



CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, October 26, 2017

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the City Council meetings of October 3 and 12, 2017. (MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Commending Newark Days Committee members. (COMMENDATION)**

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

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

CONSENT

- F.1 Cancellation of the November 23 and December 28, 2017 City Council meetings – from City Clerk Harrington. (MOTION)**

- F.2 Approval of Contractual Services Agreement with Robert Mowat Associates for Professional Design Services for City Dog Parks at Newark Community Park and Birch Grove Park, Project No. 1194 – from Assistant City Engineer Imai. (RESOLUTION)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of October 26, 2017. (MOTION)

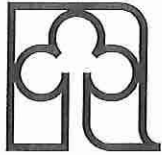
M. CLOSED SESSION

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

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 Council Chambers

AGENDA

Thursday, October 26, 2017

CITY COUNCIL:

Alan L. Nagy, Mayor
Mike Bucci, Vice Mayor
Luis L. Freitas
Socy 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
Michael Carroll
Police Chief
David Zehnder
Recreation and Community
Services Director
David J. Benoun
City Attorney
Sheila Harrington
City Clerk

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

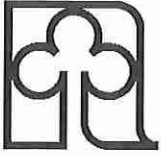
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|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| 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
6:00 p.m.
City Council Chambers

Minutes

Tuesday, October 3, 2017

A. ROLL CALL

Mayor Nagy called the meeting to order at 6:00 p.m. Present were Council Members Hannon, Collazo, Freitas, and Vice Mayor Bucci.

B. Closed session for conference with City Attorney Benoun and City Clerk Harrington regarding public employee discipline/dismissal/release, pursuant to California Government Code Section 54957.

City Attorney Benoun stated that the employee has requested that this matter be considered in open session. Before the meeting began, the employee verbally reconfirmed, in the presence of his legal counsel, the City Attorney, and the City Clerk, the decision to have the matter considered at a public meeting.

City Clerk Harrington stated that this is an appeal of a fact-finder decision that recommends an employee termination. At the conclusion of public comment, the City Council should affirm, reverse, or modify the fact-finder's recommendation.

Julia Fox, attorney for employee's administrative appeal, presented information that she thought was not included or was glossed over in the fact-finder's decision.

Jeffrey Neithercutt requested that the case be reopened with a neutral investigator.

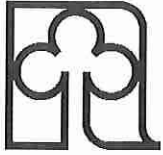
William Winter requested that the termination order be reversed and a new, impartial investigation be conducted.

Council Member Hannon moved, Vice Mayor Bucci seconded to affirm the fact-finder's determination to terminate the employee. The motion passed, 5 AYES.

Vice Mayor Bucci moved, Council Member Hannon seconded to direct staff to prepare a notice of decision and serve it on the employee and legal counsel. The motion passed, 5 AYES.

C. ADJOURNMENT

Mayor Nagy adjourned the meeting at 6:29 p.m.



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

Minutes

Thursday, October 12, 2017

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of September 28, 2017.

MOTION APPROVED

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced newly hired Police Officer Travis Lenz and recently promoted General Maintenance Worker Hernan Flores.

C.2 Proclaiming October 25, 2017 as Unity Day.

Mayor Nagy presented the proclamation to Stacey Kenison.

C.3 Proclaiming October as National Domestic Violence Awareness Month and Presentation from Shelter Against Violent Environments.

Mayor Nagy presented the proclamation to Dr. Yasi Safinya-Davies, Executive Director of SAVE who also made a few comments.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Hannon requested that Item F.4 be pulled for separate consideration.

Council Member Collazo moved, Council Member Freitas seconded, to approve Consent Calendar Items F.1 through F.3 that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions and ordinance. The motion passed, 5 AYES.

CONSENT

- F.1 Second reading and adoption of an Ordinance adding Chapter 5.40 (Special Event Permit) to Title 5 (Business Licenses and Regulations) of the Newark Municipal Code to require a permit for special events held in the City of Newark (Continued from September 28, 2017).
ORDINANCE NO. 501**
- F.2 Amending City of Newark Records Retention Schedule.
RESOLUTION NO. 10710**
- F.3 Approval of the Senate Bill 1 Road Repair and Accountability Act of 2017 Fiscal Year 2017-18 Project List, and amendment of the 2016-2018 Biennial Budget for Fiscal Year 2017-18.
RESOLUTION NO. 10711**

NONCONSENT

- F.4 Approval of an amendment to the Biennial Budget and Capital Improvement Plan 2016 – 2018 to reclassify one part-time Community Preservation Specialist to full-time.
RESOLUTION NO. 10712**

Council Member Hannon stated that he supported this item; however, he would like a code enforcement presentation at a future City Council meeting to gain a better understanding of the process. The City Council concurred with this request. City Manager Becker estimated that the presentation would be ready by early in the new calendar year.

Council Member Hannon moved, Vice Mayor Bucci seconded to approve by resolution: an amendment to the Biennial Budget and Capital Improvement Plan 2016 – 2018 to reclassify one part-time Community Preservation Specialist to full-time. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy stated that recent events were a reminder that everyone should have a response plan for their family in disasters.

Vice Mayor Bucci stated that mutual aid was sent to help with the wildfire response. He wished his father-in-law a speedy recovery. He stated that he was participating in the Real Men Wear Pink Campaign to raise awareness and money for cancer research.

