021 – 100%

F.4 Approval of partial release of security bonds for Tract 8130, Timber (Timber Street LLC) a residential subdivision located on the east side of Central Boulevard, south of Central Avenue – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – On April 24, 2014, Timber Street LLC (Trumark Homes), entered into a Subdivision Agreement with the City of Newark to construct improvements associated with Tract 8130, Timber. Timber Street LLC provided a Performance Bond in the amount of \$1,682,000 and a Materials Bond in the amount of \$841,000, both issued by Philadelphia Indemnity Insurance Company, to guarantee the tract improvements. The improvements are more than 80% complete and, in accordance with authority contained in §66499.7 of the Government Code, these bonds may be reduced. Timber Street LLC has provided bond riders issued by Philadelphia Indemnity Insurance Company for both the Performance and Materials bonds in the amounts of \$336,400 and \$168,200, respectively, to guarantee the construction of remaining improvements. The amount of the bond riders is equal to twenty percent (20%) of the original bond amounts.

The replacement bonds will be adequate to guarantee the construction of remaining improvements of Tract 8130, which are limited to minor punchlist items including the application of a microseal on roadway pavement within the development, replacement of dead landscaping, installation of trash capture inlet filters, adjustments to storm drain inlet elevations and drainage improvements at the Timber Street cul-de-sac.

Ownership of all tract improvements will remain with Timber Street LLC until acceptance of the improvements by the City.

Attachment

Action – It is recommended that the City Council, by resolution approve the partial release of security bonds for Tract 8130, Timber.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF NEWARK APPROVING THE PARTIAL RELEASE
OF SECURITY BONDS FOR TRACT 8130, TIMBER

WHEREAS, Timber Street LLC, the developer of Tract 8130, previously entered into a Subdivision Agreement with the City of Newark dated April 24, 2014 (Resolution No. 10200) to improve said Tract in accordance with plans on file with the City Engineer; and

WHEREAS, the improvements for Tract 8130 are more than 80% complete in accordance with said plans, and any approved modifications thereto, to the satisfaction of the City Engineer; and

WHEREAS, the Performance Bond and the Materials Bond can be partially released, in accordance with the authority contained in §66499.7 of the Government Code of the State of California;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the release and replacement of the original Performance Bond issued by Philadelphia Indemnity Insurance Company, in the amount of \$1,682,000 for tract improvements (Bond No. PB00473800043) with a bond rider issued by Philadelphia Indemnity Insurance Company in the amount of \$336,400.

BE IT FURTHER RESOLVED that the City Council does hereby approve the release and replacement of the original Materials Bond issued by Philadelphia Indemnity Insurance Company, in the amount of \$841,000 for tract improvements (Bond No. PB00473800043) with a bond rider issued by Philadelphia Indemnity Insurance Company in the amount of \$168,200.

F.5 Approval of Amendment No. 2 to the Project Specific Funding Agreement with Alameda County Transportation Commission for the design phases of the Central Avenue Overpass, Project 1014 – from Public Works Director Fajeau.

(RESOLUTION)

Background/Discussion – On December 10, 2015 the City Council approved Amendment No. 1 to the Project Specific Funding Agreement with the Alameda County Transportation Commission for the Preliminary Engineering/Environmental Studies (PE/Env) and the Plans, Specifications and Estimates (PS&E) phases of the Central Avenue Overpass, Project 1014. At the time of this approval it was noted that a subsequent amendment would be necessary to establish a more precise schedule for completion of the final design as the design becomes more refined and the overall schedule and cost estimates are better known.

The City is under contract with Quincy Engineering, Inc. to provide the professional engineering services for the design phases of the project. Quincy Engineering, Inc. and its sub-consultants have completed a significant amount of work to date. This includes, but is not limited to extensive geotechnical investigations, detailed utility locating, traffic studies, coordination with Union Pacific Railroad, and development of roadway alternatives and structure type analysis. A four-lane, multi-span structure is under design with a projected capital cost of up to \$27 Million. Staff has coordinated with the Alameda County Transportation Commission to revise the time period for completion of the design phase to March 31, 2018, with an expiration date of June 30, 2018 for the Project Specific Funding Agreement itself. This adjustment is necessary given the design complexities resulting from extremely poor soil conditions in the project area, the necessary utility relocations and associated coordination, finite available right-of-way, and continued pursuit of full project funding for construction.

Attachment

Action - It is recommended that the City Council, by resolution, approve Amendment No. 2 to the Project Specific Funding Agreement with the Alameda County Transportation Commission for the Preliminary Engineering/Environmental Studies (PE/Env) and Plans, Specifications and Estimates (PS&E) phases of the Central Avenue Overpass, Project 1014.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 2 TO THE PROJECT SPECIFIC FUNDING AGREEMENT WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR THE PRELIMINARY ENGINEERING/ ENVIRONMENTAL (PE/ENV) AND THE PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) PHASES OF THE CENTRAL AVENUE OVERPASS, PROJECT 1014

WHEREAS, with Resolution No. 10,147 the City Council of the City of Newark approved a Project Specific Funding Agreement with the Alameda County Transportation Commission (Alameda CTC) for the Central Avenue Overpass, Project 1014; and

WHEREAS, with Resolution No. 10,432 the City Council of the City of Newark approved Amendment No. 1 to the Project Specific Funding Agreement with the Alameda CTC for the Central Avenue Overpass, Project 1014.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 2 to the Project Specific Funding Agreement with the Alameda CTC for the Central Avenue Overpass and does hereby authorize the Mayor of the City of Newark to sign said Amendment No. 2.

AMENDMENT NO. 2

to

PROJECT SPECIFIC FUNDING AGREEMENT

by and between

ALAMEDA COUNTY TRANSPORTATION COMMISSION

and the

CITY OF NEWARK

for the

PRELIMINARY ENGINEERING/ENVIRONMENTAL STUDIES PHASE

and the

PLANS, SPECIFICATIONS AND ESTIMATES PHASE

of the

**DUMBARTON CORRIDOR IMPROVEMENTS – CENTRAL AVENUE OVERPASS PROJECT
(PROJECT NO. 1211001)**

This AMENDMENT NO. 2, effective as of the 25th day of February 2016, is entered into by and between by and between the City of Newark, a local public agency, (“SPONSOR”), and the ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers authority (“ALAMEDA CTC”), for the Central Avenue Overpass Project, Project No. 25B (“PROJECT”), a portion of Alameda County Transportation Improvement Authority (“ACTIA”) Project No. 25 (“DUMBARTON CORRIDOR IMPROVEMENTS PROJECT”).

