



# CITY OF NEWARK CITY COUNCIL

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

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

## AGENDA

Thursday, July 9, 2015

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the regular City Council meeting of Thursday, June 25, 2015. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Commending Tim Watson. (COMMENDATION)
  
  - C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 93<sup>rd</sup> Anniversary. (PROCLAMATION)
  
  - C.3 Proclaiming July "Parks Make Life Better Month" in Newark. (PROCLAMATION)
  
- D. WRITTEN COMMUNICATIONS
  
- E. PUBLIC HEARINGS
  - E.1 Hearing to consider P-15-24, a planned unit development, and U-15-25, a conditional use permit, for a temporary Salvation Army facility to be located at 36601 Newark Boulevard (APN: 92A-900-1-2) and a request for a waiver of the application fees – from Assistant City Manager Grindall. (RESOLUTION)(MOTION)
  
  - E.2 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Maintenance Supervisor Carey. (MOTION)(RESOLUTION)

**F. CITY MANAGER REPORTS**

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

**CONSENT**

- F.1 Authorization for the Mayor to sign an amendment to the Joint Powers Agreement between the City of Newark and the City of Fremont for Paratransit Services for Fiscal Year 2014 – 2015 - from Recreation and Community Services Director Zehnder. (RESOLUTION)**
  
- F.2 Authorization for the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda – from Senior Accountant del Rosario and City Attorney Benoun. (RESOLUTION)**
  
- F.3 Authorization for the Public Works Director to renew the contract with Rosas Brothers Construction for 2015 Curb, Gutter and Sidewalk Replacement, Project 1095 – from Assistant City Engineer Fajeau. (RESOLUTION)**
  
- F.4 Authorization for the Mayor to sign a Lease Agreement with Alameda County for lease of the Newark library facility – from City Manager Becker. (RESOLUTION)**
  
- F.5 Authorization for the Mayor to sign the Consultant Services Agreement with Bartel Associates LLC for Actuarial Services – from Administrative Services Director Woodstock. (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 July 9, 2015. (MOTION)**

**M. CLOSED SESSION**

**N. ADJOURNMENT**

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

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



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

## AGENDA

**Thursday, July 9, 2015**

### CITY COUNCIL:

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

### CITY STAFF:

John Becker  
City Manager  
Terrence Grindall  
Assistant City Manager  
Susie Woodstock  
Administrative Services Director  
Sandy Abe  
Human Resources Director  
Peggy A. Claassen  
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:

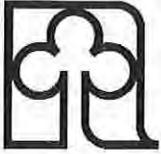
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|-------------------------------------|----------------------------|
| A. ROLL CALL                        | I. COUNCIL MATTERS         |
| B. MINUTES                          | J. SUCCESSOR AGENCY        |
| C. PRESENTATIONS AND PROCLAMATIONS  | K. TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS           | L. ORAL COMMUNICATIONS     |
| E. PUBLIC HEARINGS                  | M. APPROPRIATIONS          |
| F. CITY MANAGER REPORTS             | N. CLOSED SESSION          |
| G. CITY ATTORNEY REPORTS            | O. 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](http://www.newark.org). Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

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

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



# CITY OF NEWARK CITY COUNCIL

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

## Minutes

Thursday, June 25, 2015

### A. ROLL CALL

Mayor Nagy called the meeting to order at 7:31 p.m. Present were Council Members Hannon, Freitas, Bucci, and Vice Mayor Collazo.

### B. MINUTES

#### B.1 Approval of Minutes of the regular City Council meeting of Thursday, June 11, 2015.

Council Member Hannon 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 Commendation to Police Officer and Dispatcher of the Year.

Mayor Nagy presented the commendations to Police Officer of the Year Jennifer Bloom and Dispatcher of the Year Matt Reymundo.

### D. WRITTEN COMMUNICATIONS

#### D.1 Planning Commission referral of a review of a conditional use permit (U-64-1) for the replacement of a static reader board with an LED marquee sign for the First Presbyterian Church at 35450 Newark Boulevard.

**RESOLUTION NO. 10372**

City Manager Becker stated that the First Presbyterian Church would like to replace the existing static reader board portion of their existing monument sign with a Light Emitting Diode marquee sign.

Vice Mayor Collazo moved, Council Member Bucci seconded to approve the review of a conditional use permit (U-64-1) for the replacement of a static reader board with an LED marquee sign for the First Presbyterian Church at 35450 Newark Boulevard. The motion passed, 5 AYES.

### E. PUBLIC HEARINGS

City Manager Becker announced that due to property ownership within Landscaping and Lighting Districts 10 and 11 Vice Mayor Collazo will need to recuse from public hearing E.6 and E.7. In order to expedite the public hearing process, he requested that the City Council consider public hearings E.1-E.5 and E.8-E.11 concurrently and then hold E.6 and E.7 concurrently after Vice Mayor Collazo has recused and exited the chambers. The City Council concurred with this change to the agenda.

**E.1 Hearing to consider annual levy of assessment in conjunction with  
Landscaping and Lighting District No. 1. RESOLUTION NO. 10373**

City Manager Becker gave the staff report and recommended that the City Council open public hearings E.1 through E.5 and E.8 through E.11 simultaneously.

At 7:41 p.m. Mayor Nagy opened public hearings E.1 through E.5 and E.8 through E.11, Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, and 17 simultaneously.

No one came forward to speak.

At 7:42 p.m. Mayor Nagy closed public hearings E.1 through E.5 and E.8 through E.11, Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, and 17 simultaneously.

Council Member Freitas moved, Vice Mayor Collazo seconded, to approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, and 17 for the 2015-2016 fiscal year. The motion passed, 5 AYES.

**E.2 Hearing to consider annual levy of assessment in conjunction with  
Landscaping and Lighting District No. 2. RESOLUTION NO. 10374**

**E.3 Hearing to consider annual levy of assessment in conjunction with  
Landscaping and Lighting District No. 4. RESOLUTION NO. 10375**

**E.4 Hearing to consider annual levy of assessment in conjunction with  
Landscaping and Lighting District No. 6. RESOLUTION NO. 10376**

- E.5 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 7. RESOLUTION NO. 10377**
- E.8 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 13. RESOLUTION NO. 10378**
- E.9 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 15. RESOLUTION NO. 10379**
- E.10 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 16. RESOLUTION 10380**
- E.11 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 17. RESOLUTION 10381**

Vice Mayor Collazo exited the City Council Chambers.

- E.6 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 10. RESOLUTION NO. 10382**

City Manager Becker gave the staff report and recommended that the City Council open public hearings E.6 through E.7 simultaneously.

At 7:43 p.m. Mayor Nagy opened public hearings E.6 through E.7 Landscaping and Lighting District Nos. 10 and 11 simultaneously.

No one came forward to speak.

At 7:44 p.m. Mayor Nagy closed public hearings E.6 through E.7, Landscaping and Lighting District Nos. 10 and 11 simultaneously.

Council Member Bucci moved, Council Member Hannon seconded, to approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District Nos. 10 and 11 for the 2015-2016 fiscal year. The motion passed, 4 AYES, 1 RECUSED (Collazo).

**E.7 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 11. RESOLUTION NO. 10383**

Vice Mayor Collazo returned to the City Council Chambers.

**E.12 Hearing to consider adoption of Master Fee Schedule for Fiscal Year 2015-2016. RESOLUTION NO. 10384**

City Manager Becker gave the staff report recommending approval.

Mayor Nagy opened the public hearing at 7:45 p.m.

No one from the public came forward to speak.

Mayor Nagy closed the public hearing at 7:45 p.m.

Vice Mayor Collazo moved, Council Member Bucci seconded to, by resolution, amend the Master Fee Schedule for Fiscal Year 2015-2016. The motion passed, 5 AYES.

**E.13 Hearing to consider a planned unit development, a conditional use permit, and an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall in conjunction with the Halal Food & Eid Festival; and authorization to waive the application fee. RESOLUTION NO. 10385 MOTION APPROVED**

City Manager Becker stated that the Halal Food & Eid Festival is planned for August 1, 2015. The Festival will be located in the same general area where the Farmers Market is held on Sundays. The applicant, a nonprofit organization, has requested a fee waiver.

Mayor Nagy opened the public hearing at 7:48 p.m.

Irfan Rydhan, event organizer, stated that he expected 5,000 to 8,000 people to attend the festival this year. He confirmed that he read and agreed to the conditions.

Mayor Nagy closed the public hearing at 7:50 p.m.

Council Member Bucci moved, Council Member Hannon seconded to: (1) adopt a Resolution approving P-15-17, a planned unit development, U-15-18, a conditional use permit, and E-15-19, an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall in conjunction with the Halal Food & Eid

Festival; and (2) by motion, authorize a waiver of the application fee. The motion passed, 5 AYES.

## **F. CITY MANAGER REPORTS**

Council Member Hannon pulled F.13 for separate consideration.

Vice Mayor Collazo moved, Council Member Bucci seconded, to approve Consent Calendar Items F.1 through F.12, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

## **CONSENT**

- F.1 Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 for General Revisions. RESOLUTION NO. 10386**
- F.2 Establishment of the Fiscal Year 2015-2016 Appropriations Limit. RESOLUTION NO. 10387**
- F.3 Approval of Investment Policy. RESOLUTION NO. 10388**
- F.4 Establishment of amount of revenue from property taxes necessary to support City departments for Fiscal Year 2015/2016. RESOLUTION NO. 10389**
- F.5 Approval of plans and specifications, acceptance of proposal and award of contract to West Coast Arborist, Inc., for Tree Maintenance Services, Project 1119. MOTION APPROVED PLANS AND SPECIFICATIONS  
RESOLUTION NO. 10390  
CONTRACT NO. 15026**
- F.6 Authorization for the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County for Fiscal Year 2015-2016. RESOLUTION NO. 10391  
CONTRACT NO. 15027**
- F.7 Authorization for the Mayor to sign a Lease Agreement with Viola Blythe Community Service Center of Newark, Inc. for use of the Jerry Raber**

Newark Ash Street Park Building #1 for the operation of a food and clothing distribution center. RESOLUTION NO. 10392  
CONTRACT NO. 15028

F.8 Authorization for the City Manager to sign a Lease Agreement with Child, Family and Community Services, Inc. for use of the Jerry Raber Ash Street Park Building #2 for the operation of a Head Start Preschool Program. RESOLUTION 10393  
CONTRACT NO. 15029

F.9 Authorization for the City Manager to sign an Agreement with the Newark Chamber of Commerce to provide promotional services and for the rental of office space at 37101 Newark Boulevard. RESOLUTION NO. 10394  
CONTRACT NO. 15030

F.10 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 25 and 26, 2015. MOTION APPROVED

F.11 Declaration of intent to abandon a portion of the western half of Hickory Street right-of-way north of Perrin Avenue and establishment of July 23, 2015, as the date for a public hearing. RESOLUTION NO. 10395

F.12 Initiation of proceedings, confirmation of Engineer's Report, ordering of improvements, and levying of the first annual assessment for Landscaping and Lighting District No. 18 for Tract 8130. RESOLUTION NO. 10396 Initiate Proceedings  
RESOLUTION NO. 10397 Engineer's Report

**NONCONSENT**

F.13 Approval of the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA); and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group.

RESOLUTION NO. 10398-10401

Council Member Hannon commended all the parties involved in negotiating these agreements.

Council Member Hannon moved, Vice Mayor Collazo seconded to, by resolutions, approve the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA), and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group. The motion passed, 5 AYES.