Council Member Collazo stated that people should schedule health checks in October. She noted that Hispanic Heritage month runs from September 15 to October 15. She stated that Dia de los Muertos would be held on October 22 at Magnolia Plaza.

Council Member Hannon thanked the public safety responders who are assisting throughout the state. He stated that people need to check in on neighbors periodically.

Council Member Freitas commended the Public Works Department for the various projects completed at the Silliman Center in the last year.

Alameda County Fire Department Division Chief Moore and Newark Police Chief Carroll gave an update on the mutual aid response to the wildfires in California.

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 October 12, 2017. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 112411 to 112524.

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

M. CLOSED SESSION

**M.1 Closed Session - Liability Claims
Government Code Section 54956.95
Claimants: Lagina Lillard-Marks, Minor 1, Minor 2, Minor 3, Robinetta
Varner, Tina Howard, and Lisa Standley
Agency claimed against: City of Newark**

At 8:03 p.m. the City Council recessed to a closed session.

At 8:08 p.m. the City Council convened in closed session.

At 8:40 p.m. the City Council reconvened in open session with all Council Members present.

City Attorney Benoun announced that the City Council authorized and directed city staff to tender payment to all 7 claimants a total of \$45,000 in exchange for all claimants signing a release that would forever waive any and all claims against the City in connection with a tree failure at Birch Grove Park on July 14, 2016, at or around 6:15 p.m.

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:40 p.m.

C.1 Commending Newark Days Committee members.

(COMMENDATION)

Background/Discussion – Newark Days was held September 14-17, 2017, and celebrated the City’s 62nd birthday. Members of the Newark Days Committee (Committee) volunteer their time and effort to ensure a successful event. Members of the Committee will accept a commendation at the City Council meeting.

**F.1 Cancellation of the November 23 and December 28, 2017 City Council meetings –
from City Clerk Harrington. (MOTION)**

Background/Discussion – Newark Municipal Code Section 2.08.010 provides that when a regular meeting of the City Council falls on a day designated by law as a legal or national holiday, there shall be no meeting. The November 23, 2017 regular meeting falls on the Thanksgiving holiday. The December 28, 2017 meeting occurs during the holiday furlough. Formally canceling these meetings will allow the City Clerk to notify the public in a timely manner.

Action - It is recommended that the City Council, by motion, cancel the November 23 and December 28, 2017, City Council meetings.

F.2 Approval of Contractual Services Agreement with Robert Mowat Associates for Professional Design Services for City Dog Parks at Newark Community Park and Birch Grove Park, Project No. 1194 – from Assistant City Engineer Imai.

(RESOLUTION)

Background/Discussion – On June 22, 2017 the City Council approved the City’s first Citywide Parks Master Plan. The Parks Master Plan identifies four priority projects, two of which are the construction of new dog parks at Newark Community Park and Birch Grove Park.

The schematic design of Newark Community Park included in the Citywide Parks Master Plan identifies a nearly one acre (38,700 sf) dog park along the park’s northern edge near the intersection of Cedar Boulevard and Chapman Drive. In the Parks Master Plan’s schematic design of Birch Grove Park, a 1.3 acre (56,559 sf) dog park is situated in the western corner of the site. Both dog parks will provide separated fence-enclosed areas with double-gated entrances and exits for small and large dogs, shaded seating and water for both canines and people. Surfacing of the dog parks will be determined during development of the respective preliminary designs, but is anticipated to be comprised of decomposed granite and/or turf.

Selection of Design Consultant

In accordance with the City’s Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Proposals (RFP) for professional design services for the two City dog parks. The RFP specified that selection would be made based on quality and completeness of submissions as well as a firm’s experience with projects of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules.

Staff received a total of ten proposals and evaluated and ranked them based on completeness and responsiveness to the RFP. Based on the initial review of the proposals received, staff invited three firms to be interviewed by the City’s project team, consisting of the Recreation & Community Services Director, Public Works Director, Assistant City Engineer, Maintenance Superintendent and Maintenance Supervisor. The three firms invited to the interviews were:

- Firma Design Group
- Gates + Associates
- Robert Mowat Associates

At the conclusion of the interviews, staff selected Robert Mowat Associates as the recommended consultant based on their experience with projects of similar scope, demonstrated ability to develop and deliver park designs in line with the project budget and satisfaction of previous public municipality clients.

Anticipated Schedule

Development of preliminary designs for both the Newark Community Dog Park and Birch Grove Dog Park is anticipated to begin shortly after an agreement is executed with the selected consultant. Design alternatives will be presented to the community for review and input through separate public workshops focused on each of the two individual dog parks. Staff anticipates presenting preferred design concepts for both dog parks to City Council for review and approval during the first quarter of 2018.

Staff plans to bid, administer and construct both the Birch Grove and Newark Community dog parks together under a single construction contract, with construction projected to begin in Summer 2018. Construction of the dog parks is anticipated to be funded through a combination of City Park Impact Fees and Measure WW funds. Measure WW was approved by voters in Alameda and Contra Costa counties in 2008 and makes funds available to cities for high priority community park projects.