RECITALS

A. ALAMEDA CTC and SPONSOR are parties to that certain Project Specific Funding Agreement (Alameda CTC No. A12-0024) dated November 1, 2013, as amended by AMENDMENT NO. 1 dated June 30, 2015 (as so amended, the “AGREEMENT”) for the funding of the PROJECT.

B. SPONSOR has requested a budget realignment and additional time for PROJECT implementation beyond the current PROJECT completion date of June 30, 2016. This amendment was approved by the governing body of the ALAMEDA CTC at its February 25, 2016 meeting.

AMENDMENT

1. The expiration date set forth in the AGREEMENT is hereby extended by two (2) years to June 30, 2018.

2. Section I, paragraph 6 of the AGREEMENT is replaced in its entirety with the following:

(6) Measure B Funding Obligations for this SPECIFIC AGREEMENT are as follows:

Preliminary Engineering / Environmental Studies (PE/ENV) Phase						
	Measure B Funding Obligation (\$x 1,000)					
	Prior to 15/16	FY 15/16	16/17	17/18	18/19	TOTAL
Contracts	0	0	0	0	0	0
SPONSOR Staff	0	0	0	0	0	0
Total PE/ENV Phase	0	0	0	0	0	0

Plans, Specifications and Estimates (PS&E) Phase						
	Measure B Funding Obligation (\$x 1,000)					
	Prior to 15/16	FY 15/16	16/17	17/18	18/19	TOTAL
Contracts	0	236	1,279	1,250	0	2,765
SPONSOR Staff	0	0	0	0	0	0
Total PS&E Phase	0	236	1,279	1,250	0	2,765

SPECIFIC AGREEMENT Total (All Phases)						
	Measure B Funding Obligation (\$x 1,000) (Note 1)					
	Prior to 15/16	FY 15/16	16/17	17/18	18/19	TOTAL
Contracts	0	236	1,279	1,250	0	2,765
SPONSOR Staff	0	0	0	0	0	0
Total (AGREEMENT)	0	236	1,279	1,250	0	2,765

Notes:

- The Measure B obligation amounts shown per fiscal year for the SPONSOR Total represent the maximum amount of Measure B funding available for reimbursement of eligible costs incurred by SPONSOR during the fiscal year shown. Approval of requests for reimbursement, or portions of requests for reimbursement, that exceed the limit for a given fiscal year will be deferred until a subsequent fiscal year with sufficient capacity for the deferred amount. Any unspent balance of a fiscal year amount at the end of the fiscal year shown will carry over to subsequent fiscal years.

3. Appendices B-1, C-1, C-2, and D of Exhibit A (Project Control Information) of the SPECIFIC AGREEMENT are replaced in its entirety with the revised Appendices B, C-1, C-2, and D attached hereto and by this reference incorporated herein.

4. Except as amended hereby, the terms and provisions of the AGREEMENT remain in full force and effect and are hereby ratified and confirmed.

APPENDIX B-1-REVISED

PROJECT SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
Preliminary Engineering/Environmental Studies	11/1/13	11/30/14
CEQA Approval	NA	11/30/14
NEPA Approval	NA	NA
Plans, Specifications and Estimate (Final Design)	1/1/16	3/31/18
Right of Way Acquisition	4/1/17	5/31/18
Utility Relocation/Coordination	12/1/16	5/31/18
Right of Way Certification	NA	5/31/18
Advertise, Open Bids and Award Construction Contract	6/1/18	8/1/18
Construction	8/1/18	8/1/19
Project Closeout	8/1/19	10/1/19

Environmental Clearance Status

	CEQA	NEPA
Environmental Document Type	Statutorily Exempt	NA
Begin Environmental Process	NA	NA
Draft Circulation	NA	NA
Date of Public Meeting	NA	NA
Final Draft Submitted	NA	NA
Actual Certification Date	11/30/14	NA
Percent Complete	100	NA

APPENDIX C-1-REVISED

PROJECT COST/FUNDING SUMMARY

PHASE	(\$x 1,000)				
	2000 Measure B	CMA TIP	Local	TBD	Total Cost/Funding
Prelim. Engineering/ Environmental Studies	\$ 0	\$	\$ 30		\$ 30
Final Design (PS&E)	\$ 2,765	\$	\$ 100		\$ 2,865
Right of Way/ Utility Relocation	\$	\$	\$	\$ 2,155	\$ 2,155
Construction Capital	\$ 13,289	\$	\$	\$ 13,711	\$ 27,000
Construction Support	\$	\$ 630	\$	\$ 370	\$ 1,000
Totals	\$ 16,054	\$ 630	\$ 130	\$ 16,236	\$ 33,050

APPENDIX C-2-REVISED

PHASE COST DETAIL

This Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PHASE COST DETAIL (\$ x 1,000)						
Final Design (PS&E)	2000 Measure B	Measure BB	Source TBD	Source TBD	Local	Total Cost
SPONSOR STAFF COSTS						
Sponsor Staff Time	\$	\$	\$	\$	\$90	\$90
Sponsor Direct Costs	\$66	\$	\$	\$	\$10	\$76
Sub-total Sponsor Staff Cost	\$66	\$	\$	\$	\$100	\$166
CONTRACT COST <i>(one line per expected contract)</i>						
Quincy Engineering*	\$1,894	\$	\$	\$	\$	\$1,894
Right of Way Support*	\$84	\$	\$	\$	\$	\$84
Contingency	\$721	\$	\$	\$	\$	\$721
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
Sub-total Contract Cost	\$2,699	\$	\$	\$	\$	\$2,699
Total Phase Cost <i>(Staff + Contract Costs)</i>	\$2,765	\$	\$	\$	\$100	\$2,865
Special Considerations related to funding the breakdown for the phase, e.g. 100% one fund source, certain funds to be expended before others, etc. * Contract subject to LBCE goals.						