**F.14 Approval of the City of Newark Paid Sick Leave Policy for compliance with the California Healthy Workplaces/Healthy Families Act of 2014.**

**RESOLUTION NO. 10402**

City Manager Becker stated that the California Healthy Workplaces/Healthy Families Act of 2014 requires employers to provide qualifying employees with up to 3 days (24 hours) of sick leave annually beginning on July 1, 2015. The proposed policy applies to the City's part-time, seasonal and temporary employees who work for 30 days or more within 12 months of employment, and does not apply to benefitted employees who already accrue leave time for medical needs.

Council Member Freitas moved, Vice Mayor Collazo seconded to, by resolution approve the City of Newark Paid Sick Leave Policy for compliance with the California Healthy Workplaces/Healthy Families Act of 2014. The motion passed, 5 AYES.

**F.15 Authorization for the Mayor to sign an amendment to the agreement between the City of Newark and the Alameda County Fire District regarding fire and emergency response services.**

**RESOLUTION NO. 10403  
CONTRACT NO. 10009**

City Manager Becker stated that staff is continuing to negotiate terms of a new Fire Services Agreement. A final agreement on the contract terms will not be reached prior to the June 30, 2015 contract expiration. In order to prevent service disruption, a limited term contract extension has been prepared by the City Attorney and Alameda County legal counsel. The agreement extends the existing agreement until September 30, 2015 and then, if necessary, extends beyond that date on a month to month basis. This will allow time for both parties to reach agreement on a new 5 year agreement.

In response to Council Member Bucci, City Manager Becker stated that the agreement itself will layout parameters of the OPEB cost formulas if the city terminated the agreement in the future, the actual resolution of unfunded retiree benefits has not been resolved.

Council Member Collazo moved, Council Member Bucci seconded to, by resolution, authorize the Mayor to sign an amendment to the agreement between the City of Newark

and the Alameda County Fire District regarding fire and emergency response services. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

Mayor Nagy stated that only safe and sane fireworks are allowed on the Fourth of July Holiday. He encouraged the public to attend the firefighter pancake breakfast. He noted that the Music at the Grove concert series starts on June 26.

Vice Mayor Collazo stated that the Alameda County fair is open.

Council Member Hannon commended the Police Department for the successful resolution of a hostage situation in May.

Council Member Bucci stated that fireworks booths benefit nonprofits in the community.

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

**K. ORAL COMMUNICATIONS**

John Freitas requested the removal of two city trees that are in front of his home. He also shared his opinion on city employees who are not residents of the city.

Mayor Nagy asked staff to review the matter and determine the safety of the trees.

City Manager Becker stated that the trees have been inspected and the City arborist has determined that these trees are safe. He stated that City employees are dedicated to the city regardless of where they live.

Mayor Nagy stated that all City employees are dedicated to the community.

Gregory Lemos stated that he was concerned that the Alameda County Water District would ration water as a result of new housing in Newark. He stated that it appeared that the black top paving was mushrooming near gutters and wondered if there was enough room for wheelchairs as a result of the new construction on Cedar Boulevard.

Assistant City Manager Grindall confirmed that there would be enough room for wheel chairs when the construction at Cedar Boulevard was completed.

Jack Dane requested that Council Member Bucci share details on the Relay for Life fundraiser this weekend.

Council Member Bucci stated that there would be a citywide garage sale this weekend to benefit Relay for Life. He noted that they raised \$9,100 last year.

Tim Jones stated that National Night out will be held on August 4. He encouraged the public to go to city website for details.

**L. APPROPRIATIONS**

**Approval of Audited Demands for the City Council meeting of June 25, 2015.**

City Clerk Harrington read the Register of Audited Demands: Check numbers 104879 to 105020.

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

**M. CLOSED SESSION**

**N. ADJOURNMENT**

At 8:28 p.m., Mayor Nagy adjourned the meeting.

**C.1 Commending Tim Watson.**

**(COMMENDATION)**

**Background/Discussion** – Tim Watson has worked for the City of Newark in a variety of capacities and currently works as an adult sports official. Mr. Watson is also a Santa Clara Valley Transportation Authority bus driver. In June, Mr. Watson’s quick actions on his bus route led to the safe return of a boy who had been kidnapped in Milpitas. A commendation has been prepared to honor Mr. Watson.

**C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 93<sup>nd</sup> Anniversary. (PROCLAMATION)**

**Background/Discussion** – The Portuguese Fraternal Society of America Council 16 will celebrate the annual Holy Ghost Festival on July 25-26, 2015. This will also be a celebration of the Society’s 93<sup>nd</sup> Anniversary in the City of Newark. Members of the Society will be at the City Council to accept the proclamation.

**C.3 Proclaiming July “Parks Make Life Better Month” in Newark.**

**(PROCLAMATION)**

**Background/Discussion** – Parks and recreation have the power to strengthen communities, transform lives, and protect the future. The City of Newark will celebrate the impact of parks and recreation in our community by proclaiming July as “Parks Make Life Better Month.”

**E.1 Hearing to consider P-15-24, a planned unit development, and U-15-25, a conditional use permit, for a temporary Salvation Army facility to be located at 36601 Newark Boulevard (APN: 92A-900-1-2) and a request for a waiver of the application fees – from Assistant City Manager Grindall. (RESOLUTION)(MOTION)**

**Background/Discussion** - In February 2015, the Planning Commission and City Council approved a rebuild of the existing Salvation Army facility at 36700 Newark Boulevard. As that project requires a complete demolition of the existing structure, the Salvation Army is in need of a temporary facility in order to continue to serve the community.

Directly across the street from the existing facility is the Old Town Center, which is zoned Neighborhood Commercial. There are units in this center that the owner is willing to lease to the Salvation Army for the duration of their project. Salvation Army estimates they would need no more than 18 months at this temporary location. As such, a condition has been included in the proposed resolution limiting this use to no more than 18 months, without an extension approved by the Planning Commission and City Council.

There would be a total of four employees and the hours of operation would be 7:30 a.m. to 7:00 p.m. Monday through Friday, with occasional operations on Saturday. Unit 50 will be used for offices, while Unit 63 will be used as a meeting room, food distribution once a week, and Youth Group activities. There will be very minimal food storage at the facility as the food for distribution is stored and delivered to the facility from the Salvation Army's county warehouse in Alameda. There will be no church services held at this facility. One of the conditions of the resolution is that there shall be no queueing allowed outside at any time. All visitors will be directed inside upon arrival and the food distribution shall take place inside the facility.

The office portion of the Salvation Army's operation is permitted and not subject to any discretionary review. However, the food distribution, which is neither permitted nor conditional, triggers the need for a planned unit development and conditional use permit. As part of this process, property owners within 300 feet of the parcel were notified of the Salvation Army's proposal. City staff did not receive any comments nor objections.

The proposed project is categorically exempt from the California Environmental Quality Act per Section 15304, Class 4(e), minor temporary use of land having negligible or no permanent effects on the environment.

**Attachment**

**Update** – At its meeting of June 23, 2015, the Planning Commission approved Resolution No. 1915, with Exhibit A, pages 1 through 8, approve P-15-24, a planned unit development, and U-15-25, a conditional use permit, for a temporary Salvation Army facility to be located at 36601 Newark Boulevard (APN: 92A-900-1-2).

**Action** - It is recommended that the City Council: (1) by resolution, with Exhibit A, pages 1 through 8, approve P-15-24, a planned unit development, and U-15-25, a conditional use permit, for a temporary Salvation Army facility to be located at 36601 Newark Boulevard (APN: 92A-900-1-2); and (2) by motion, approve the request for waiver of fees.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING P-15-24, A PLANNED UNIT  
DEVELOPMENT, AND U-15-25, A CONDITIONAL USE  
PERMIT, FOR A TEMPORARY SALVATION ARMY  
FACILITY TO BE LOCATED AT 36601 NEWARK  
BOULEVARD (APN: 92A-900-1-2)

WHEREAS, the Salvation Army, has filed an application for a planned unit development and conditional use permit for a temporary Salvation Army facility to be located at 36601 Newark Boulevard (APN: 92A-900-1-2) ; and

WHEREAS, the City Council considered said application at 7:30 p.m. on July 9, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve this application as shown on Exhibit A, pages 1 through 8, subject to compliance with the following conditions:

Planning Division

- a. This planned unit development and use permit shall be good for a period of eighteen (18) months from the date of City Council approval. Any time extensions to this planned unit development and conditional use permit shall be approved by the Planning Commission and City Council.
- b. There shall be no queueing allowed outside at any time. All visitors shall be directed inside upon arrival and the food distribution shall take place inside the facility.
- c. All deliveries, including food, clothing and materials to the site shall be limited to the hours of 9:00 a.m. to 6:00 p.m. Monday through Saturday. No delivery of donated materials shall occur outside of the building and/or before or after the delivery hours. No delivery truck or van shall be left overnight on any portion of the site.
- d. Prior to the issuance of a sign permit, all signs shall be submitted to the review and approval of the Community Development Director.
- e. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis.

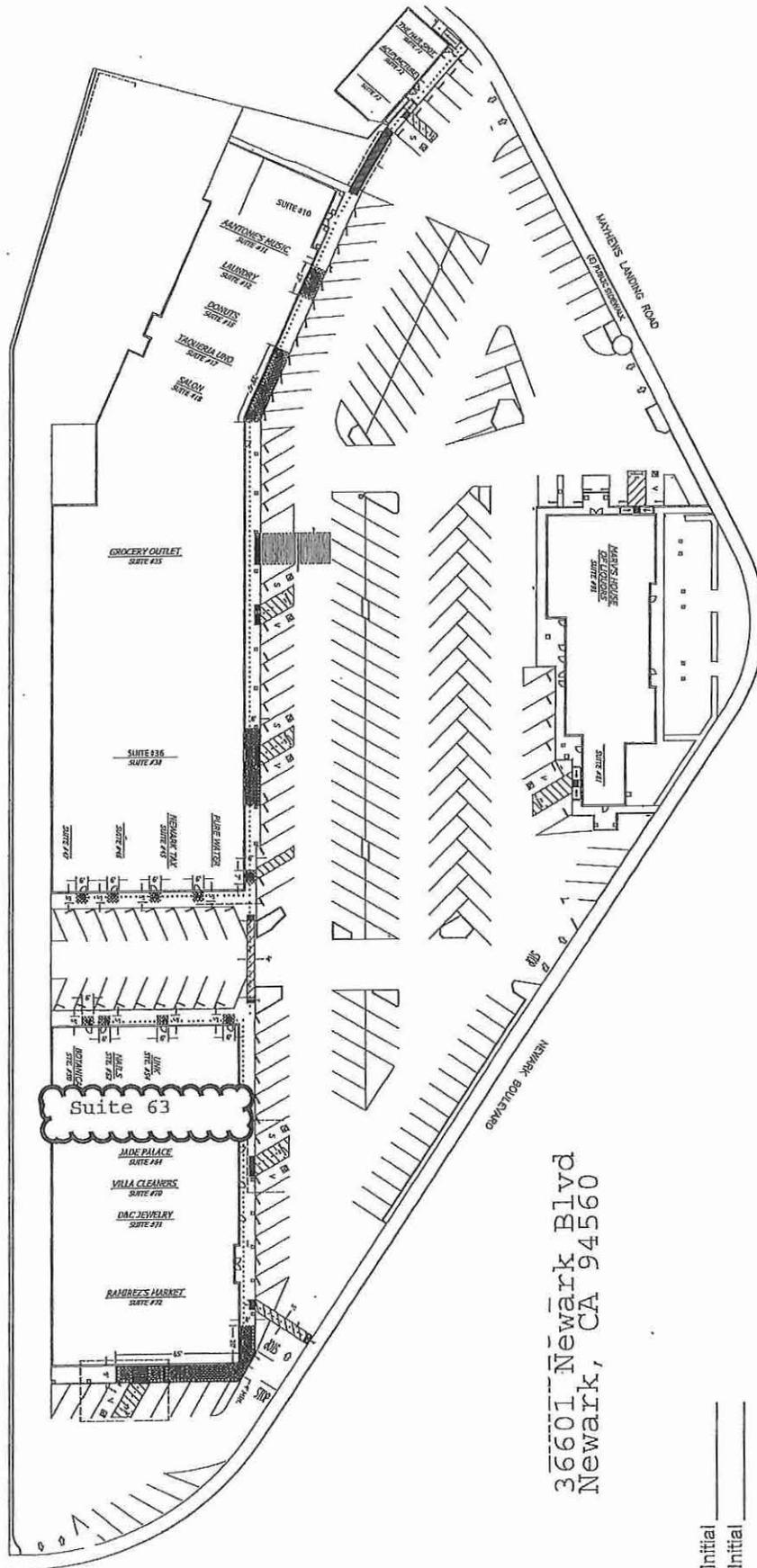
Engineering Division

- f. The contractor shall implement all applicable Best Management Practices (BMPs) from the California Stormwater Quality Association Best Management Practices Handbook for

Construction for the duration of all work activity. Additional BMPs may be required by the City Engineer as necessary to minimize the pollution of storm water runoff from the project area. A note to this effect shall appear on the plans.