Contractual Services Agreement

Staff is recommending the approval of a Contractual Services Agreement with Robert Mowat Associates for the design of the Newark Community Dog Park and Birch Grove Dog Park for a not-to-exceed amount of \$77,500. On July 27, City Council amended the 2016-2018 Biennial Budget and Capital Improvement Plan to include \$99,000 for the design of the Newark Community and Birch Grove Dog Parks, Project No. 1194.

Attachments

Action – It is recommended that the City Council, by resolution approve the Contractual Services Agreement with Robert Mowat Associates for Professional Design Services for City Dog Parks at Newark Community Park and Birch Grove Park, Project No. 1194.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONTRACTUAL SERVICES AGREEMENT WITH ROBERT MOWAT ASSOCIATES FOR PROFESSIONAL DESIGN SERVICES FOR CITY DOG PARKS AT NEWARK COMMUNITY PARK AND BIRCH GROVE PARK, PROJECT NO. 1194

WHEREAS, on June 22, 2017, the City Council approved the City's first Citywide Parks Master Plan with Resolution No. 10,670; and

WHEREAS, the Public Works Department issued a Request for Proposals for professional design services for City dog parks at Newark Community Park and Birch Grove Park, Project No. 1194; and

WHEREAS, a total of ten proposals were received and evaluated by staff based on the quality and completeness of submissions, experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules; and

WHEREAS, based on staff's evaluation, three firms were invited to be interviewed by the City's project team; and

WHEREAS, at the conclusion of the interviews, Robert Mowat Associates was determined to be the most qualified firm to provide the requested services;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve the Contractual Services Agreement with Robert Mowat Associates in an amount not to exceed \$77,500 for professional design services for City dog parks at Newark Community Park and Birch Grove Park, City Project No. 1194.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Mayor of the City of Newark to sign the Contractual Services Agreement, attached hereto.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 26th day of October, 2017 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **ROBERT MOWAT ASSOCIATES**, a California Corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform professional design services for City dog parks.

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal"), now on file with the City Engineer and incorporated herein by reference; and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", 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 the Proposal, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Seventy-Seven Thousand Five Hundred and No/100 Dollars (\$77,500.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of 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
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

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

C. **Payment.** Upon receipt of billing, 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. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

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.

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 the Proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the Proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

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 and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are

to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. 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 Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
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.

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, 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-completed operations, 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.

D. Deductibles and Self-Insured Retentions.

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

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 City.

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 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 Insurance. For any claims related to these 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.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

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. Qualifications. 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.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements 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, agents, 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 Risk Manager of City 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) defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers to the extent of 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 subcontractors. 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 review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification. 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.

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 any insurance policy or proceeds available to the named insured; whichever is greater.

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 the Public Works Director 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:

ROBERT MOWAT ASSOCIATES

CITY OF NEWARK

ROBERT MOWAT

PUBLIC WORKS DIRECTOR

Principal

Administrator

Address: Robert Mowat Associates
1501 N. Broadway #400
Walnut Creek, CA 94596

City of Newark
Attn: Public Works Director
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

ROBERT MOWAT ASSOCIATES
a California corporation

By _____
City of Newark

By Robert Mowat

Date _____

Date 10.16.17

ROBERT MOWAT
Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES
AND SCHEDULE

Consultant services shall include, but not be limited to the following tasks:

PROJECT MANAGEMENT

- Designate a Project Manager responsible for overall performance and services provided
- Provide detailed project schedule with regular updates or when significant changes to the project scope of schedule occur
- Provide monthly progress reports detailing the progress of design, budget, key outstanding issues to resolve, and other relevant information

MEETINGS

- Kickoff meeting with key City staff including site visit to each project site
- 1 to 2 meetings with City staff during development of Concept Plans
- Design review meetings at 50%, 90% and 100% PS&E design submittals
- Presentation to City Council

CONCEPT PLANS & PUBLIC WORKSHOPS

- Agree with City staff on program elements to be included at each dog park. Selected elements may be modified/changed by the City during development of concept plans
- Prepare multiple preliminary layouts to scale for use in communicating schematic design alternatives to City staff and the community
- Attend and facilitate one (1) public workshop for each of the two dog parks. Separate public workshops will be held for the Birch Gove and Newark Community Park dog parks. Prepare exhibits, present schematic design alternatives, respond to technical questions from the participants and collect input/feedback
- Prepare draft concept plan for each dog park for review by City staff based on input received from community and staff
- Prepare final concept plans, estimate of probable costs and other relevant documents necessary to clearly illustrate the layout, scale and material of all project components including shade structures, site furnishings, planting design and details of key features. Final concept plans shall be professionally rendered for presentation to City Council and provided in the following formats:
 - Large scale mounted boards suitable for public meeting
 - Small scale color reproduced in 8.5"x11" format
 - Electronic PDF file format

CONSTRUCTION DOCUMENTS

- Prepare detailed construction plans, specifications and cost estimates (PS&E) for review and approval by the City based on Council approved concept plans and authorized budget
- Construction plans shall include a fully coordinated set of drawings from all disciplines including, but not limited to, Architectural, Civil Engineering, Structural and Landscape. All

drawings shall be of sufficient detail and clarity to minimize questions and change orders during construction and meet a level of detail satisfactory to the City of Newark. The project will be publicly bid for construction. All drawings shall be prepared in AutoCAD using the City's standard title block and format.