APPENDIX D-REVISED

CASH FLOW REQUIREMENTS AND NON-MEASURE B FUNDING SOURCES/TIMING

MEASURE B CASHFLOW REQUIREMENTS BY PHASE (\$x 1,000)						
Project Phase	Prior To FY 15/16	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Total
PE/Env	\$	\$	\$	\$	\$	\$
Final Design (PS&E)	\$	\$ 236	\$ 1,279	\$ 1,250	\$	\$ 2,765
Right of Way Capital	\$	\$	\$	\$	\$	\$
Right of Way Support	\$	\$	\$	\$	\$	\$
Utility Relocation	\$	\$	\$	\$	\$	\$
Construction Capital*	\$	\$	\$	\$	\$ 13,289	\$ 13,289
Construction Support	\$	\$	\$	\$	\$	\$
Totals	\$	\$ 236	\$ 1,279	\$ 1,250	\$ 13,289	\$ 16,054

* Future agreement

NON-MEASURE B FUNDING SOURCES / TIMING (\$x 1,000)						
Fund Source	Prior To FY 15/16	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Total
CMA TIP 3090 Exchange	\$	\$	\$	\$	\$ 630	\$ 630
TBD (UPRR, PUC, Measure BB, local)	\$	\$	\$ 455	\$ 1,700	\$ 14,081	\$ 16,236
Local	\$ 30	\$ 10	\$ 35	\$ 35	\$ 20	\$ 130
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
Totals	\$ 30	\$ 10	\$ 490	\$ 1,735	\$ 14,731	\$ 16,996

F.6 Authorization for the City to accept the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2016 State Homeland Security Grant for two unmanned aerial systems – from Police Commander Carroll. (RESOLUTION)

Background/Discussion – The Alameda County Sheriff's Office (ACSO) submitted an application for the 2016 State Homeland Security Grant Program (SHSGP) on behalf of various agencies within the county and will also manage and administer approved funding. The SHSGP builds on the progress made toward enhancing the capabilities of law enforcement, emergency medical and management services, public works and public health and their abilities to respond to acts of terrorism involving chemical, biological, or nuclear weapons. Funding in the amount of \$35,000 has been allocated to the Newark Police Department to purchase two unmanned aerial systems.

ALCO will manage and administer approved funding for all sub-recipients and will comply with government cost principles, uniform administrative requirements, and audit requirements for federal grants as required in the Code of Federal Regulations (CFR). As a sub-recipient, we are required to ensure all equipment is maintained in good working order and made available for deployment locally or within the region. In addition, equipment must be physically tracked and marked as being "purchased with funds provided by the U.S. Department of Homeland Security" as well as with the grant award number.

Unmanned Aerial Systems (UAS) have proven to be a cost-effective means of enhancing public safety. The UAS consists of an Unmanned Aerial Vehicle (UAV), control system, and other related support equipment, including, but not limited to, digital cameras, thermal imaging cameras, remote monitors, batteries, storage devices, etc. As the only provider of UAS support in Alameda County, ACSO has had the opportunity to successfully deploy their systems on numerous occasions to assist with various public safety missions throughout the county. Our acquisition of two UAS will enhance the existing countywide program and allow for a more timely response in the southern portion of Alameda County during critical incidents.

The UAS will be capable of providing a live video downlink to deliver real-time situational awareness during critical incidents and other dangerous situations. The UAS will be utilized for search and rescue or recovery missions, disaster response, close air support for high risk tactical operations (barricaded suspects, active shooter situations, high risk search warrants, dangerous fleeing felons, etc.), hazardous materials spills, aerial photography for complex crimes scenes and accident investigations, pursuant to a search warrant, fire response/prevention, bomb threats, authorized training missions, and pursuant to mutual-aid requests. In the event of a terrorist related incident or disaster within the region, our UAS will be available for use as a mutual-aid asset. The UAS will only be operated by department personnel who have been trained and authorized and we will seek a Broad Area Certificate of Authorization (COA) from the Federal Aviation Administration (FAA) prior to any deployment.

The Newark Police Department will incorporate Policy #613, Small Unmanned Aerial System (sUAS) into their current policy manual in order to establish guidelines for the use of a UAS and for the storage, retrieval, and dissemination of images and data captured by the UAS.

Attachment – Newark Police Department Policy #613, Small Unmanned Aerial System (sUAS)

Action - It is recommended that the City Council, by resolution, authorize the City to accept the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2016 State Homeland Security Grant award for two unmanned aerial systems.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY TO ACCEPT THE U.S.
DEPARTMENT OF HOMELAND SECURITY, CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL
OES) 2016 STATE HOMELAND SECURITY GRANT AWARD
FOR TWO UNMANNED AERIAL SYSTEMS

WHEREAS, the Alameda County Sheriff's Office submitted an application through the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2016 State Homeland Security Grant Program (SHSGP) on behalf of various agencies within the county; and

WHEREAS, funding in the amount of \$35,000 has been allocated to the Newark Police Department to purchase two Unmanned Aerial Systems (UAS); and

WHEREAS, ALCO will manage and administer approved funding for all sub-recipients and will comply with government cost principles, uniform administrative requirements, and audit requirements for federal grants as required in the Code of Federal Regulations (CFR); and

WHEREAS, as a sub-recipient, we are required to ensure all equipment is maintained in good working order and made available for deployment locally or within the region; and

WHEREAS, equipment must be physically tracked and marked as being "purchased with funds provided by the U.S. Department of Homeland Security" as well as with the grant award number; and

WHEREAS, UAS have proven to be a cost-effective means of enhancing public safety by providing a live video downlink to deliver real-time situational awareness during critical incidents and other dangerous situations such as search and rescue or recovery missions, disaster response, close air support for high risk tactical operations (barricaded suspects, active shooter situations, high risk search warrants, dangerous fleeing felons, etc.), hazardous materials spills, and fire response/prevention; and

WHEREAS, the UAS will only be operated by department personnel who have been trained and authorized and we will seek a Broad Area Certificate of Authorization (COA) from the Federal Aviation Administration (FAA) prior to any deployment; and

WHEREAS, the Newark Police Department will incorporate Policy #613, Small Unmanned Aerial System (sUAS) into their current policy manual in order to establish guidelines for the use of a UAS and for the storage, retrieval, and dissemination of images and data captured by the UAS;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the City to accept the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2016 State Homeland Security Grant award.



NEWARK POLICE DEPARTMENT

Policy 613: Small Unmanned Aerial System (sUAS)

- I. **PURPOSE:** The following procedures are intended to promote the safe, efficient and lawful operation of the Newark Police Department small Unmanned Aerial System (sUAS). Safety, above all else, is the primary concern in each and every operation, regardless of the nature of the mission.
- II. **POLICY:** It shall be the mission of those personnel of the Newark Police Department who are trained in the use of the sUAS to use this resource to protect the lives and property of citizens of City of Newark and first responders in full compliance with applicable laws and regulations, including but not limited to applicable State and Federal Constitution and Federal Aviation Administration (FAA) regulations.

The use of a sUAS can support first responders in situations which would benefit from an aerial perspective and enable responders to detect dangers that could otherwise not be seen. The sUAS can also be utilized for approved training missions.

- III. **OVERVIEW:** The FAA Modernization and Reform Act of 2012 provides for the integration of civil unmanned aerial systems into national airspace by September 1, 2015. Existing federal law requires the Administrator of the FAA to develop and implement operational and certification requirements for the operation of public unmanned aerial systems in the national airspace system by December 31, 2015.
- IV. **DEFINITION:**
 - A. **Small Unmanned Aircraft System (sUAS):** Consists of the small unmanned aircraft weighting under 4.4 lbs., the command system, a secure control link, and other related safety support equipment.
 - B. **Unmanned Aircraft (UA):** An aircraft that is intended to navigate in the air without an on-board pilot.
 - C. **UA Flight Crewmember:** A pilot, visual observer, or other persons assigned duties for a sUAS for the purpose of flight.