### General

- g. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision.
- h. If any condition of this planned unit development and conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development and conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- i. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- j. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

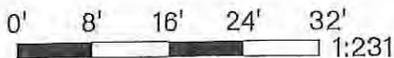
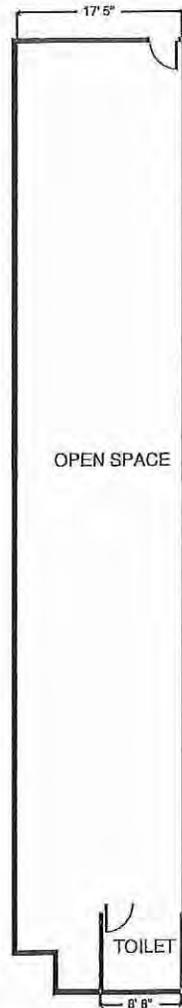


36601 Newark Blvd  
 Newark, CA 94560

Initial \_\_\_\_\_  
 Initial \_\_\_\_\_

**EXHIBIT** Ap1

# Ground Floor



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## Unit 63

36601 Newark Blvd, Newark, CA, United States 94560

Daniel Fries  
daniel@friesproperties.com  
510-793-1100  
2015-05-27



1 Floor.

2 Rooms

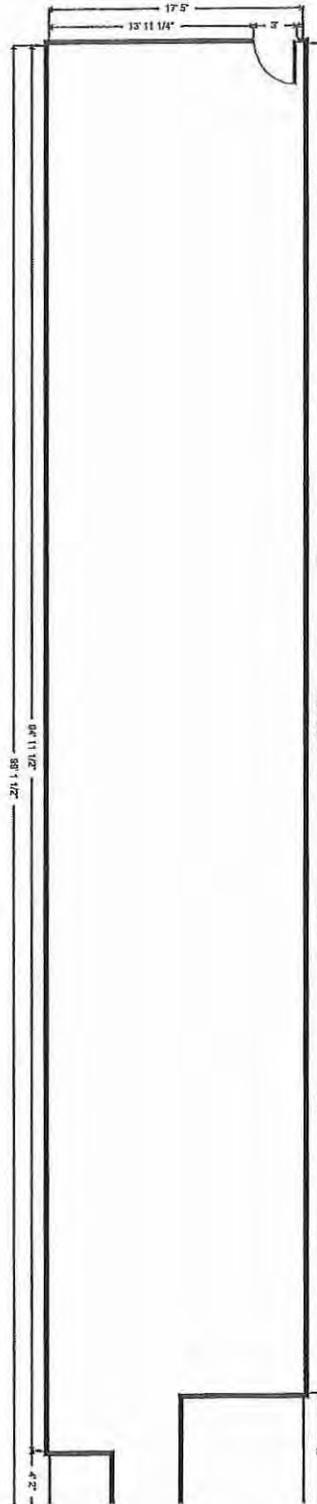
0 Office

0 Conf. room

**EXHIBIT** A.p.2

# Open Space

Width: 17' 5"  
Length: 99' 1 1/2"  
Area: 1637 sq ft  
Perimeter: 233' 3/4"



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0' 4' 8' 12' 16' 20'  
1:149



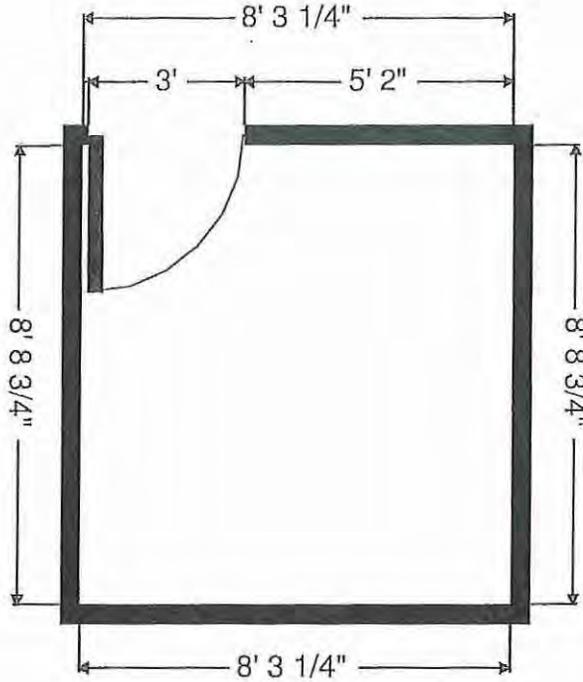
## Unit 63

Daniel Fries  
daniel@friesproperties.com  
510-793-1100  
2015-05-27

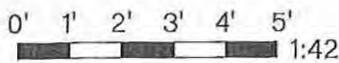


# Toilet

Width: 8' 3 1/4"  
Length: 8' 8 3/4"  
Area: 72 sq ft  
Perimeter: 34'



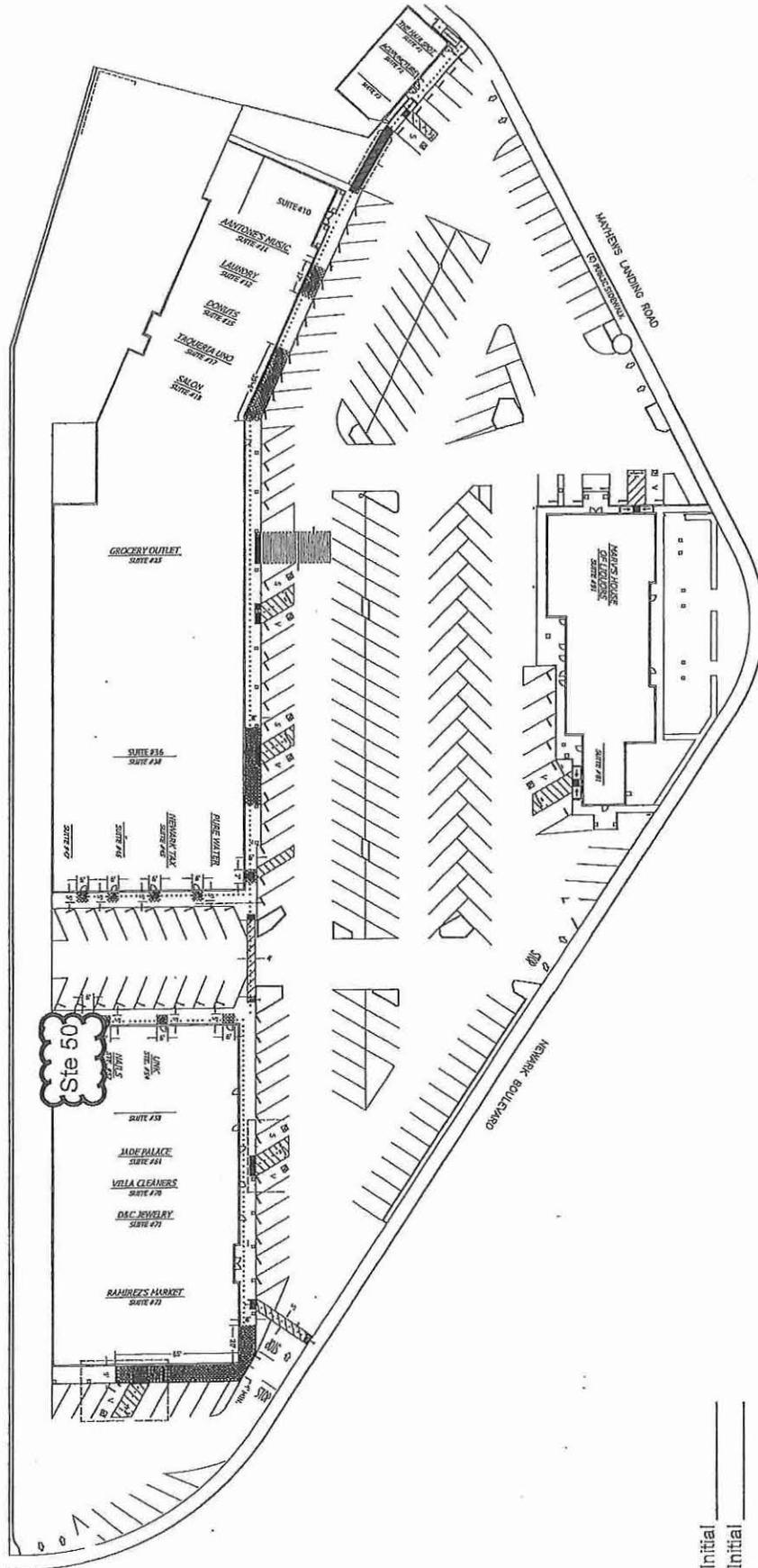
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## Unit 63

Daniel Fries  
daniel@friesproperties.com  
510-793-1100  
2015-05-27





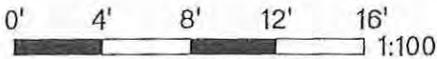
Initial \_\_\_\_\_  
 Initial \_\_\_\_\_