- City will provide existing utility, storm drain and detailed topographic survey information for both Birch Grove Park and Newark Community Park sites to selected firm(s) for use in the development of project plans
- Coordinate with City staff regarding any necessary geotechnical information required to develop project plans. City will facilitate the execution of necessary geotechnical investigation(s) and provide the requested information to the selected firm(s) in a report format
- Identify any additional items/information that will be needed from City staff
- Project technical specifications shall be prepared using the standard CSI format (Divisions 02 and higher). The City will provide Divisions 00 and 01 of the project specifications to the selected firm(s).
- Detailed cost estimates shall be prepared using a Unit Price format (not lump sum) and shall reflect all anticipated items of work, labor and materials delineated on the project plans and specifications. Final unit price bid form shall be prepared for incorporation into City prepared Bid Proposal
- Prepare and submit PS&E review sets to City at 50%, 95% and 100% completion. A total of four (4) complete hard copies (24"x36" for plans, 8.5"x11" for specs) and one electronic copy of the complete PS&E package will be required for review by Engineering, Maintenance, Recreation & Community Services and Public Safety at each stage of completion. In addition, a reduced ("true half-sized") hard copy set of plans (12"x18") shall be provided with each review package.
- Prepare all necessary plan sheets and supporting documents, which may or may not be duplicates of PS&E documents, for submittal to the Building Department for any necessary permits. Typical permit(s) for a project such as this may include, but may not be limited to, structural, ADA compliance and plumbing. Revise and resubmit plans and other items in application package in response to Building Department comments as necessary. Plan review and approval by the Building Department is in addition to and separate from the City technical review of the PS&E documents.
- Prepare Final PS&E documents. A total of one (1) reproducible hard copy and one electronic copy of the complete PS&E package, stamped, signed and ready for bid advertisement, will be required.

ASSISTANCE DURING BIDDING

- Review all questions received during the bid advertisement period
- Revise PS&E and prepare responses, addenda and supporting documents as necessary
- Participate in the evaluation of bids received

DESIGN SUPORT DURING CONSTRUCTION

- Attendance at the Pre-Construction meeting
- Review all questions and/or formal Requests for Information (RFI) received from the Contractor
- Revise PS&E and prepare responses, clarifications, revisions and supporting documents as necessary
- Provide technical review of material submittals as required

- Perform two (2) site visits/inspections for each dog park. One site visit shall be performed during construction and the second shall be performed prior to final acceptance of the project
- Prepare 'as-built' record drawings. A total of one (1) mylar copy of the plans and one electronic copy of the complete as-built PS&E package, stamped and signed, will be required. Electronic version of the record drawings shall be provided in both .dwg and .pdf formats.

EXHIBIT B
FEE SCHEDULE

City of Newark
Birch Grove and Newark Community Dog Parks

Fee Schedule for Scope of Services
ROBERT MOWAT ASSOCIATES
1-Sep-17


		PM \$180	Project Manager \$120	Landscape Staff \$100	Staff \$80						Total Hours	RMA Labor Cost	Outside Consultants	RMA Reimbursable Total	TOTAL DESIGN
TASK 1	Preliminary Investigation + Tasks														
	Research, Ex Record Drawings, Meetings	4	4	4								\$1,600			\$1,600
	On-Site topo, Site Vists, 2 ea, utilities, trees, etc.	8	8	8								\$3,200			\$3,200
	Prepare Base Maps - 1 Each - 2 Parks	2	8	4								\$1,720			\$1,720
	Subtotal Task 1	14	20	16	0	0	0	0	0	0	0	\$6,520	\$0	\$100	\$6,620
TASK 2	Schematic Designs - 3 Each - 2 Parks	10	10	30								\$6,000			
	Community Meetings - 2 Each	8	8	8								\$3,200			\$6,000
	Parks & Rec Com. Meeting - 1 Each	4	4	4								\$1,600			\$3,200
	Council Meeting - 1 Each	4	4	4								\$1,600			\$3,200
	Master Plan Designs - 1 Each - 2 Parks, C.E. #1	10	10	30								\$6,000			\$3,200
	Subtotal Task 2	18	18	38	0	0	0	0	0	0	0	\$18,400	\$0	\$400	\$18,800
TASK 3	Final Design														
	Construction Documents														
	Construction Dwgs 0-50%	10	60	80								\$17,000			\$17,000
	Preliminary Cost Estimate #2	2	4	4								\$1,240			\$1,240
	50% CD's														
	75% Plans	10	20	20								\$6,200			\$6,200
	Tech Specs	4	8	8								\$2,480			\$2,480
	Cost Estimate #3,#4	2	4	8								\$1,640			\$1,640
	Construction Documents														
	90% PS&E	4	10	10								\$2,920			\$2,920
	100% Final PS&E and Cost Estimate #5	4	10	10								\$2,920			\$2,920
	Subtotal Task 3	36	116	140	0							\$34,400	\$0	\$500	\$34,900
TASK 4	Bidding Support														
	Bidding Support	2	2	4											
	Subtotal Task 4	2	2	4	0							\$1,000	\$0		\$1,000
TASK 5	Construction Support														
	Construction Support + 2 Site Observations	2	8	4								\$1,720			\$1,720
	Subtotal Task 5	2	8	4	0										
TASK 6	Post Construction														
	Prepare Record Drawings	2	2	12								\$1,800			\$1,800
	Subtotal Task 6	2	2	12	0		0	0	0	0					
TASK 7	Civil Engineering											NOT TO EXCEED	\$8,000		\$12,000
TASK 8	Structural Engineering - In House Structural Engineer											NOT TO EXCEED	\$4,000		
	TOTAL HOURS	74	166	214	0	0	0	0	0	0	0				
	TOTAL DESIGN COST					\$0	\$0	\$0	\$0	\$0	\$0	\$64,500	\$12,000	\$1,000	\$77,500