- D. **Unmanned Aircraft Pilot:** A person exercising control over unmanned aircraft during flight. The pilot will be ultimately responsible for the operation and solely responsible for the input of commands/piloting during flight. The pilot will be certified in the operation of the sUAS by successful completion of an approved training course. The pilot must meet standards required by the FAA (must pass the required knowledge tests and must keep his/her aeronautical knowledge up to date). Pilots are authorized to evaluate and accept or decline any mission or portion thereof due to safety concerns.
- E. **Certificate of Authorization: COA** (Certificate of Authorization) Given by the FAA which grants permission to fly within specific boundaries and perimeters. Training flights cannot take place without a valid Training and Evaluation (T&E) COA and missions cannot take place without a valid operational/emergency COA.
- F. **Observer:** The observer is responsible for the visual observation of the sUAS while in-flight. The observer will maintain a visual observation of the sUAS while in flight and alert the pilot of any conditions (obstructions, terrain, structures, air traffic, weather, etc) which affect the safety of flight. The observer will be responsible for all aviation related communications required by the FAA. To accomplish this, the observer will be in close proximity to the pilot to ensure instant relaying of information. The observer will be certified in the operation of the sUAS by successful completion of an approved training course. The observer shall meet standards required by the FAA, pass the required knowledge tests and keep their aeronautical knowledge up to date.
- V. **ORDER:** The Newark Police Department will obtain a COA from the FAA in order to conduct operational or training missions. Requests for deployment of the sUAS will be made through Newark Police Department Dispatch. The watch commander, patrol supervisor and supervisor in charge of the investigation can request a sUAS call-out. Newark Police Department dispatch shall contact the sUAS pilot and notify him/her of the mission. The pilot will determine if the sUAS can be deployed safely, practically and within the scope of policy. If the request comes from an outside public safety agency the request will be directed to Dispatch at (510) 578-4237. The request will then be forwarded by the dispatcher to the on duty Watch Commander or Duty Command Officer and pilot or observer to determine if the request can be accommodated.
1. When the sUAS is being flown, operators will take steps to ensure the camera is focused on the areas necessary to the mission and to minimize the inadvertent collection of data about uninvolved persons or places.
 2. The Newark Police Department will maintain a website for public input to address citizens' concerns and recommendations.

3. The use of the sUAS will be limited to the authorized missions described herein.
4. The sUAS will not be equipped with any weapons.
5. The authorized missions for the Newark Police Department sUAS are:
 - a. Post-incident crime scene preservation and documentation
 - b. Explosive ordnance disposal (EOD) missions
 - c. Response to hazardous materials spills
 - d. Search and Rescue (SAR) missions as defined in California Government Code Section 26614
 - e. Public safety and life preservation missions to include barricaded suspects, hostage situations, active shooters, apprehension of armed and dangerous and/or violent fleeing suspects, and high-risk search warrants
 - f. Disaster response and recovery to include natural or human caused disasters including a full overview of a disaster area for post incident analysis and documentation
 - g. Training missions as authorized by the Training Certificate of Authorization
 - h. In response to specific requests from local, state or federal fire authorities for fire response and prevention
 - i. When there is probable cause to believe that (1) the sUAS will record images of a place, thing, condition, or event; and (2) that those images would be relevant in proving that a certain felony had occurred or is occurring, or that a particular person committed or is committing a certain felony and use of the sUAS does not infringe upon the reasonable expectation of privacy
 - j. Pursuant to a search warrant
6. On an ongoing basis, all procedures, laws and regulations on sUAS usage, shall be reviewed by the Administrative Division Captain and pilots assigned to the sUAS program. The Administrative Division Captain shall review the use of the sUAS to include an audit review, flight documentation review and provide an annual report to the Chief of Police.

VI. **PROCEDURES:**

1. A sUAS operation requires a Certificate of Authorization (COA) from the FAA.
2. A sUAS will only be operated by personnel, both pilots and crew members, who have been trained and certified in the operation of the system. All agency personnel with sUAS responsibilities, including command officers, will be provided training in the policies and procedures governing sUAS use.
3. All flights will be approved in advance by the Chief of Police or his/her designee.
4. All flights will be documented on the mission dispatch form designed for that purpose and all flight time shall be accounted for on the form. The reason for the flight and type of mission as specified above and name of the supervisor approving the operation will also be documented.
5. The administration, safety policy, training requirements, general operating procedures and pre/post flight actions are contained within the Newark Police Department sUAS Operations Manual.

VII. **DATA RETENTION AND PROCESSING**

Upon completion of each sUAS mission the recorded data shall be reviewed and evaluated for evidentiary value. Data of identifiable individuals captured during a sUAS mission shall not be retained unless there is reasonable suspicion that evidence of criminal activity is present. All retained data shall be maintained or destroyed pursuant to the Newark Police Department records retention and evidence policies and in compliance with applicable laws and regulations.

- ## VIII. **PROTECTION OF RIGHTS AND PRIVACY CONCERNS:**
- Newark Police Department personnel will consider the protection of individual civil rights and the reasonable expectation of privacy as a key component of any decision made to deploy the sUAS. Each sUAS operator and observer will ensure that operations of the sUAS are consistent with local, state, and federal law.

F.7 Authorization and direction to the City Manager to negotiate and enter into an agreement with Heller Manus Architects to provide professional architectural services for the Newark Civic Center, Project 1188, and adoption of a resolution approving the use of the Design-Build Project Delivery Method authorized by California Public Contract Code Section 22160 et seq. for the project – from Chief Building Official / City Architect Collier and City Attorney Benoun. (RESOLUTIONS-2)

Background/Discussion: In May of 2015 the architectural firm of Group 4 Architecture Research and Planning, Inc. was retained to develop a feasibility study of the needs, site locations, potential building massing, and funding options for a new civic center. As a result of research, evaluation, public input, and City Council participation, the current civic center site was selected as the site for the proposed new civic center.

This new center will consist of three new buildings that will house the Police Department, the City Administration, and Library. The buildings will be located on the existing civic center site. Staff projects that the design for the new buildings will be completed this fall with the selection of the design-build team in the winter and commencement of the construction in the summer of 2018. Staff anticipates that it will take approximately two years to construct the facilities and that the project will cost around \$64 million in total.