EXHIBIT A, p. 5

# 1st Floor



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## 36601 Newark Blvd #50

36601 Newark Blvd, Newark, California, United States 94560

Daniel Fries  
daniel@friesproperties.com  
510-793-1100

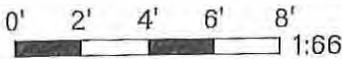
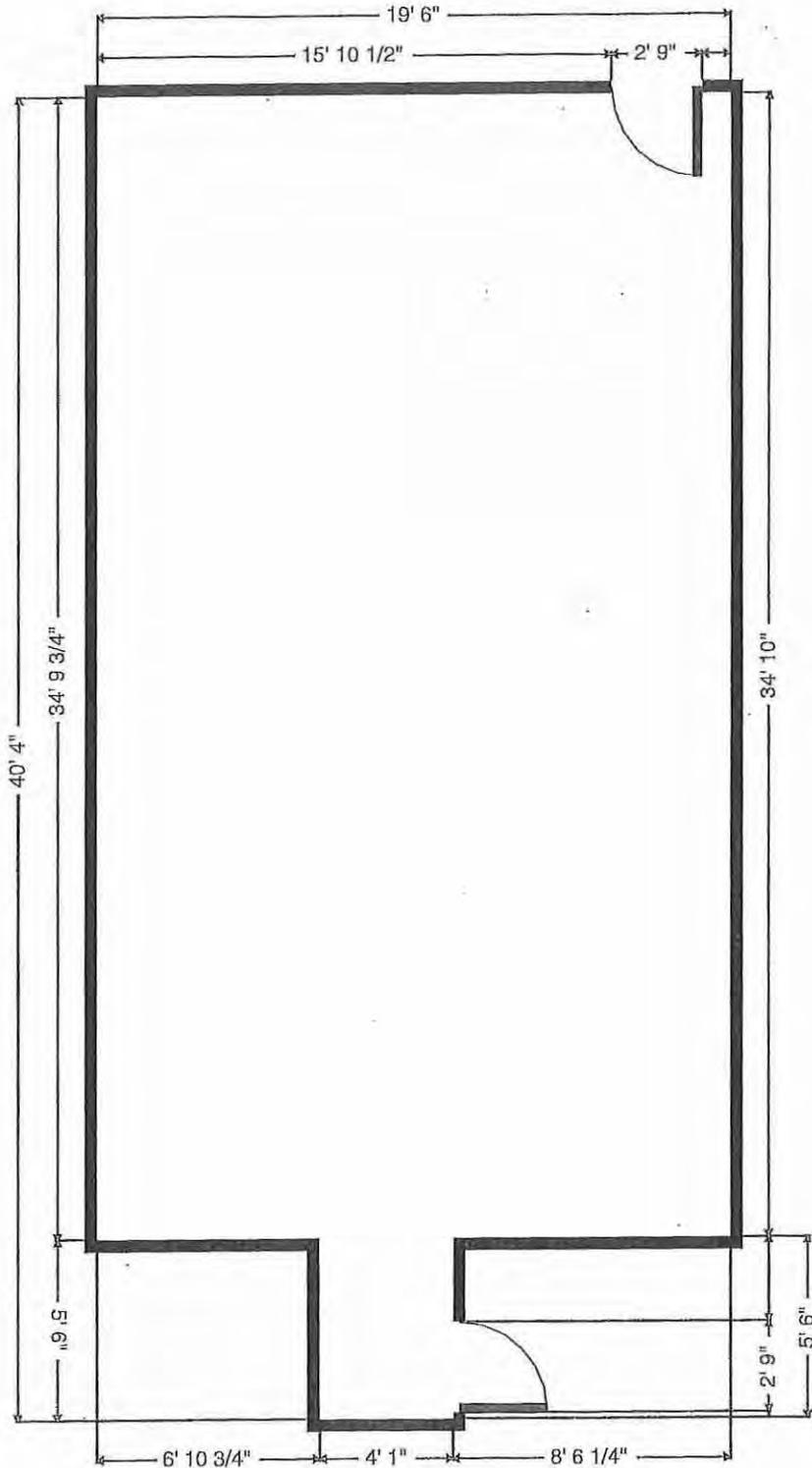


- 1 Floor
- 2 Rooms
- 1 Office
- 0 Conf. room

**EXHIBIT** *A.p.6*

# Private Office

Width: 19' 6"  
 Length: 40' 4"  
 Area: 701 sq ft  
 Perimeter: 119' 7 3/4"



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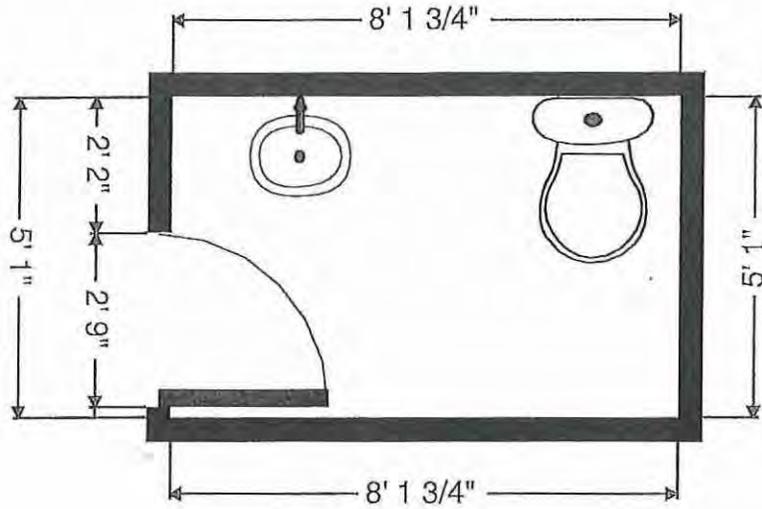
**36601 Newark Blvd #50**

Daniel Fries  
 daniel@friesproperties.com  
 510-793-1100

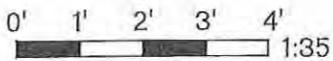


# Toilet

Width: 5' 1"  
 Length: 8' 1 3/4"  
 Area: 41 sq ft  
 Perimeter: 26' 5 3/4"



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36601 Newark Blvd #50

Daniel Fries  
 daniel@friesproperties.com  
 510-793-1100



RESOLUTION NO. 1915

RESOLUTION APPROVING P-15-24, A PLANNED UNIT DEVELOPMENT, AND U-15-25, A CONDITIONAL USE PERMIT, FOR A TEMPORARY SALVATION ARMY FACILITY TO BE LOCATED AT 36601 NEWARK BOULEVARD (APN: 92A-900-1-2)

WHEREAS, the Salvation Army, has filed with the Planning Commission of the City of Newark application for a planned unit development and conditional use permit for a temporary Salvation Army facility to be located at 36601 Newark Boulevard (APN: 92A-900-1-2) ; and

WHEREAS, the Planning Commission considered said application at 7:30 p.m. on June 23, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does hereby recommend the City Council approve this application as shown on Exhibit A, pages 1 through 8, subject to compliance with the following conditions:

Planning Division

- a. This planned unit development and use permit shall be good for a period of eighteen (18) months from the date of City Council approval. Any time extensions to this planned unit development and conditional use permit shall be approved by the Planning Commission and City Council.
- b. There shall be no queueing allowed outside at any time. All visitors shall be directed inside upon arrival and the food distribution shall take place inside the facility.
- c. All deliveries, including food, clothing and materials to the site shall be limited to the hours of 9:00 a.m. to 6:00 p.m. Monday through Saturday. No delivery of donated materials shall occur outside of the building and/or before or after the delivery hours. No delivery truck or van shall be left overnight on any portion of the site.
- d. Prior to the issuance of a sign permit, all signs shall be submitted to the review and approval of the Community Development Director.
- e. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis.

### Engineering Division

- f. The contractor shall implement all applicable Best Management Practices (BMPs) from the California Stormwater Quality Association Best Management Practices Handbook for Construction for the duration of all work activity. Additional BMPs may be required by the City Engineer as necessary to minimize the pollution of storm water runoff from the project area. A note to this effect shall appear on the plans.

### General

- g. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision.
- h. If any condition of this planned unit development and conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development and conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- i. This planned unit development and conditional use permit shall be given a hearing before the City Council.
- j. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- k. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

This Resolution was introduced at the Planning Commission's June 23, 2015 meeting by Commissioner Nillo, seconded by Commissioner Bridges, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: None.

s/Terrence Grindall  
TERRENCE GRINDALL, Secretary

s/William Fitts  
WILLIAM FITTS, Chairperson

**E.2 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Maintenance Supervisor Carey. (MOTION)(RESOLUTION)**

**Background/Discussion** – The Superintendent of Streets' report on the 2015 Weed Abatement Program is submitted pursuant to Resolution No. 10,326 adopted by the City Council on February 26, 2015. The report showing the assessments for the fall 2014 and the spring 2015 weed abatement has been posted as required. Owners whose properties are subject to an assessment may protest at this meeting or submit their objections prior to the hearing. As of July 2, 2015, no written objections have been received.

On April 9, 2015, the City Council directed the Superintendent of Streets to abate weeds on 151 parcels of land. Subsequent to notification, private property owners cleared 141 parcels and the City's contractor cleared 10 parcels. This year, the assessments ranged from \$592 to \$7,606. The lowest cost is for a vacant property that requires minimal work. The highest cost was for the Union Pacific Railroad property, where mowing, extensive handwork and trash removal was necessary. There were no supplemental lot clearings for the 2014 fall abatement work included in this year's assessments.

**Attachment**

**Action** - It is recommended that the City Council, by motion, act upon any objections by property owners for assessments on their parcels for the 2015 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets' report concerning weed abatement assessments.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK CONFIRMING THE REPORT OF THE  
SUPERINTENDENT OF STREETS CONCERNING WEED  
ABATEMENT ASSESSMENTS

WHEREAS, the City Council of the City of Newark, by Resolution No. 10,326, ordered certain rubbish, refuse, dirt, and weeds to be abated in the manner provided by Sections 39560 and 39586 inclusive, of the Government Code of the State of California; and

WHEREAS, the Superintendent of Streets has caused said rubbish, refuse, dirt, and weeds to be abated. Nuisances abated and an accounting of the cost of abatement in front of or on each separate parcel of land has been set forth in a report entitled "Exhibit A – 2015 City of Newark Weed Abatement – Total Assessment" and attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the report of the Superintendent of Streets attached hereto and made a part hereof as Exhibit A is hereby confirmed;

BE IT FURTHER RESOLVED that the cost of abating the nuisance for each respective parcel is set forth in said report under the column entitled "Total Assessment";

BE IT FURTHER RESOLVED that there is hereby levied a special assessment against each parcel of land described in said report in the amount of \$22,510 as shown in said column "Total Assessment";

BE IT FURTHER RESOLVED that the costs levied as a special assessment against the parcels of land described in said report shall become a lien upon the property.

**EXHIBIT A**  
**2015 CITY OF NEWARK WEED ABATEMENT**  
**TOTAL ASSESSMENTS**

<b>MAP NO.</b>	<b>APN</b>	<b>LOCATION</b>	<b>TOTAL ASSESSMENT</b>
4	092-0021-015-03	Sycamore Street	2,277
8	092-0030-014-03	6717 Thornton Avenue	558
9	092-0030-018-04	6781 thornton Avenue	2,323
11	92A-1105-014-00	SP Railroad R-O-W	7,606
34	092-0126-019-00	SMCTD Railroad R-O-W	4,167
45	092-0125-010-00	7843 Railroad Avenue	592
48	092-0134-002-00	Railroad Avenue	592
49	092-0135-023-00	Walnut Street	592
60	92A-2165-013-01	6590 Central Avenue	2,847
63	92A-0623-043-00	36569 Newark Blvd.	956
<b>Total</b>			<b>\$22,510</b>

**F.1 Authorization for the Mayor to sign an amendment to the Joint Powers Agreement between the City of Newark and the City of Fremont for Paratransit Services for Fiscal Year 2014 – 2015 - from Recreation and Community Services Director Zehnder. (RESOLUTION)**

**Background/Discussion** – Door-to-door shared ride transportation services are an essential service offered to Newark residents who are 70 years of age and older or who are unable to access public transit independently due to a medical or disabling health condition. These paratransit services are provided to elderly and disabled Newark residents in order to improve their access to health care, shopping, errands, and social and recreational activities.

The City of Newark has contracted for paratransit services with City of Fremont since September 1, 2013. The most recent task order was approved on July 10, 2014 in the amount of \$145,000. As a result of an increase in ridership, the expenses for service have exceeded the Agreement’s “not to exceed” amount of \$145,000, Fremont and Newark now wish to amend Task Order No. 7 as set forth below.