Exclusions
Boundary Survey
City to coordinate rights of entry
City to provide title reports



City of Newark

MEMO

DATE: October 17, 2017
TO: City Council
FROM: Sheila Harrington, City Clerk 
SUBJECT: Approval of Audited Demands for the City Council Meeting of Oct. 26, 2017.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
October 05, 2017	Page 1-2	112525 to 112605	Inclusive
October 13, 2017	Page 1-2	112606 to 112686	Inclusive



City of Newark

MEMO

DATE: October 17, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of Oct. 26, 2017.

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

Final Disbursement List. Check Date 10/13/17, Due Date 10/23/17, Discount Date 10/23/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112606	332	ADAMSON POLICE PRODUCTS	10/13/17	7,956.88	EQUIP REPL APPROVAL #2018-2 POLICE PURCH
112607	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	10/13/17	3,476.00	AWS ACCESS FEES
112608	12	ALLIED AUTO STORES INC	10/13/17	1,631.34	FLEET SUPPLIES
112609	11362	ANNETTE PAREDES	10/13/17	41.26	EXPENSE REIMBURSEMENT
112610	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	10/13/17	1,431.00	SPORTS OFFICIATING
112611	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	10/13/17	9,981.43	TRAFFIC SIGNAL MAINTENANCE
112612	10845	CONTINUING EDUCATION OF THE BAR (CEB) OR	10/13/17	178.32	LEGAL LIBRARY RESOURCES
112613	214	CENTRAL VETERINARY HOSPITAL	10/13/17	585.50	VET SVCS
112614	10060	COMCAST	10/13/17	13.68	CABLE TV
112615	1109	CAPITAL ONE COMMERCIAL	10/13/17	1,159.70	SUPPLIES
112616	1004	CPRS ADMINISTRATORS SECTION ATTN: TIFFAN	10/13/17	50.00	ADM EXEC SUMMIT REGISTRATION
112617	11076	CRIME SCENE CLEANERS INC	10/13/17	420.00	HAZ WASTE CLEAN UP
112618	10793	ERENDIRA MCDUNN	10/13/17	175.00	REFUND FOR TRIP - SCHEDULE CONFLICT
112619	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	10/13/17	43.75	LEGAL ADS
112620	41	DALE HARDWARE	10/13/17	336.21	FLEET SUPPLIES
112621	63	THE GOODYEAR TIRE & RUBBER CO.	10/13/17	1,623.82	FLEET TIRES
112622	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	10/13/17	486.00	FINGERPRINTING FEES
112623	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	10/13/17	59.40	CA STATE CASP FEES
112624	485	EDEN I&R INC	10/13/17	15,000.00	2-1-1 PHONE LINE SERVICE
112625	11343	ENVIRONMENTAL LOGISTICS, INC.	10/13/17	1,610.00	CONTRACT 17043 HAZARDOUS WASTE E-WASTE R
112626	4731	EWING IRRIGATION PRODUCTS INC	10/13/17	3,573.08	PROJECT 1196 BIRCH GROVE PARK TREE MAINT
112627	10642	FASTENAL COMPANY	10/13/17	258.88	MISC PARK SUPPLIES
112628	153	FOLGERGRAPHICS, INC	10/13/17	1,767.80	PUBLISH CITY NEWSLETTER
112629	11400	DAN FRANKE	10/13/17	200.00	RESERVE UNIF ALLOWANCE
112630	5106	CITY OF FREMONT REVENUE DIVISION	10/13/17	10,592.84	SHELTER OPERATING EXPS
112631	11157	JASON GERMANO	10/13/17	200.00	RESERVE UNIF ALLOWANCE
112632	8762	GHA TECHNOLOGIES INC	10/13/17	9,662.38	13 DELL 5050 SFF - PRE-APPROVAL 2018-7
112633	1591	PHILIP H HOLLAND	10/13/17	200.00	RESERVE UNIF ALLOWANCE
112634	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	10/13/17	1,509.95	FLEET SUPPLIES
112635	7593	BRUCE HOWCROFT	10/13/17	200.00	RESERVE UNIF ALLOWANCE
112636	3866	JAM SERVICES INC	10/13/17	1,817.46	TRAFFIC SIGNAL PARTS
112637	11562	JEFF'S MOBILE GLASS INC.	10/13/17	267.68	FIRE TRUCK WINDOW REPAIR
112638	10192	SITEONE LANDSCAPE SUPPLY	10/13/17	2,235.69	PROJECT 1133 PARK IRRIGATION
112639	7964	KNORR SYSTEMS INC	10/13/17	55.79	SILLIMAN POOL REPAIRS
112640	3644	RELX INC. DBA LEXISNEXIS	10/13/17	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
112641	7189	LINCOLN EQUIPMENT INC	10/13/17	144.87	POOL SUPPLIES
112642	11309	MANUEL FERNANDEZ CONSTRUCTION	10/13/17	2,919.50	EMERGENCY CARPET CLEANING
112643	11482	MARCI MARINO	10/13/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PR10
112644	11344	MEDCOM	10/13/17	2,425.00	2017 ACA REPORTING REMAINING BALANCE
112645	3399	MISSION VALLEY FORD	10/13/17	1,012.33	BEARCAT EMERGENCY REPAIR
112646	11378	MNS ENGINEERS INC	10/13/17	50,506.82	ENGINEERING PLAN CHECK AND INSPECTION SE
112647	6	KAREN MORALDA	10/13/17	21.94	EXPENSE REIMBURSEMENT
112648	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	10/13/17	439.63	FLEET SUPPLIES AND MAINT
112649	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	10/13/17	1,269.92	FLEET PARTS
112650	10865	NEW IMAGE LANDSCAPE	10/13/17	1,040.00	IRRIGATION REPAIRS EMERGENCY
112651	10091	NOWDOCS INTERNATIONAL, INC NOWFORMS DIVI	10/13/17	1,028.77	CHECK STOCK/TAX SUPPLIES
112652	5681	OMNI-MEANS LTD	10/13/17	2,304.00	CIP #1184 CITYWIDE SPEED SURVEY AND FY17
112653	349	PACIFIC GAS & ELECTRIC	10/13/17	106.32	STREETLIGHTS AND TRAFFIC SIGNALS
112654	11509	MARC PALACIO	10/13/17	305.77	EXPENSE REIMBURSEMENT
112655	11322	PAPA JOHNS PIZZA	10/13/17	259.21	FOOD FOR THE CAFE
112656	10932	PETERSON HOLDING COMPANY	10/13/17	601.14	PARTS FOR LOADER