The City of Newark recently passed a ballot measure that raises the sales tax by one-half cent. The proceeds from the tax can be used to fund the construction of a new civic center. In fact, on September 8, 2016, the City Council adopted a Resolution of Intent establishing a policy that revenue derived from the tax would be used to fund this project.

Selection of Architectural Firm

The City is now ready to select an architectural firm to refine the program identified in the feasibility study, design the three buildings and associated site improvement, and develop bridging documents to be used in obtaining proposals from design/building contractors for the construction of the civic center.

By way of background, over 40 requests for qualifications were given to architectural firms with the ability and history to design significant civic centers. Ten firms responded by submitting statements of qualifications along with indicating their desire to be considered. Staff analyzed these ten submittals and conducted research on each firm. Three of the firms were selected as having the desired qualifications and were interviewed in their San Francisco offices by City staff. Of these three firms, two were selected to submit requests for proposals and were subjected to a comprehensive interview attended by the City project team, which consists of the City Manager, Assistant City Manager, the Public Works Director, and the Chief Building Official/City Architect. Representatives from the Police Department (Commander Michael Carroll) and the Alameda County Library (Ben Gomberg and Albie Udom) also participated.

At the conclusion of these interviews the firm of Heller Manus Architects was selected as the recommended firm because of its staffing capacity, its long history of creating designs that are in harmony with their location, their work history demonstrates that they are sensitive to the needs of the client, they have a diverse assembled team with significant design expertise in their individual fields, project delivery experience, and reasonable cost to best serve the City of Newark. Staff recommends City Council approve this selection of Heller Manus Architects to be the design architect for the Newark Civic Center and that the City Council direct the City Manager to sign the City's standard contractual services agreement with Heller Manus, with any modifications approved by the City Attorney.

The names of the firms and the selection process are outlined below:

Firms responding to the RFQ

- Heller Manus Architects
- Fentress Architects
- Studios Architecture
- KMD Architects
- Group 4, Architecture, Research and Planning
- Anderson Brule Architects
- Richard Meier & Partners Architects
- IBI Group
- Siegel & Strain Architects
- Killefer Flammang Architects

Firms that participated in first round interviews

- Heller Manus Architects
- Fentress Architects
- Studios Architecture

Firms invited to submit responses to the RFP

- Heller Manus Architects
- Fentress Architects

Firm recommended for selection

- Heller Manus Architects

Design-Build Construction Delivery

Staff is considering using the design-build model of construction delivery for this project instead of the traditional design-bid-build model that is generally used for public projects. This model would involve selecting an architectural firm to design the center and provide bridging documents. The design drawings bridging documents prepared by this firm would be used to solicit proposals from a design-build construction firm that would complete the construction drawings and construct the three buildings and associated site work. The design-build contractors requested to provide proposals would be prequalified and only those contractors that meet specific standards would be invited to submit proposals. Those

standards include: a history of building similar projects, the current ability to build the Civic Center in a timely manner, and a lack of construction based litigation. The design-build contractor selection would be awarded to the lowest responsible bidder *or* would be based on the best *value* for the City. This is in contrast with the traditional design-bid-build method, which requires that the design, bidding, and construction of the project proceed sequentially, with award of the construction contract delivered to the lowest responsible bidder and the designer is retained under a separate contract.

While the design-build construction delivery model has been in use in the private sector for a long time, it is relatively new to public contracting. The State legislature first authorized design-build in 2001, but it was limited to special districts and excluded municipalities. In 2014, the legislature extended design-build to municipalities. Because State law only authorizes design-build in public projects over \$1 million this delivery model has not yet been used by the City of Newark.

There are many benefits to using this type of approach, such as greater flexibility in awarding a contract, higher quality work, greater cost certainty, fewer change orders, faster project completion, and fewer construction related claims, among others. Accordingly, staff anticipates employing this type of model. In order for the City to utilize the design-build construction delivery model, State law requires that the City Council adopt a resolution approving this delivery method. A draft resolution is attached for Council's review and consideration.

Cost of Service

Compensation to the recommended architectural firm for the scope of services required for the design-build project delivery model would not exceed \$2,277,644. As described above the scope of services includes refining the program identified in the feasibility study, designing the three buildings and associated site improvements, and developing bridging documents that will be used to obtain proposals from design-build contractors for constructions. The fees are reasonable for the scope of work proposed and are commensurate with a \$64 million project.

Staff recommends that the contract contain both options for construction delivery in case that it is determined during the design process that a conventional design-bid-build project delivery model would be more beneficial for the City. In the event that occurs, staff will return to City Council for further discussion and approval.

Attachments

Action – It is recommended that the City Council, by resolution, authorize and direct the City Manager to negotiate and enter into a contractual services agreement with Heller Manus Architects to provide professional architectural services for the Newark Civic Center, Project 1188, and to adopt a resolution approving use of the Design-Build project delivery method authorized by California Public Contract Code Section 22160 et seq. for the Newark Civic Center Project.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH HELLER MANUS ARCHITECTS TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE NEWARK CIVIC CENTER, PROJECT 1188

WHEREAS, the City of Newark (“City”) issued a Request for Qualifications (“RFQ”) and a Request for Proposals (“RFP”) to provide Professional Architectural Services for the Newark Civic Center, Project 1188; and

WHEREAS, the City issued the RFP to over 40 architectural firms with the ability and history to design significant civic centers; and

WHEREAS, ten firms responded to the RFQ by submitting statements of qualifications along with indicating their desire to be considered; and

WHEREAS, City staff analyzed the statements that were received and conducted research on each firm; and

WHEREAS, three firms were selected as having the desired qualifications and were interviewed in their San Francisco offices by City staff;

WHEREAS, of these three firms, two were selected to submit proposals in response to the RFP; and

WHEREAS, a panel consisting of the City Manager, Assistant City Manager, Public Works Director, Chief Building Official, police representatives and library representatives conducted extensive and comprehensive interviews of both teams; and

WHEREAS, the panel concluded that the firm of Heller Manus Architects is most highly qualified to perform the desired services and best serves the City of Newark because of its staffing capacity, its long history of creating designs that are in harmony with their location, their work performance demonstrates that they are sensitive to the needs of the client, they have a diverse assembled team with significant design expertise in their individual fields, they have favorable design and project delivery experience, and they offer a reasonable cost.