For services performed by Fremont in accordance with this Amendment, Newark will compensate Fremont in accordance with the terms and conditions of the Task Order, in an amount not to exceed \$29,000. Thus, the total compensation payable to Fremont in accordance with the Task Order as amended herein shall not exceed: \$174,000 (\$145,000 for the original Task Order, plus \$29,000 for this Amendment). The additional compensation is further described in Exhibit “B.”

Funding for Newark Paratransit services is provided through Measure B sales tax. There are sufficient funds in the budget for this amendment.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the Mayor to sign Amendment No. 1 to Task Order No. 7 to the Joint Powers Agreement with the City of Fremont for Newark Paratransit services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO TASK ORDER NO. 7 TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF NEWARK AND THE CITY OF FREMONT FOR PARATRANSIT SERVICES FOR FISCAL YEAR 2014 – 2015

WHEREAS, on July 10, 2014, the City of Newark and the City of Fremont entered into Task Order No. 7 to the Joint Powers Agreement in an amount not to exceed \$145,000 for paratransit services; and

WHEREAS, the expenses for services have exceeded the agreement's not to exceed amount of \$145,000; and

WHEREAS, the expenses for services have exceeded the agreement's not to exceed amount, requiring an amendment to Task order No. 7; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign Task Order No. 7 to the Joint Powers Agreement with the City of Fremont for paratransit services, said amendment on file in the Office of the City Clerk.

**REVISED EXHIBIT B  
FOR AMENDMENT NO. 1 TO TASK ORDER NO. 7  
BUDGET  
Paratransit Services for FY 2014-2015**

**FY 2014-2015 Budget:**

<b>Paratransit Services</b> (through contract with MV Transportation)	\$154,000
<b>City Administrative Fee</b> (see note below)	\$20,000
<hr/>	
<b>TOTAL BUDGET</b>	<b>\$174,000</b>

The City of Newark will reimburse the City of Fremont for service provision and administrative costs associated with the Paratransit Program. The City of Fremont shall submit an invoice to Newark within twenty (20) days after the end of each service month. Newark shall make payments to Fremont within thirty (30) days of receipt of an invoice. Monthly invoicing to Newark will be broken down as follows:

- **Cost per trip billing for all one-way trips provided to Newark residents:**  
Total monthly charge for door-to-door paratransit services (based on each invoice received from MV transportation) divided by the total number of one-way trips provided and multiplied by the number of one-way trips provided to Newark residents.
- **Any fares collected for Newark residents will be deducted from the monthly invoice.**
- **The administrative fee will be billed at a monthly rate of \$1,666.67.**

**Note: If the Paratransit Services costs exceed the budgeted amount of \$154,000, funds from the Administrative Fee line item may be shifted to cover these additional Paratransit Services costs.**

**AMENDMENT NO. 1 TO TASK ORDER NO. 7  
TO JOINT POWERS AGREEMENT BETWEEN  
THE CITY OF NEWARK AND THE CITY OF FREMONT  
(PARATRANSIT SERVICES FY 2014/15)**

This Amendment No. 1 to Task Order No. 7 (hereinafter "Amendment") is made and entered into by and between the City of Newark, a municipal corporation ("Newark"), and the City of Fremont, a municipal corporation ("Fremont").

**RECITAL**

Newark and Fremont entered into a Task Order entitled Task Order No. 7 to Joint Powers Agreement between the City of Newark and the City of Fremont (hereinafter "Task Order") on July 10, 2014 in the amount of \$145,000, by which Fremont agreed to perform services more particularly described in the Task Order, and generally including: Paratransit Service Delivery for Newark residents. Fremont and Newark now wish to amend Task Order No. 7 as set forth below.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE THE TASK ORDER IS AMENDED AS FOLLOWS:**

- 1. INCORPORATION BY REFERENCE.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Task Order, unless specifically modified by this Amendment. All terms and conditions set forth in the Task Order which are not specifically modified by this Amendment shall remain in full force and effect.
- 2. PAYMENT.** For services performed by Fremont in accordance with this Amendment, Newark will compensate Fremont in accordance with the terms and conditions of the Task Order, in an amount not to exceed \$29,000. Thus, the total compensation payable to Fremont in accordance with the Task Order as amended herein shall not exceed: \$174,000 (\$145,000 for the original Task Order, plus \$29,000 for this Amendment). The additional compensation is further described in Exhibit "B", attached hereto and incorporated by reference.
- 3. SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Newark and Fremont. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF,** Newark and Fremont do hereby agree to the full performance of the terms set forth herein.

**CITY OF FREMONT**

Signature: \_\_\_\_\_

By: Jessica van Borck

Title: Assistant City Manager

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

APPROVED AS TO FORM:

Signature: \_\_\_\_\_

By: Nellie Ancel

Title: Senior Deputy City Attorney

**CITY OF NEWARK**

Signature: \_\_\_\_\_

By: Alan L. Nagy

Title: Mayor

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

APPROVED AS TO FORM:

Signature: \_\_\_\_\_

By: David Benoun

Title: City Attorney

**F.2 Authorization for the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda – from Senior Accountant del Rosario and City Attorney Benoun. (RESOLUTION)**

**Background/Discussion** – The City currently has an agreement with Alameda County which authorizes the collection of various taxes, assessments, and fees on the secured property tax roll. Since the passage of Proposition 218 in 1996, the County has required that each agency or district sign an annual statement certifying that each assessment, fee, and/or special tax placed on the tax rolls meets the requirements of Proposition 218.

Staff has reviewed each of the City’s taxes, assessments, and fees to ensure compliance with the proposition. It is the opinion of the City Attorney that the City’s taxes, assessments, and fees are in compliance with Proposition 218 requirements and the City is able to sign the certification.

**Attachment**

**Action** – It is recommended that the City Council, by resolution, authorize the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE CITY ATTORNEY TO SIGN A  
CERTIFICATION AND MUTUAL INDEMNIFICATION  
AGREEMENT WITH THE COUNTY OF ALAMEDA

BE IT RESOLVED by the City Council of the City of Newark that the City Attorney of the City of Newark be and is hereby authorized to sign a Certification and Mutual Indemnification Agreement for the County of Alameda, said agreement on file in the Office of the City Clerk.

## Certification and Mutual Indemnification Agreement

The CITY OF NEWARK (hereafter referred to as public agency), by and through its Attorney, hereby certifies that to its best current understanding of the law, the taxes, assessments and fees placed on the 2015/16 Secured Property Tax bill by the public agency met the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

Therefore, for those taxes, assessments and fees which are subject to Proposition 218 and which are challenged in any legal proceeding on the basis that the public agency has failed to comply with the requirements of Proposition 218; the public agency agrees to defend, indemnify and hold harmless the County of Alameda, its Board of Supervisors, its Auditor-Controller/Clerk-Recorder, its officers and employees.

The public agency will pay any final judgment imposed upon the County of Alameda as a result of any act or omission on the part of the public agency in failing to comply with the requirements of Proposition 218.

The County of Alameda, by and through its duly authorized agent, hereby agrees to defend, indemnify and hold harmless the public agency, its employees, agents and elected officials from any and all actions, causes of actions, losses, liens, damages, costs and expenses resulting from the sole negligence of the County of Alameda in assessing, distributing or collecting taxes, assessments and fees on behalf of the public agency.

If a tax, assessment or fee is challenged under Proposition 218 and the proceeds are shared by both the public agency and the County of Alameda; then the parties hereby agree that their proportional share of any liability or judgment shall be equal to their proportional share of the proceeds from the tax, assessment or fee.

The above terms are accepted by the public agency and I further certify that I am authorized to sign this agreement and bind the public agency to its terms.

CITY OF NEWARK

COUNTY OF ALAMEDA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
President of the Board of Supervisors of  
of Alameda County, California  
(Print Title)

Approved as to form:

\_\_\_\_\_  
Farand C. Kan,  
Deputy County Counsel

**F.3 Authorization for the Public Works Director to renew the contract with Rosas Brothers Construction for 2015 Curb, Gutter and Sidewalk Replacement, Project 1095 – from Assistant City Engineer Fajeau. (RESOLUTION)**

**Background/Discussion** – On April 11, 2013, the City Council awarded a contract to Rosas Brothers Construction for 2013 Curb, Gutter, and Sidewalk Replacement, Project 1042, with options to renew annually for up to three (3) additional years. The contractor is agreeable to renewing the contract for 2015 Curb, Gutter and Sidewalk Replacement, Project 1095 at the original contract unit prices. Specifications allow for the Public Works Director to exercise renewal of the contract if so approved by the City Council. The 2014-2016 Biennial Budget includes full funding for an estimated total project cost of \$238,000.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the Public Works Director to renew the contract with Rosas Brothers Construction for 2015 Curb, Gutter, and Sidewalk Replacement, Project 1095.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE PUBLIC WORKS DIRECTOR  
TO RENEW THE CONTRACT WITH ROSAS BROTHERS  
CONSTRUCTION FOR 2015 CURB, GUTTER, AND  
SIDEWALK REPLACEMENT, PROJECT 1095

WHEREAS, the City of Newark has entered into a contract with Rosas Brothers Construction, pursuant to Resolution No.10,079, for 2013 Curb, Gutter, and Sidewalk Replacement, Project 1042, in the City of Newark, in accordance with the plans and specifications for the contract; and

WHEREAS, contract specifications approved by the City Council with Project 1042 allow for renewal of the contract annually for up to three (3) additional years; and

WHEREAS, the contractor is agreeable to renewal of the contract at the original unit prices for 2015 Curb, Gutter, and Sidewalk Replacement, Project 1095.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the Public Works Director to renew the contract with Rosas Brothers Construction for 2015 Curb, Gutter, and Sidewalk Replacement, Project 1095;

BE IT FURTHER RESOLVED that the execution of the contract renewal shall be at the discretion of the Public Works Director pursuant to the original project specifications.

**AGREEMENT (PUBLIC WORKS CONTRACT)**  
**RENEWAL OF C13006, R10079**

THIS AGREEMENT, made and entered into this \_\_\_ day, of \_\_\_\_\_, 2015, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and ROSAS BROTHERS CONSTRUCTION, a California corporation, hereinafter called the "CONTRACTOR":

WITNESSETH:

That the City and Contractor for the consideration, hereinafter named, agree as follows:

1. That complete Contract includes all of the Contract Documents under 2013 Curb, Gutter, and Sidewalk Replacement, Project 1042, as if set forth in full herein, to wit: the Notice to Contractors, the Proposal to the City of Newark, the Accepted Bid (Unit Price Schedule), the Bidder's List of Subcontractors, and the Bidder's Statement of Financial Responsibility, Technical Ability, and Experience, and the Specifications; this Agreement dated July 9, 2015; the Performance Bond dated July 2, 2015; the Payment Bond dated July 2, 2015; the Contract Renewal Notice dated June 29, 2015, and all Addenda setting forth any modifications or interpretations of any of said Documents.
2. The Contractor will furnish all materials except as otherwise provided in the 2013 Curb, Gutter, and Sidewalk Replacement, Project 1042 Specifications and will perform all the work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Engineer, public improvements in accordance with that certain document headed:

**2015 CURB, GUTTER, AND SIDEWALK REPLACEMENT - PROJECT 1095**

All of the above work is on public property, and under the direction of the Engineer or other official designated by the City to supervise said work, all as provided in and subject to the Contract Documents.

3. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.
4. All time limits stated in the Contract Documents are of the essence of this Agreement.
5. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal

of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

6. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
7. If any action shall be brought by City for damages under the provisions of this Contract or for the enforcement of any of the conditions, covenants or agreements herein set forth on the part of Contractor to be kept and performed and City shall prevail in any such action, Contractor agrees to pay City on demand a reasonable attorney's fee not exceeding the sum of \$10,000.00 and further agrees that said attorney's fee shall become a part of City's judgment in any such action.
8. Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any service or work pursuant to this Contract.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

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

CITY OF NEWARK  
a municipal corporation

ROSAS BROTHERS CONSTRUCTION,  
a California corporation

By \_\_\_\_\_  
Peggy Claassen, Public Works Director

By \_\_\_\_\_  
Victor M. Rosas, President

ATTEST:

\_\_\_\_\_  
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David Benoun, City Attorney

**F.4 Authorization for the Mayor to sign a Lease Agreement with Alameda County for lease of the Newark library facility – from City Manager Becker.**

**(RESOLUTION)**

**Background/Discussion** – The one-year Lease Agreement with Alameda County for the library facility expired on June 30, 2015. The County wishes to enter into a new five-year Agreement to provide public library services within the City of Newark. A new Lease Agreement has been prepared, the conditions of which remain the same as in the past except the term was expanded from one year to five years.

The rental fee will remain \$1 per year in addition to monthly payments of \$2,405.06 to cover the full cost of janitorial services (including contract administration) to be provided for that building.

**Attachment**

**Action** - Staff recommends that the City Council, by resolution, authorize the Mayor to sign a Lease Agreement with Alameda County for lease of the Newark library facility.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE MAYOR TO SIGN A LEASE  
AGREEMENT WITH ALAMEDA COUNTY FOR LEASE OF  
THE NEWARK LIBRARY FACILITY

WHEREAS, the current Lease Agreement with the Alameda County Library for use of City-owned library facility located at 6300 Civic Terrace Avenue, expired on June 30, 2015; and,

WHEREAS, it is recommended that an extension be authorized for an additional five years, through June 30, 2020, and for a rental fee of \$1 per year in addition to monthly payments of \$2,405.06 to cover the full cost of janitorial services (including contract administration) to be provided for that building;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign a lease agreement with Alameda County, to provide space for the operation of a Public Library for the period of July 1, 2015, through June 30, 2020, said agreement on file in the Office of the City Clerk.

## LEASE AGREEMENT

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "CITY," and the COUNTY OF ALAMEDA, a body corporate and politic and a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter referred to as "COUNTY" (collectively the "Parties").

WHEREAS, the CITY has constructed a Library facility at the City Administration Civic Center Complex; and

WHEREAS, the CITY and the COUNTY wish to continue their cooperation for the purpose of providing public library services.

THEREFORE, it is mutually agreed, as follows:

That the CITY ("Landlord"), for and in consideration of the mutual covenants and conditions herein set forth, does by these presents let, lease, assign, and demise unto said COUNTY ("Tenant"), and COUNTY, in consideration thereof, does lease, hire, accept, and take from CITY the following described premises, to wit:

- Approximately 15,000 square feet of space and improvements in that building commonly known as Newark Public Library, 6300 Civic Terrace Avenue, Newark, California.

It is further agreed between the Parties as follows:

1. TERM

Said Lease shall be for a period of five (5) years commencing July 1, 2015 and continuing until June 30, 2020, unless terminated earlier as provided in this Lease.

2. RENTAL

Tenant agrees to pay Landlord as rent, One Dollar (\$1.00) per year payable on the first day of July of each lease year.

3. HOLD OVER

Should COUNTY hold over said premises after this Lease has expired in any manner, such holding over shall be deemed merely a tenancy from month to month. County shall continue to pay for janitorial services during any holdover period of time as specified in Paragraph 15 of this Lease.

4. USE

The premises are hereby leased to COUNTY upon the express condition that COUNTY shall use said premises for providing Library services, and for no other purposes, without

the written consent of the CITY, during the term of this Lease; and upon the further condition that no goods, merchandise, or materials shall be kept, stored, or sold by COUNTY on said premises which are in any way hazardous, or which will increase the present rate of fire insurance upon the building of which said premises form a part.

5. FLOOR LOAD

COUNTY will not overload the floors, nor install any heavy business machines or any heavy equipment of any kind, without prior written approval of CITY which, if granted, may be conditioned upon moving said loads by skilled licensed handlers and installation and maintenance at Tenant's expense of special reinforcing and settings adequate to absorb and prevent noise and vibration. In no event will COUNTY be allowed to place a load exceeding fifty (50) pounds per square foot on any floor of the building without prior written consent from CITY.

6. ASSIGNMENT AND SUBLETTING

COUNTY shall not assign this Lease, or any interest therein, and shall not sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of COUNTY excepted) to occupy or use the said premises, or any portion thereof without the written consent of CITY first had and obtained. A consent to one assignment, subletting, occupation, or use by any one person shall not be deemed to be a consent to any subsequent assignments, subletting, occupation, or use by any other person. Any such assignment or subletting without such prior written consent from CITY shall be void, and shall constitute a breach of this Lease.

7. INSURANCE

CITY shall carry and maintain during the entire term fire insurance, insuring the premises and the building of which they are part, and further agrees to waive any claims against COUNTY for losses payable under said insurance, including deductibles. CITY shall carry a minimum of \$1 million for comprehensive general liability covering bodily injury and property damage in respect to premises.

COUNTY will be self-insured for Workers' Compensation, Automobile, Comprehensive General Liability. Any deductible for self-insured retentions must be declared to CITY.

8. HOLD HARMLESS: INDEMNIFY

COUNTY shall indemnify CITY insofar as permitted by law against and hold CITY harmless from any and all loss, damage, and liability for damages whether for damage to or loss of property, or injury to or death of person, including loss of or damage to property of CITY or injury to or death of employees of CITY, which shall proximately arise out of or be connected with COUNTY'S use hereunder, unless such damage, loss, injury, or death shall be caused by negligence of CITY.

CITY shall indemnify COUNTY insofar as permitted by law against and hold COUNTY harmless from any and all loss, damage, and liability for damages whether for damage to

or loss of property, or injury to or death of person, including loss of or damage to property of COUNTY or injury to or death of employees of COUNTY, which shall proximately arise out of or be connected with CITY'S use hereunder, unless such damage, loss, injury or death shall be caused by negligence of COUNTY.

CITY shall procure and maintain in full force and effect during the term of this Lease insurance coverage for fire, extended coverage and special form. CITY further agrees to waive any claim against the COUNTY for losses payable under said insurance and said insurance shall contain a waiver of subrogation against the COUNTY.

9. COUNTY EMPLOYEES

Neither the COUNTY nor any of its employees shall by virtue of this agreement be an employee of the CITY for any purpose whatsoever nor shall it or they be entitled to any of the rights, privileges, or benefits of CITY employees.

10. RIGHT TO TERMINATE

If, through any cause, either Party fails to fulfill in a timely and proper manner its obligations under this agreement, or if the either Party shall violate any of the covenants, agreements or stipulations of this Lease, the other Party, upon written notification to the other Party of the violation, shall have the right to terminate this Lease by giving to the other Party at least thirty (30) days written notice of such termination, specifying the effective date, unless the other Party timely cures the violations. Either Party may terminate this Lease, without cause, provided that the Party provides at least six (6) months written notice of termination.

11. RIGHT TO CANCEL

CITY or COUNTY has the right and privilege to cancellation of this Lease at least one hundred twenty (120) days prior written notice.

12. ACCEPTANCE

COUNTY acknowledges that it has been in sole and exclusive possession of the premises since 1983. By continuing in possession of the premises, COUNTY agrees and hereby stipulates with CITY that said premises are in good order and repair and in tenantable condition on the effective date of this Lease and that the improvements on said premises have been maintained by CITY in good and tenantable condition.

13. ALTERATIONS

A. COUNTY shall not make or suffer to be made any alterations of said premises or any part thereof except to move furniture and trade fixtures without the written consent of the CITY. Any alterations and improvements that may be required by COUNTY and approved by CITY shall be done at the cost, charge, and expense of COUNTY. Any such alterations and improvements shall remain the property of COUNTY and may be removed from the premises upon the expiration of this Lease or any renewal thereof or

any sooner termination thereof, and COUNTY agrees to make any repairs to the premises for damage occasioned by such removal. No alterations of any kind and no structural modifications may be made without a City of Newark building permit.

B. Any improvements installed or provided by CITY shall remain the property of CITY, and COUNTY shall not be required nor have the right to remove any such improvements.

14. UTILITIES

COUNTY shall pay all utility charges including PG&E (electric and natural gas), sewage (if any), telephone, and water (if any).

15. MAINTENANCE AND REPAIRS

A. Exterior Maintenance and Repairs: The CITY shall, at the CITY's own cost and expense during the term of this Lease or any renewal or extension of the term of this Lease, keep and maintain the exterior of said premises and appurtenances in good order and repair. The CITY shall, at CITY'S expense, maintain the landscaping, paving, sidewalks, and parking lot. The CITY shall not be liable for any damages resulting from the CITY'S failure to make any repairs required by this Section to be made by the CITY unless the COUNTY gives written notice to the CITY specifying the need for repairs and the CITY fails to make the repairs with reasonable dispatch after the giving of the notice.

B. Janitorial Services: Tenant agrees to pay Landlord for janitorial services for the premises, the sum of Twenty eight thousand, eight hundred sixty dollars and seventy two (\$28,860.72) per year. The first installment due is Two thousand four hundred six dollars and six cents (\$2,406.06) which includes annual rent, and the following eleven equal installments due are Two thousand four hundred five dollars and six cents (\$2,405.06). Each of the twelve installments is payable on the first day of each and every month commencing July 1, 2015, and continuing through the term of this Lease. All payments for janitorial services shall be paid by Tenant at the office of Landlord at 37101 Newark Blvd., Newark, CA 94560 or any other place or places that Landlord may from time to time designate by written notice given to Tenant. CITY agrees to provide janitorial services at the same standard as for other City buildings that are open to the public.

Parties may agree in writing to modify any of the terms of this Section 15B at any time, including the level of janitorial services and associated cost therewith.

C. Interior Maintenance and Repairs: The COUNTY shall, at the COUNTY'S own cost and expense during the term of this Lease or any renewal or extension of the term of this Lease, keep and maintain the interior of said premises and appurtenances in good order and repair. In the event an interior plumbing problem (plugged toilet, etc.) arises during normal City working hours, the City shall endeavor to repair the problem with its own forces. If such a problem occurs outside of the City's usual working hours, County may call its plumber at its own expense or wait until the City's next working day. The City shall not be obligated to perform emergency repairs or do emergency, evening, or weekend "call outs".

D. HVAC Maintenance and Repairs: The CITY shall regularly employ a heating and air conditioning maintenance firm to service and maintain the heating and air conditioning system on said premises in good working order and/or accomplish said regular maintenance with CITY personnel.

16. REPORTING DAMAGES

COUNTY agrees to report to the CITY'S Maintenance Supervisor at 37440 Filbert Street, Newark, California, telephone (510) 578-4802 in a timely manner, all damage, breakage, leaks and notice of repairs to be made. COUNTY shall be responsible for any and all repairs or maintenance to the premises caused by the negligent, careless, or willful acts of COUNTY, its employees, servants, or business visitors.

17. SURRENDER

COUNTY agrees to surrender said premises at the expiration of the time herein specified, or any extension thereof, or any sooner termination thereof in the same condition as received, except for reasonable use and wear as provided in this agreement.