Final Disbursement List. Check Date 10/13/17, Due Date 10/23/17, Discount Date 10/23/17. Computer Checks.
 Bank 1001-US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112657	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	10/13/17	738.57	PETTY CASH REPLENISHMENT 07/05-10/03/17
112658	329	PHOENIX GROUP INFORMATION SYSTEMS	10/13/17	182.25	PARKING CITATION PROGRAM
112659	8813	PROFORCE LAW ENFORCEMENT	10/13/17	3,389.40	TASER SUPPLIES
112660	10927	PUBLIC SAFETY TRAINING INSTITUTE	10/13/17	225.00	PATROL NON-POST TRAINING
112661	4346	QUALITY SIGN & BANNER	10/13/17	157.61	SIGNS AND BANNERS
112662	11234	RAY MORGAN COMPANY	10/13/17	2,922.84	COPIER LEASE AGREEMENT
112663	1282	EDDA RIVERA	10/13/17	44.95	EXPENSE REIMBURSEMENT
112664	9547	ROSAS BROTHERS CONSTRUCTION	10/13/17	214,233.08	CONTRACTOR WORK FOR VARIOUS CIP STREETS
112665	2752	NATIONAL CRIME INVESTIGATION AND TRAININ	10/13/17	1,058.00	PATROL POST TRAINING
112666	2752	SSDTF	10/13/17	423.00	PATROL POST TRAINING
112667	9381	SCHINDLER ELEVATOR CORPORATION	10/13/17	1,440.93	ELEVATOR REPAIR
112668	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	10/13/17	4,930.00	FIRE ALARM MONITORING
112669	11533	ST. FRANCIS ELECTRIC. LLC.	10/13/17	7,511.50	STREETLIGHT MAINTENANCE
112670	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	10/13/17	474.89	PAYROLL DEDUCTION - GARNISHMENT
112671	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	10/13/17	88.52	PAYROLL DEDUCTION - GARNISHMENT
112672	11142	SUN RIDGE SYSTEMS INC	10/13/17	58,146.00	CAD MAINT AGREEMENT
112673	11396	SWA SERVICES GROUP INC	10/13/17	27,157.42	JANITORIAL SERVICE
112674	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	10/13/17	5,703.35	VEST EQUIP REPL #2018-12
112675	5463	MARY TEIXEIRA	10/13/17	9.64	EXPENSE REIMBURSEMENT
112676	146	THYSSENKRUPP ELEVATOR CORPORATION	10/13/17	3,675.65	ELEVATOR SERVICE
112677	5246	TURF STAR INC	10/13/17	261.70	FLEET PARTS
112678	6797	US BANK CORPORATE PAYMENT	10/13/17	11,606.38	US BANK CC PAYMENT 09/22/17
112679	9541	UNITED SITE SERVICES	10/13/17	169.84	BATHROOMS FOR BUILDING CLOSURE
112680	5623	VERIZON WIRELESS	10/13/17	93.62	GPS TRACKERS
112681	5623	VERIZON BUSINESS SERVICES	10/13/17	611.69	CELL SVC FOR MDT'S
112682	11417	WHOLESALE DISTRIBUTION ALLIANCE	10/13/17	547.38	RETAIL MERCHANDISE
112683	9102	SUSIE WOODSTOCK	10/13/17	138.80	EXPENSE REIMBURSEMENT
112684	11459	YARY PHOTOGRAPHY	10/13/17	200.00	UB DEPT PHOTO CD'S OF INDIVIDUAL PORTRAI
112685	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	10/13/17	26,971.69	WORKERS' COMPENSATION CLAIMS #NEWAR-0930
112686	3245	ZUMAR INDUSTRIES INC	10/13/17	195.98	SIGNS AND HARDWARE
Total				516,976.74	