NOW, THEREFORE, BE IT RESOLVED that all of the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize and direct the City Manager to negotiate and enter into a Contractual Services Agreement, in a form

acceptable to the City Attorney, with Heller Manus Architects to provide Professional Architectural Services for the Newark Civic Center, Project 1188 in an amount not to exceed \$2,277,644 for the design-build model.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING USE OF THE DESIGN-BUILD
PROJECT DELIVERY METHOD AUTHORIZED BY
CALIFORNIA PUBLIC CONTRACT CODE SECTION 22160
ET SEQ. FOR THE NEWARK CIVIC CENTER PROJECT

WHEREAS, California Public Contract Code Section 22160, et. seq., provides that the City of Newark (“City”), with approval of the City Council, may utilize an alternative project delivery method for designing and building construction projects in the City in excess of one million dollars (\$1,000,000) and may award the project using either the lowest responsible bidder or by best value; and

WHEREAS, in accordance with the Legislature’s intent set forth in Section 22160, the City is considering utilizing the design-build project delivery method for construction of the Newark Civic Center (“Project”); and

WHEREAS, the City understands the roles and responsibilities of each participant in the design-build process set forth in Section 22160, et seq.; and

WHEREAS, if the City desires to employ this model of construction delivery, then the City will adhere to the statutory process contained in Section 22160 to construct the Project through (1) preparing a set of documents setting forth the scope of the project; (2) preparing a request for proposals that invites interested parties to submit competitive sealed proposals in the manner prescribed by the City; (3) establishing a procedure to pre-qualify design-build entities using a standard questionnaire in consultation with the construction industry; and (4) establishing a procedure for final selection of the design-build entity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve the use of the design-build project delivery method authorized by California Public Contract Code Section 22160 et seq. for the construction of the Newark Civic Center Project; and

BE IT FURTHER RESOLVED that the City Manager (and his/her designees) and City Attorney (“City Officers”) are authorized to commence with the preparation of all documents setting forth the scope of the project and the request for proposals for interested bidders; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes City Officers, to do any and all things and to execute and deliver any and all contracts and documents that they may deem necessary or advisable, and allocate and expend funds necessary and proper to comply with the intent of this Resolution. All actions heretofore taken by City Officers and designees that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects.

I.1 Consideration of City Council's summer meeting recess during the month of August 2017 – 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

Action - It is recommended that the City Council, by motion, approve a City Council summer meeting recess during the month of August 2017 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 2017

WHEREAS, the City Council of the City of Newark will be in recess during the month of August 2017; and

WHEREAS, during said City Council recess, certain administrative matters must be acted upon;

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 these administrative matters during the City Council's meeting recess August 2017, which should not be deferred until the next regularly scheduled meeting of the City Council on September 14, 2017, administrative matters such as:

- 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.

I.2 Appointments to the Senior Citizen Standing Advisory Committee – from Mayor Nagy. (RESOLUTION)

Background/Discussion – In March, the City Council declared two vacancies on the Senior Citizen Standing Advisory Committee due to the resignation of Tamara Tucker and Gloria Wilson who did not seek reappointment for her expiring term.

Two applications have been received for the vacancies. It is recommended that the City Council confirm the two year appointments of Miranda Miller and Eileen McDonald to the Senior Citizen Standing Advisory Committee.

Attachment

Action - It is recommended that the City Council, by resolution, approve the appointments of Miranda Miller and Eileen McDonald to the Senior Citizen Standing Advisory Committee.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE APPOINTMENTS OF MIRANDA
MILLER AND EILEEN MCDONALD TO THE SENIOR
CITIZEN STANDING ADVISORY COMMITTEE

WHEREAS, vacancies currently exist on the Senior Citizen Standing Advisory Committee; and

WHEREAS, the Mayor of the City of Newark has appointed Miranda Miller and Eileen McDonald to the Senior Citizen Standing Advisory Committee for terms expiring April 14, 2019;

NOW, THEREFORE, BE IT RESOLVED that said appointments are hereby approved by the City Council of the City of Newark.



City of Newark

MEMO

DATE: April 18, 2017
TO: City Council
FROM: Sheila Harrington, City Clerk *S.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of April 27, 2017.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
April 06, 2017	Page 1-2	110742 to 110802	Inclusive
April 14, 2017	Page 1-2	110803 to 110875	Inclusive



City of Newark

MEMO

DATE: April 18, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SPW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of April 27, 2017.