18. COMPLIANCE WITH ORDINANCES AND STATUTES

COUNTY at its sole cost and expense will comply with all applicable requirements of the municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the said premises and shall faithfully observe in the use of the premises all applicable municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The COUNTY shall not use the premises in any manner which constitutes a public or private nuisance by statute.

19. ENTRY

CITY, or its duly authorized representatives or agents, may enter upon said premises at any and all reasonable times during the term of this Lease for the purpose of determining whether COUNTY is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the CITY.

20. NON-DISCRIMINATION

COUNTY agrees that no person shall on the grounds of race, color, religion, national origin, sex, age, or handicapping condition, or any other basis, as defined in California Civil Code Section 51, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity carried out in whole or in part within the premises. COUNTY shall not, on the grounds of any unlawful discriminatory basis:

A. Deny any service or other benefit provided by the program or activity; or

B. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program activity; or

C. Subject to segregated or separate treatment in any facility or in any manner or process related to receipt of any service or benefit under the program or activity; or

D. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; or

E. Treat an individual differently from others in determining the admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any service or other benefits provided under the program or activity.

21. AMENDMENTS

This Lease shall be amended only by written agreement of the Parties hereto.

22. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between CITY and COUNTY relative to the premises and this Lease, and may be altered only by an instrument in writing signed by both CITY and COUNTY. CITY and COUNTY agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this Lease.

23. SEVERABILITY

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

24. ACTS CONSTITUTING BREACH BY TENANT

The following shall constitute a default under and a breach of this Lease by Tenant:

A. The nonpayment of rent when due, when the nonpayment continues for ten (10) days after written notice to pay rent or surrender possession of the premises has been given by landlord to Tenant; or

B. A failure to perform any provision, covenant, or condition of this Lease other than one for the payment of rent, when that failure is not cured within ten (10) days after written notice of the specific failure is given by Landlord to Tenant; or

C. The breach of this Lease and abandonment of the premises before expiration of the term of this Lease; or

D. A receiver is appointed to take possession of all or substantially all of Tenant's property located at the premises or of Tenant's interest in this Lease, when possession is not restored to Tenant within thirty (30) days; or

E. Tenant makes a general assignment for the benefit of creditors; or

F. The execution, attachment, or other judicial seizure of substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease when the seizure is not discharged within ten (10) days.

The notices provided for in subsections A and B of this Paragraph 24 are not intended to replace, but rather are in addition to, any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure Section 1161 *et seq.*

## 25. LANDLORD'S REMEDIES

If Tenant breaches or is in default under this Lease, Landlord, in addition to any other remedies given Landlord by law or equity, may:

A. Continue this Lease in effect by not terminating Tenant's right to possession of the premises and thereby be entitled to enforce all Landlord's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

B. Terminate this Lease and all rights of Tenant under the Lease and recover from Tenant:

(1) The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease; and

(2) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; and

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonable avoided; and

(4) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease; or

C. In lieu of, or in addition to, bringing action for any or all of the recoveries described in subparagraph B of this Paragraph 25, bring an action to recover and regain possession of the premises in the manner provided by the California law or unlawful detainer then in effect.

26. TERMINATION NOTICE

No act of Landlord, including but not limited to Landlord's entry on the premises or efforts to re-let the premises, or the giving by Landlord to Tenant of a notice of default, shall be construed as an election to terminate this Lease unless a written notice of Landlord's election to terminate this Lease is given to Tenant.

27. WAIVER OF BREACH

The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Tenant either of the same or a different provision of this Lease.

28. NOTICES

Any demand or notice which either Party shall be required or may desire to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective Parties as follows:

CITY:

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

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

COUNTY:

President, Board of Supervisors  
County of Alameda  
1221 Oak Street  
Oakland, CA 94612

and County Librarian  
County of Alameda  
2450 Stevenson Boulevard  
Fremont, CA 94538

Said addresses may be changed by either Party upon serving notice as set forth herein.

29. HEADINGS

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written, and COUNTY has hereunto caused its corporate name to be signed by its

President of the Board of Supervisors who is hereunto duly authorized the day and year first above written.

COUNTY OF ALAMEDA

CITY OF NEWARK

By \_\_\_\_\_  
President of the Board of Supervisors  
County of Alameda, State of California  
Scott Haggerty

By \_\_\_\_\_  
Mayor, City of Newark  
Alan L. Nagy

By \_\_\_\_\_  
Clerk of the Board of Supervisors  
Anika Campbell-Belton

Attest \_\_\_\_\_  
City Clerk, City of Newark  
Sheila Harrington

Approved as to form:

Approved as to form:

By \_\_\_\_\_  
County Counsel

By \_\_\_\_\_  
City Attorney, City of Newark  
David J. Benoun

**F.5 Authorization for the Mayor to sign the Consultant Services Agreement with Bartel Associates LLC for Actuarial Services – from Administrative Services Director Woodstock. (RESOLUTION)**

**Background/Discussion** – Government Accounting Standards Board (GASB) Statement Number 45 requires an actuarial valuation of the City’s retiree healthcare plan every two years.

The retiree healthcare plan that the City offers is the minimum required by Public Employee Medical Hospital Care Act, known as the PEMCHA minimum. In 2015, the PEMCHA minimum was \$122 per month for each retiree. This is the only Other Post Employment Benefit (OPEB) offered by the City. The valuation report will summarize the census data used to prepare the report and provide updated information on the liability and assets of the City’s OPEB.

Bartel Associates are one of the leading experts in the actuarial field and are very qualified to prepare this report for the City. The cost to prepare the report and advise the City on OPEB related matters is \$14,500. The consulting costs will be incurred by the existing Finance Department budget.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the Mayor to sign the Consultant Services Agreement with Bartel Associates LLC for actuarial services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE MAYOR TO SIGN THE  
CONSULTANT SERVICES AGREEMENT WITH BARTEL  
ASSOCIATES LLC FOR ACTUARIAL SERVICES

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the Mayor to sign a Consultant Services Agreement with Bartel Associates for actuarial services.

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 9<sup>TH</sup> day of JULY, 2015 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and BARTEL ASSOCIATES, LLC ("Consultant"), collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, City requested a proposal to perform the services generally including: OTHER POST EMPLOYMENT BENEFITS ACTUARIAL VALUATION REPORTS.

**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 also described in this Agreement and Exhibit "A".

**WHEREAS**, the City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services and has been performing similar services for the City for several years.

**NOW, THEREFORE**, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of fifteen thousand and No/100 Dollars (\$15,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

City of Newark  
Attn: Finance Department  
37101 Newark Blvd.  
Newark, CA 94560

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

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

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

**4. ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and

such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant.

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"), intended to be delivered to the City to present the results of the project, 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 except for portions prepared in proprietary or leased software. 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:<br>(including products and completed operations, property damage, bodily injury, and personal and advertising injury) | \$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. |
| 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;<br>\$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 [redacted] 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:

[redacted]

CITY OF NEWARK

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Administrator

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Newark  
Attn: \_\_\_\_\_  
37101 Newark Boulevard  
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,  
a municipal corporation

\_\_\_\_\_  
\_\_\_\_\_

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

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

Attest:

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

Date \_\_\_\_\_

Approved as to form:

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

Date \_\_\_\_\_

**EXHIBIT A**





April 3, 2015

Susie Woodstock  
Administrative Services Director  
**City of Newark**  
37101 Newark Blvd.  
Newark, CA 94560

**Re: June 30, 2015 OPEB Actuarial Valuation Proposal & Data Request**

Dear Ms. Woodstock:

Bartel Associates would be pleased to provide actuarial consulting services to the City of Newark. This letter summarizes the project scope and our fee estimate for a June 30, 2015 actuarial valuation for the City's retiree healthcare plan.

The prior January 1, 2013 valuation can be used for the 2014/15 and 2015/16 fiscal years. The June 30, 2015 valuation can be used for the 2016/17 and 2017/18 fiscal years. GASB 45 requires the City prepare a new valuation at least every 2 years. However, CalPERS requires that agencies participating in CERBT prepare valuations as of June 30 in odd numbered years. You should confirm with the City's auditor if it is acceptable for the City to do the next valuation as of June 30, 2015 rather than January 1, 2015. A new valuation is required if there is a significant change to plan membership, benefit provisions, healthcare providers or plan options, funding policy, or the basis of any long-term actuarial assumptions between the valuation date and the applicable fiscal year.

**Our Approach**

We believe there are two levels to an OPEB actuarial valuation. Some public employers may hire an actuary to assist only with technical compliance with GASB 45, limiting the project scope to preparing a "compliance-only" valuation providing only the required financial reporting and disclosure information. A "full-consulting" valuation goes further and assists the employer with an understanding of GASB 45, the actuarial assumptions and methods, valuation results, financial statement impact, funding policies, trust options, any changes in accounting or actuarial requirements, and a review of the plan design. We provide below our estimated fees for both a full-consulting valuation and a compliance-only valuation.

**Estimated Fees**

Our estimated fee to prepare a full-consulting OPEB valuation for the City's retiree healthcare plan as of June 30, 2015 is \$13,000, including a meeting with the City to review the valuation results and the CERBT actuarial certifications. We will prepare a detailed discussion outline for the meeting summarizing the plan provisions, participant data, actuarial assumptions and methods, and valuation results. While our fee estimate represents the likely cost of the valuation, it is possible the valuation may require additional time. We understand the City's budgeting needs and agree not to bill more than \$14,500 for the valuation unless the project scope changes.

We also offer a lower cost compliance-only OPEB valuation for agencies that only need GASB 45 reporting and disclosure information without direct consulting. A compliance-only valuation will include a concise written report providing the information needed for the City's OPEB footnote but would not include a meeting with the City to review the valuation results. Our estimated fee to prepare a compliance-only



valuation for the City's retiree healthcare plan as of June 30, 2015 will be approximately \$10,500, but no more than \$12,000, unless the project scope changes. Our fee estimate for a compliance-only valuation assumes that the City will need no more than 1 hour of discussions to review valuation results by phone.

The "implied subsidy" will be included in the next actuarial valuation as of June 30, 2015 to comply with recently revised actuarial standards of practice. The implied subsidy is the amount by which active premiums subsidize retiree healthcare costs. (Active premiums subsidize retiree healthcare costs since actives and retirees have the same blended premiums before Medicare eligibility for all ages while healthcare costs generally increase with age.) The implied subsidy was not included in prior valuations per then current actuarial standards of practice and GASB 45 requirements which provided an exception for most agencies participating in pooled healthcare plans like PEMHCA. (The January 1, 2013 valuation included as estimate of the implied subsidy.) Our fee estimate includes an amount for the additional work needed to estimate the implied subsidy.

<u>Project Elements</u>	<u>Full-Consulting</u>	<u>Compliance-Only</u>
Actuarial Valuation	\$11,000	\$9,000
Implied Subsidy	1,000	1,000
Meeting	500	n/a
CERBT Actuarial Forms	<u>500</u>	<u>500</u>
Total Estimated Fee	\$13,000	\$10,500
Not-To-Exceed Fee	\$14,500	\$12,000

Our fee estimate assumes the plan provisions and healthcare plan options have not changed since the January 1, 2013 actuarial valuation. If there are any changes, we will provide a revised fee estimate including any additional work related to the changes. We understand the City established an OPEB trust with CERBT using investment strategy #1 since the last valuation, funded the ARC plus \$1 million for 2014/15, and plans to fund the full ARC in later years.