Final Disbursement List. Check Date 10/05/17, Due Date 10/16/17, Discount Date 10/16/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112525	10658	4LEAF INC	10/05/17	472.14	PLAN CHECK SERVICES
112526	149	ASSOCIATION OF BAY AREA GOVERNMENTS	10/05/17	11,601.80	DEDUCTIBLE COSTS
112527	10223	LEXISNEXIS RISK SOLUTIONS ACCT# 1415640	10/05/17	428.40	BACKGROUND CHECKS Reinstated from claim#
112528	10027	AD SERVICES	10/05/17	65.00	COURIER SRVCS
112529	332	ADAMSON POLICE PRODUCTS	10/05/17	757.34	MISCELLANEOUS PURCHASES
112530	3835	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	10/05/17	547.61	CIP #1066: ENTERPRISE DR. TESTING SERVIC
112531	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	10/05/17	11,616.00	PATROL POST TRAINING
112532	5821	ALL CITY MANAGEMENT SERVICES, INC	10/05/17	3,515.40	CROSSING GUARD SVCS
112533	11430	ALLTECH PETRO INC.	10/05/17	256.99	FUEL PUMP MAINT AND SERVICE
112534	14	ALPINE AWARDS	10/05/17	929.09	POLOS
112535	10691	APPLIED CONCEPTS INC	10/05/17	148.29	UB RADAR/LIDAR BATTERIES
112536	1085	AT&T	10/05/17	39.97	TELECOM LONG DISTANCE
112537	4534	BAY AREA BARRICADE SERVICE INC	10/05/17	411.57	PROJECT #1135 STREET SIGNS
112538	3046	BEELINE GLASS CO INC	10/05/17	1,790.62	PROJECT 1129 BUILDING UPGRADES
112539	7275	PETER BEIREIS	10/05/17	162.21	EXPENSE REIMBURSEMENT
112540	9888	BUREAU VERITAS NORTH AMERICA INC.	10/05/17	17,173.35	PLAN CHECK SERVICES
112541	923	CALIFORNIA DEPARTMENT OF HEALTH SERVICES	10/05/17	3,127.00	FY17-18 ANNUAL RADIOACTIVE MATERIALS LIC
112542	11568	CALRECYCLE ACCOUNTING OFFICE	10/05/17	6,482.00	PAYMENT PROGRAM UNSPENT FUNDS FY14/15
112543	33	CENTRAL TOWING & TRANSPORT LLC	10/05/17	897.50	TOWING
112544	11498	CINDY CHIEN	10/05/17	37.45	EXPENSE REIMBURSEMENT
112545	3751	BRYAN COBB	10/05/17	25.15	EXPENSE REIMBURSEMENT
112546	10970	COCA COLA REFRESHMENTS UNION CITY SALES	10/05/17	885.21	CAFE SUPPLIES
112547	10060	COMCAST	10/05/17	75.89	CABLE SVCS
112548	11076	CRIME SCENE CLEANERS INC	10/05/17	310.00	HAZ WASTE CLEAN UP
112549	11549	CSG CONSULTANTS, INC.	10/05/17	285.00	ENGINEERING PLAN CHECK AND INSPECTION SE
112550	10649	EPS INC. DBA EXPRESS PLUMBING	10/05/17	1,000.00	PERFORMANCE BOND RTN EP# 2016-0212
112551	10793	TRYESHA WEBSTER	10/05/17	94.53	RENTAL DEPOSIT REFUND
112552	10793	OUR LADY OF GUADALUPE	10/05/17	150.00	RENTAL DEPOSIT REFUND
112553	10793	KIDANGO INC.	10/05/17	300.00	RENTAL DEPOSIT REFUND
112554	10793	CRAIG REEDER	10/05/17	9.40	FACILITY CLOSURE REFUND
112555	10793	HOYT MCCrackEN	10/05/17	8.60	FACILITY CLOSURE REFUND
112556	10793	YVONNE CHENG	10/05/17	9.40	FACILITY CLOSURE REFUND
112557	10793	ANDREA FEYLING-SORIANO	10/05/17	8.60	FACILITY CLOSURE REFUND
112558	10793	TINGYU CHANG	10/05/17	9.40	FACILITY CLOSURE REFUND
112559	10793	VALENTINA LEDESMA	10/05/17	8.60	FACILITY CLOSURE REFUND
112560	10793	ANDREA FEYLING-SORIANO	10/05/17	8.60	FACILITY CLOSURE REFUND
112561	63	THE GOODYEAR TIRE & RUBBER CO	10/05/17	758.14	FLEET TIRES
112562	4731	EWING IRRIGATION PRODUCTS INC	10/05/17	241.45	PROJECT 1133 PARKS IRRIGATION
112563	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	10/05/17	794.06	VISION PREMIUM
112564	10642	FASTENAL COMPANY	10/05/17	209.56	SIGN RIVETS & MISC SUPPLY
112565	522	FEDEX	10/05/17	275.76	JULY-AUGUST FEDEX CHARGES
112566	11112	FREMONT CHRYSLER DODGE JEEP RAM	10/05/17	632.16	FLEET SUPPLIES AND MAINT
112567	10983	G BORTOLOTO & CO INC	10/05/17	110,608.39	PARK PATHWAYS PROJECT (CIP #937,969,1030
112568	8762	GHA TECHNOLOGIES INC	10/05/17	149.01	HP PLOTTER INK CARTRIDGE
112569	10707	GYM DOCTORS	10/05/17	150.00	GYM MAINTENANCE
112570	167	HARRIS COMPUTER SYSTEMS	10/05/17	6,464.56	SELECT ERP MAINTENANACE 11/17
112571	4845	HDL COREN & CONE	10/05/17	645.00	CAFR STATISTICAL PKG Reinstated from cla
112572	11553	HELLER MANUS ARCHITECTS	10/05/17	69,730.46	SCHEMATIC DESIGN FOR NEWARK CIVIC CENTER
112573	9246	DAVID HIGBEE	10/05/17	1,132.28	ICI - MANAGEMENT & SUPERVISION OF DET'S
112574	10663	HOSE & FITTING ETC	10/05/17	206.62	FLEET PARTS
112575	10319	NICK ICASIANO	10/05/17	184.31	EXPENSE REIMBURSEMENT