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

1

Final Disbursement List. Check Date 04/06/17, Due Date 04/17/17, Discount Date 04/17/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
110742	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	04/06/17	1,694.08	PAYROLL - SHORT TERM DISABILITY PREMIUM
110743	11137	AL CO TRAINING & EDUCATION CENTER	04/06/17	175.00	TRAINING
110744	8414	ANDRE'S MECHANICAL & GENERAL ENGINEERING	04/06/17	660.00	SUMP PUMP REPAIR
110745	11362	ANNETTE PAREDES	04/06/17	21.53	EXPENSE REIMBURSEMENT
110746	147	AT&T MOBILITY	04/06/17	948.01	CELL SVC FOR MDT'S 02/14-03/13/17
110747	180	BRUCE BARTON PUMP SERVICE INC	04/06/17	410.43	IRRIGATION PUMP & WELL SERVICE
110748	4534	BAY AREA BARRICADE SERVICE INC	04/06/17	3,097.23	REGULATORY & STREET NAME SIGNS
110749	9680	BAY CENTRAL PRINTING	04/06/17	127.56	BUSINESS CARD IMPRINTING
110750	7275	PETER BEIREIS	04/06/17	174.66	EXPENSE REIMBURSEMENT
110751	23	FRANK BONETTI PLUMBING INC	04/06/17	6,300.00	ELEVATOR SUMP REPAIR WORK
110752	3665	BRUCE'S TIRE	04/06/17	679.44	TIRES FOR FLEET
110753	10261	CARBONIC SERVICE	04/06/17	155.10	CO2 PURCHASES
110754	1521	MICHAEL CARROLL	04/06/17	114.93	EXPENSE REIMBURSEMENT
110755	10845	CONTINUING EDUCATION OF THE BAR (CEB) OR	04/06/17	241.96	LEGAL LIBRARY RESOURCES
110756	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	04/06/17	656.25	LATENT PRINTS
110757	10060	COMCAST	04/06/17	89.95	CABLE AT THE SERVICE CENTER
110758	1558	CALIFORNIA RESERVE PEACE OFFICERS ASSOCI	04/06/17	384.00	RESERVE ASSOC DUES
110759	10649	CLASSIC 36120 RUSCHIN, L.P.	04/06/17	6,000.00	PERFORMANCE BOND RTN EP# ENCP2015-0053
110760	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	04/06/17	381.25	LEGAL ADS
110761	41	DALE HARDWARE	04/06/17	323.98	MISC PARTS FLEET
110762	63	THE GOODYEAR TIRE & RUBBER CO	04/06/17	5,413.58	TIRES
110763	7631	DELTA DENTAL	04/06/17	7,099.31	PAYROLL - DENTAL PREMIUM APR'17
110764	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	04/06/17	495.55	PAYROLL - DENTAL PREMIUM APR'17
110765	310	EQUIFAX INFORMATION SVCS LLC	04/06/17	51.68	CREDIT BUREAU REPORTS
110766	11431	EXTENDED STAY AMERICA	04/06/17	2,494.20	PATROL POST TRAINING
110767	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	04/06/17	693.59	VISION PREMIUM
110768	10852	FEHR & PEERS	04/06/17	948.08	CONSULTANT SERVICES FOR CIP #953:NEWARK
110769	1733	FIRST BAPTIST CHURCH	04/06/17	80.00	PAYROLL DEDUCTION - DONATION MAR'17
110770	1120	FORENSIC ANALYTICAL SCIENCES, INC	04/06/17	54.00	LAB TESTS
110771	5106	CITY OF FREMONT REVENUE DIVISION	04/06/17	729.19	SHARED TRAFFIC SIGNAL COSTS
110772	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	04/06/17	3,594.07	VEHICLE MAINTENANCE
110773	3638	MARK GOTHARD	04/06/17	4,439.50	RECREATION CONTRACT
110774	7563	HILLYARD / SAN FRANCISCO	04/06/17	447.13	CLEANING PRODUCTS
110775	1591	PHILIP H HOLLAND	04/06/17	200.00	RESERVE UNIF ALLOWANCE
110776	7593	BRUCE HOWCROFT	04/06/17	200.00	RESERVE UNIF ALLOWANCE
110777	187	INDUSTRIAL SAFETY SUPPLY	04/06/17	495.83	SAFETY SUPPLIES
110778	7841	INTERNATIONAL CODE COUNCIL, INC.	04/06/17	1,157.79	2016 CA CODE BOOKS
110779	10889	BRITAIN JACKMAN	04/06/17	306.08	EXPENSE REIMBURSEMENT
110780	11468	DEJUAN JOHNSON	04/06/17	585.77	EXPENSE REIMBURSEMENT
110781	11467	SOFIA MANGALAM	04/06/17	405.74	EXPENSE REIMBURSEMENT
110782	6	KAREN MORAJDA	04/06/17	151.08	EXPENSE REIMBURSEMENT
110783	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	04/06/17	1,361.65	AUTO PARTS
110784	10961	BRETT OEVERNDIEK	04/06/17	47.43	EXPENSE REIMBURSEMENT
110785	349	PACIFIC GAS & ELECTRIC	04/06/17	52.69	STREETLIGHTS AND TRAFFIC SIGNALS
110786	11479	DAWN PAIGE	04/06/17	107.17	EXPENSE REIMBURSEMENT
110787	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	04/06/17	185.00	PEST CONTROL
110788	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	04/06/17	370.88	SPECIFICATIONS PRINTING FOR PARK PATHWAY
110789	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	04/06/17	3,189.50	CRUISER CHANGE OVER AND RADIO REPAIRS
110790	8813	PROFORCE LAW ENFORCEMENT	04/06/17	3,521.58	TASER SUPPLIES
110791	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	04/06/17	28,925.05	LITIGATION & CONSULTING SRVC
110792	11375	RESIDENCE INN SAN JOSE SOUTH	04/06/17	7,136.80	ACADEMY TRAINEE HOTEL

Final Disbursement List. Check Date 04/06/17, Due Date 04/17/17, Discount Date 04/17/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
110793	11403	ROYSTON HANAMOTO ALLEY & ABEY DBA RHAA	04/06/17	9,620.00	NEWARK PARKS MASTER PLAN - 02/17
110794	2752	SSDTTF	04/06/17	139.00	PATROL POST TRAINING
110795	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	04/06/17	2,211.00	ELECTRICAL REPAIR/SERVICE
110796	40	STAPLES ADVANTAGE DEPT LA	04/06/17	1,932.41	OFFICE SUPPLIES
110797	5463	MARY TEIXEIRA	04/06/17	10.70	EXPENSE REIMBURSEMENT
110798	7517	U S FOODS INC SAN FRANCISCO	04/06/17	784.53	CAFE PURCHASES
110799	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	04/06/17	261.24	PAYROLL PREMIUM - E0246926
110800	5623	VERIZON WIRELESS	04/06/17	5,395.05	CELLULAR SERVICE & EQUIPMENT
110801	143	WILCO SUPPLY P O BOX 3047	04/06/17	844.07	LOCKS FOR FIRE STATION
110802	11466	YORK	04/06/17	2,955.08	WORKER'S COMPENSATION CLAIMS ADMINISTRAT
		Total		121,728.36	