Final Disbursement List. Check Date 10/05/17, Due Date 10/16/17, Discount Date 10/16/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112576	3866	JAM SERVICES INC	10/05/17	493.88	CIP #1083: TRAFFIC SIGNAL PARTS
112577	10192	SITEONE LANDSCAPE SUPPLY	10/05/17	39.80	IRRIGATION SUPPLIES
112578	524	JOHNSON ROBERTS & ASSOCIATES	10/05/17	78.00	BACKGROUND INV QUESTIONNAIRES
112579	8670	JOELLA KAPU	10/05/17	794.91	EXPENSE REIMBURSEMENT
112580	6786	STACEY KENISON	10/05/17	18.53	EXPENSE REIMBURSEMENT
112581	10486	SHAKATI KHALSA	10/05/17	177.60	RECREATION CONTRACT
112582	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	10/05/17	384.40	EMPLOYEE ASSISTANCE PROGRAM
112583	10920	MOUNTAIN MIKE'S PIZZA	10/05/17	211.06	SPECIAL EVENT FOOD
112584	11455	NATIONAL DATA & SURVEYING SERVICES, INC.	10/05/17	570.00	CIP PROJECT #1160 TRAFFIC CALMING, TRAFF
112585	10865	NEW IMAGE LANDSCAPE	10/05/17	610.00	MISC IRRIGATION REPAIR
112586	349	PACIFIC GAS & ELECTRIC	10/05/17	14.12	CITY ELECTRIC & GAS
112587	11322	PAPA JOHNS PIZZA	10/05/17	316.41	FOOD FOR THE CAFE
112588	11216	PARK INK	10/05/17	499.72	FANS WITH CUSTOM INFO
112589	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	10/05/17	919.00	PEST CONTROL
112590	11346	PHAN'S SMOG STATION	10/05/17	40.00	SMOG SERVICE
112591	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	10/05/17	780.50	LEGAL ADVICE FEES
112592	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	10/05/17	3,152.26	RENT/WATER
112593	112	WILLE ELECTRICAL SUPPLY CO INC	10/05/17	59.59	LIGHT BULBS
112594	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	10/05/17	270.00	SMRN SPAM FILTERING/WEB HOSTING - 09/17
112595	11098	SILVER & WRIGHT LLP	10/05/17	1,323.00	LITIGATION & LEGAL CONSULTING SRVCS
112596	40	STAPLES ADVANTAGE DEPT LA	10/05/17	1,517.20	OFFICE SUPPLIES
112597	11306	SUPERION	10/05/17	533.34	ADDITIONAL TRAKIT MAINTENANCE CHARGES
112598	853	VALLEY OIL COMPANY LOCKBOX# 138719	10/05/17	12,969.48	FUEL
112599	10998	GARY M SHELDON VBS SERVICES	10/05/17	250.00	BLOOD WITHDRAWAL SVC
112600	5623	VERIZON WIRELESS	10/05/17	5,809.43	VERIZON ANNUAL CELL SERVICE
112601	11160	VIEVU	10/05/17	661.86	BODY CAMERA REPAIR
112602	10249	WASHINGTON URGENT CARE	10/05/17	20.00	VACCINATION SERVICES
112603	8714	WESTERN PACIFIC SIGNAL LLC	10/05/17	3,911.15	TRAFFIC SIGNAL PARTS
112604	340	WITMER-TYSON IMPORTS	10/05/17	847.55	K9 TRAINING/SUPPLIES
112605	3245	ZUMAR INDUSTRIES INC	10/05/17	1,702.49	PROJECT 1160 TRAFFIC CALMING
Total				294,805.15	

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

Background/Discussion – City Attorney Benoun has requested that the City Council convene in closed session pursuant to Government Code Section 54957 for a performance evaluation.