1

Final Disbursement List. Check Date 04/14/17, Due Date 04/24/17, Discount Date 04/24/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
110803	10658	4LEAF INC	04/14/17	10,877.50	BLDG INSPECTION SERVICES
110804	9723	A-1 SEPTIC TANK SERVICE INC	04/14/17	275.00	GREASE TRAP SENIOR CTR
110805	10862	ADVANTAGE FITNESS PRODUCTS	04/14/17	6,849.10	STAIR MASTER 8 SERIES
110806	413	AIR EXCHANGE INC	04/14/17	1,169.98	REPAIR AT FIRE STATION
110807	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	04/14/17	840.95	ENGINE REPAIRS/SERVICE
110808	5821	ALL CITY MANAGEMENT SERVICES, INC	04/14/17	3,231.90	CROSSING GUARD SVCS 03/12-03/25/17
110809	9144	MICHAEL ALLUM	04/14/17	794.86	REDFLEX UPDATE 04/18-04/19/17
110810	11481	AMERICAN CANINE INSTITUTE	04/14/17	853.20	RECREATION CONTRACT
110811	11294	AMERICAN TECHNOLOGIES, INC CORPORATE OFF	04/14/17	7,991.50	ENVIRONMENTAL CLEANING COMM CTR
110812	348	AT&T	04/14/17	176.86	MONTHLY TELECOM
110813	4534	BAY AREA BARRICADE SERVICE INC	04/14/17	3,359.51	REGULATORY & STREET NAME SIGNS
110814	9680	BAY CENTRAL PRINTING	04/14/17	1,600.92	PUBLISH CITY NEWSLETTER
110815	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	04/14/17	982.00	SPORTS OFFICIATING
110816	23	FRANK BONETTI PLUMBING INC	04/14/17	898.72	PLUMBING SERVICE
110817	11458	BRAVO, GINA	04/14/17	283.50	RECREATION CONTRACT
110818	3665	BRUCE'S TIRE	04/14/17	294.37	TIRES FOR FLEET
110819	9888	BUREAU VERITAS NORTH AMERICA INC.	04/14/17	19,620.40	PLAN REVIEW SERVICES
110820	214	CENTRAL VETERINARY HOSPITAL	04/14/17	825.21	VET SVCS
110821	3751	BRYAN COBB	04/14/17	125.22	EXPENSE REIMBURSEMENT
110822	10970	COCA COLA REFRESHMENTS UNION CITY SALES	04/14/17	2,510.94	DRINKS FOR CAFE
110823	1109	CAPITAL ONE COMMERCIAL	04/14/17	645.24	SUPPLIES
110824	11076	CRIME SCENE CLEANERS INC	04/14/17	70.00	VEHICLE CLEANING & DISINFECT
110825	242	CROP PRODUCTION SERVICES	04/14/17	1,114.35	PESTICIDES/CHEMICALS
110826	10649	ROSIE CARVAJAL GET DOWN AT THE PARK	04/14/17	500.00	DANCE PERMIT DEPOSIT REFUND
110827	10793	PATRICK WEST	04/14/17	100.00	RENTAL DEPOSIT REFUND
110828	10793	LETICIA SILVA	04/14/17	100.00	RENTAL DEPOSIT REFUND
110829	10793	JESSICA BARTOK	04/14/17	100.00	RENTAL DEPOSIT REFUND
110830	10793	MARCIA KYONO	04/14/17	215.00	TRIP REFUND
110831	11394	ELAINE D'SA	04/14/17	100.00	SENIOR ENTERTAINMENT 4/21/17
110832	7183	DEMARAY'S GYMNASTICS ACADEMY	04/14/17	825.50	RECREATION CONTRACT
110833	11015	EAST BAY LAWN MOWER	04/14/17	902.76	SMALL ENGINES AND TOOLS
110834	10725	ANGELA MONTEZ	04/14/17	1,766.17	EE COMPUTER LOAN PROGRAM
110835	11371	EVAN HARRAR	04/14/17	1,200.00	VIDEOTAPE-STATE OF CITY ADDRESS
110836	4731	EWING IRRIGATION PRODUCTS INC	04/14/17	361.04	MISC TOOLS AND PARTS
110837	10642	FASTENAL COMPANY	04/14/17	78.01	HARDWARE & FASTENERS
110838	522	FEDEX	04/14/17	251.67	FEDEX SHIPPING CHARGES
110839	11112	FREMONT CHRYSLER DODGE JEEP RAM	04/14/17	50.51	MISC PARTS FOR FLEET
110840	10144	SHEILA HARRINGTON	04/14/17	44.90	EXPENSE REIMBURSEMENT
110841	11438	FRANK HERBERT	04/14/17	1,020.00	EXPENSE REIMBURSEMENT
110842	10663	HOSE & FITTING ETC	04/14/17	99.78	HYDRAULIC HOSES, PARTS & REPAIRS
110843	3642	IMAGE SALES INC	04/14/17	138.00	ID CARD VINYL STRAP CLIPS AND PRINTER CO
110844	524	JOHNSON ROBERTS & ASSOCIATES	04/14/17	75.00	BACKGROUND INVESTIGATIONS
110845	6786	STACEY KENISON	04/14/17	162.30	EXPENSE REIMBURSEMENT
110846	10486	SHAKATI KHALSA	04/14/17	170.50	RECREATION CONTRACT
110847	9904	CYNTHIA M KIRBY	04/14/17	4,200.00	POLYGRAPH TEST FEES
110848	10943	KRONOS INC	04/14/17	4,793.35	TELESTAFF ACCESS
110849	11393	KRYSTEN LEE	04/14/17	135.83	EXPENSE REIMBURSEMENT
110850	11246	LOOMIS ARMORED	04/14/17	291.49	ARMORED CAR SERVICE
110851	11482	MARCI MARINO	04/14/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PR04
110852	11344	MEDCOM	04/14/17	1,212.50	2016 ANNUAL ACA EMPLOYER REPORTING
110853	11272	NICHOLAS CUEVAS	04/14/17	239.50	EXPENSE REIMBURSEMENT

Final Disbursement List. Check Date 04/14/17, Due Date 04/24/17, Discount Date 04/24/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
110854	10961	BRETT OEVERNDIEK	04/14/17	31.87	EXPENSE REIMBURSEMENT
110855	2027	PACHECO BROTHERS GARDENING, INC.	04/14/17	3,922.00	LANDSCAPE REPAIRS
110856	349	PACIFIC GAS & ELECTRIC	04/14/17	49.10	STREETLIGHTS AND TRAFFIC SIGNALS
110857	11062	PCD	04/14/17	5,804.00	LEIGHTRONIX MAINTENANCE & STREAMING SUBS
110858	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	04/14/17	277.00	PEST CONTROL
110859	11412	PROSHRED SFBA	04/14/17	160.00	SHREDDING SVCS - 04/17
110860	4176	MICHAEL QUEBEC	04/14/17	994.50	RECREATION CONTRACT
110861	11234	RAY MORGAN COMPANY	04/14/17	2,909.52	COPIER LEASE AGREEMENT
110862	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	04/14/17	35,447.35	LITIGATION & CONSULTING SRVC
110863	11277	SHRED-IT USA	04/14/17	227.98	SHREDDING SVC
110864	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	04/14/17	440.00	PAYROLL DEDUCTION - GARNISHMENT
110865	11396	SWA SERVICES GROUP INC	04/14/17	26,817.06	JANITORIAL SERVICES
110866	146	THYSSENKRUPP ELEVATOR CORPORATION	04/14/17	3,675.65	ELEVATOR SERVICE
110867	135	TURF & INDUSTRIAL EQUIPMENT CO	04/14/17	207.04	EQUIPMENT PARTS
110868	6797	US BANK CORPORATE PAYMENT	04/14/17	14,495.27	US BANK CC PAYMENT 03/22/17
110869	7517	U S FOODS INC SAN FRANCISCO	04/14/17	314.10	CAFE PURCHASES
110870	5623	VERIZON WIRELESS	04/14/17	93.62	GPS TRACKERS
110871	11437	JOYCE WANG	04/14/17	1,020.00	EXPENSE REIMBURSEMENT
110872	5050	WEST COAST ARBORISTS INC	04/14/17	9,020.00	2017 STREET TREE MAINTENANCE
110873	11466	YORK RISK SERVICES GROUP	04/14/17	17,019.00	WORKER'S COMP PREFUND REQUEST
110874	11466	YORK RISK SERVICES GROUP	04/14/17	79,320.79	WORKER'S COMP PREFUND REQUEST
110875	11466	YORK RISK SERVICES GROUP	04/14/17	31,443.75	WORKERS' COMPENSATION FUND REPLENISHMENT
Total				318,519.64	