Please note below what will be included in the valuation and what will require an additional fee. Since our estimated fee includes only expected charges for time spent on the actuarial valuation, the City may want to establish an additional consulting budget for other OPEB projects or consulting that may be needed over the next several years. The amount of this consulting budget will depend on the City's expectation for any plan changes, plan design studies, funding policy changes, cost projections, and other day-to-day administrative, financial reporting, and consulting issues.

If the City needs one fixed fee in a contract or purchase order with us, it should indicate whether it wants a full-consulting or compliance-only valuation and include our not-to-exceed fee amount. We will not bill more than this amount without prior discussion. This might happen, for example, if the project scope changes or the District needs additional work as described below.



Our fee estimate assumes:

- We will bill the City at the following hourly rates:

Partner	\$250 - \$300
Assistant Vice President	\$200 - \$225
Associate Actuary	\$150
Actuarial Analyst	\$125
Administrative Support	\$75

- The City has made no changes to its retiree healthcare plan, healthcare providers, or healthcare plan options since the last actuarial valuation as of January 1, 2013. (Please review the benefit summary in our January 1, 2013 valuation report and let us know of any changes.)
- Participant census data requested will be provided completely and accurately in an Excel workbook with one record per participant.
- Costs and liabilities will be provided using one funding method and one set of assumptions.
- GASB 45 costs and liabilities will be presented for the plan as a whole with breakdowns for Miscellaneous, Police, and Fire employees.
- OPEB costs and liabilities will be presented with a breakdown by cash subsidy and implied subsidy. We will assume the City will fully fund the ARC for the implied subsidy in addition to the ARC for the cash subsidy unless the City informs us otherwise before the valuation is begun.
- For full-consulting valuations:
  - We will include a "gain/loss" analysis showing the reasons for changes in the Actuarial Accrued Liability and funded status since the last valuation.
  - We will include a 10-year projection of the ARC, Unfunded Actuarial Accrued Liability, and funded status to assist the City with plan management, allowing it to assess the effectiveness of its current funding strategy.
  - We will have one meeting with the City to review the valuation results and will provide a preliminary valuation results discussion outline for the meeting.
- We will provide the actuarial certification, funding policy certification, and Excel valuation information spreadsheet required by CalPERS for agencies funding with CERBT along with a certified final valuation results discussion outline.
- There will be no additional charges for expenses (e.g., telephone, copying, travel etc.) for the June 30, 2015 valuation and preliminary results meeting for a full-consulting valuation.
- We will invoice the City monthly based on time incurred, subject to the above maximum fee.

Our fee estimate may be higher if:

- The City has changed its retiree healthcare plan design, healthcare providers, or healthcare plan options since the January 1, 2013 actuarial valuation. (If the City has made any changes to the retiree healthcare plan since the January 1, 2013 valuation, it should provide us those changes so we can revise our fee estimate, if necessary.)
- Participant census data is not complete, accurate, or is not provided in an Excel workbook with one record per participant.
- Results are needed separately for additional employee groups.
- Results are needed for alternative actuarial assumptions or methods, contribution policies, or plan designs.
- The City decides to implement the requirement to include the implied subsidy early for the 2015/16 fiscal year. The 2015/16 ARC was determined by the prior January 1, 2013 actuarial valuation. If the



City would like us to include the implied subsidy in the 2015/16 ARC, it should let us know before the valuation is begun.

- Results are needed for changes in GASB's OPEB accounting rules. GASB is currently working on revisions to GASB 45 and anticipates issuing a final statement in June 2015. We expect the new accounting standard will be effective for the City's 2017/18 fiscal year. Our estimated fees do not include our charges for additional work needed to comply with revisions to the OPEB accounting standards. We can provide a fee estimate for 2017/18 accounting information after the revised accounting standard is final.
- The City requests an executive summary. Our estimated fee is \$1,500 for an executive summary.
- The City asks us to review its draft OPEB footnote. Our charges will be based on our billing rates and the time needed for the review.
- The City selects a compliance-only valuation and later requests more than one hour of consulting time or a valuation presentation meeting. Our fee for additional consulting will be based on our hourly billing rates and the time needed.
- The City requests additional meetings. Our fee for additional meetings will be based on our billing rates, the time needed for the meetings, any additional presentation material needed, and preparation time.
- The City decides to make changes that will affect valuation results after the valuation is begun or requests additional work after the valuation is completed, including changing plan provisions, actuarial assumptions or methods, healthcare plan options, funding policy, investment policy, OPEB trust, or any of the data provided for the valuation.

#### Data Requirements

In order for us to begin the OPEB valuation, please provide:

- Written summary of the City's retiree healthcare plan and other OPEB provisions, including a description of the City's contributions for active and retired employees if they have changed since the January 1, 2013 actuarial valuation. This summary will be used as the basis of retiree healthcare benefits and other OPEB provided by the City for the June 30, 2015 actuarial valuation.
- Copies of the most recent MOUs for bargained employee groups and agreements for unrepresented groups if not available on the City's website.
- Total City pay-as-you-go costs for retiree healthcare benefits for 2013/14 and 2014/15. Also, provide an estimate for 2015/16 if the City has prepared one for budgetary purposes.
- The City's draft 2015 OPEB financial statement footnotes and required supplementary information when available.
- The City's most current CalPERS PEMHCA resolution(s).
- The City's most recent CalPERS health premium invoice, including a list of the City's contribution for each employee and retiree.
- All quarterly and annual CERBT trust statements through June 30, 2015 including contributions and dates made.
- Active and retired participant data as of the June 30, 2015 valuation date in an Excel workbook format. Active and retired participant information can be provided on separate worksheets.
  - Active Data - name, employee number (not Social Security number), gender, birth date, hire date, healthcare plan, single/2-party/family coverage, CalPERS pension plan category (Miscellaneous, Safety), CalPERS pension plan tier (e.g. 2.5%@55, 2%@62, 3%@50, 2.7%@57, etc.), total CalPERS service including service at other agencies (if available), bargaining or employee group



(Miscellaneous, Police, and City Council if eligible), employee classification (full-time, part-time), OPEB eligibility (e.g., City Council and part-time employees not eligible for CalPERS may not be eligible for OPEB), and 2014/15 PERSable compensation. Include any active employees who have waived healthcare coverage.

We request PERSable payroll for the prior fiscal year so the ARC as a percentage of payroll will be comparable to that provided by CalPERS for the City's pension plan. The City can provide a different amount for payroll, such as base pay, if more convenient, but the ARC as a percentage of payroll may not be on the same basis as presented by CalPERS for the pension plan.

- Retiree Data - name, employee number (not Social Security number), gender, birth date, retirement type (service retirement, disability retirement, surviving spouse), retirement date, healthcare plan, single/2-party/family coverage, CalPERS pension plan category (Miscellaneous, Safety), bargaining or employee group (Miscellaneous, Police, Fire, and City Council if eligible), spouse's birth date (if available), Medicare eligibility (if available), portion of premium paid by the City, and portion of premium paid by the retiree. Include any retirees or surviving spouses of retirees who have waived coverage.
- CalPERS PEMHCA Data Extract - We recommend the City provide the above participant census data by requesting a copy of its June 30, 2015 CalPERS PEMHCA database by downloading and submitting the CalPERS "GASB 45 Data Extract Request and Non-Disclosure Agreement" and the "GASB 45 Data Extract Receiving Party Sending Electronic Information Agreement" from the CalPERS website ([www.calpers.ca.gov/index.jsp?bc=/employer/retiree-ben-trust/data-extract.xml](http://www.calpers.ca.gov/index.jsp?bc=/employer/retiree-ben-trust/data-extract.xml)). This data extract may be helpful to the City in assembling the employee census information requested above, including retirees who waived coverage. If the City wants us to use the CalPERS data extract for the valuation, it should add:
  - 2014/15 PERSable compensation to each active record.
  - Medicare eligibility, if available.
  - Bargaining unit or employee group to each active and retiree record.
  - Any employer contribution in excess of that reported by CalPERS to each retiree record.
  - Employer contribution to any retiree record that shows the retiree waived PEMHCA coverage if the City provides a contribution for coverage under a non-PEMHCA healthcare plan.

Please indicate additions or changes to the original data extract, for example, by color. Do not make changes to the data extract for events such as new hires, terminations, and retirements after the valuation date. Please send us both the original data extracts provided by CalPERS and the files with your changes.

- Our fee estimate assumes the City will merge and reconcile all data files and provide one census file with one complete record for each employee and eligible retiree in an Excel workbook. If the City needs our help to merge and reconcile data, our fees will be higher.
  - In order to maintain confidentiality, please do not provide Social Security numbers on any of the information provided. We will delete any files that include Social Security numbers and request revised files.
- We may need additional data depending on our review of the City's retiree healthcare plan design.

### Timing

Normally, we will need 4 to 6 weeks to complete the valuation after we receive all the requested information and the City replies to any questions we may have after our initial review of the data provided. The City should therefore provide the requested data early enough so we can complete the valuation in time to meet any needs the City may have for the valuation results.

Susie Woodstock  
April 3, 2015  
Page 6



We look forward to continue working with you and the City. Please call me at 650-377-1610 with any questions.

Sincerely,

Joseph R. D'Onofrio, FSA  
Assistant Vice President

O:\Clients\City of Newark\Proposals\2015\BA NewarkCi 15-04-03 OPEB 15-06-30 valuation proposal letter.docx

L. Appropriations



City of Newark

MEMO

**DATE:** June 26, 2015

**TO:** City Council

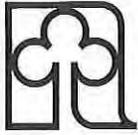
**FROM:** Sheila Harrington, City Clerk

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of July 9, 2015.

**REGISTER OF AUDITED DEMANDS**

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
June 19, 2015	Pages 1-2	105021 to 105095	Inclusive
June 12, 2015	Pages 1-2	105096 to 105162	Inclusive



**City of Newark**

**MEMO**

**DATE:** June 26, 2015

**TO:** Sheila Harrington, City Clerk

**FROM:** Susie Woodstock, Administrative Services Director *SWD*

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of July 9, 2015.

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

**RECEIVED**  
JUN 30 2015  
CITY CLERK

Final Disbursement List. Check Date 06/19/15, Due Date 06/29/15, Discount Date 06/29/15. Computer Checks.  
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105021	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	06/19/15	5,083.00	AL CO HAZMAT FEES
105022	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	06/19/15	705,351.58	FIRE SERVICES CONTRACT
105023	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	06/19/15	1,438.50	CITATION PROCESSING
105024	344	ALAMEDA COUNTY WATER DISTRICT	06/19/15	2,046.51	WATER HYDRANT METERS
105025	12	ALLIED AUTO STORES INC	06/19/15	646.19	MISC AUTO PARTS
105026	14	ALPINE AWARDS	06/19/15	1,578.10	T-SHIRTS
105027	11294	AMERICAN TECHNOLOGIES, INC CORPORATE OFF	06/19/15	2,882.41	REMEDIATION SERVICES
105028	348	AT&T	06/19/15	774.38	ANNUAL TELECOM FY2014-15
105029	134	BATTERY SYSTEMS	06/19/15	370.24	FY14-15 VEHICLE BATTERIES
105030	381	BAY AREA NEWS GROUP EAST BAY	06/19/15	334.62	PH NOTICES FY 2014-15
105031	381	BAY AREA NEWS GROUP EAST BAY	06/19/15	689.94	LEGAL ADS
105032	381	BAY AREA NEWS GROUP EAST BAY	06/19/15	215.60	LEGAL NOTICE ADS FOR TREE MAINTENANCE CO
105033	9680	BAY CENTRAL PRINTING	06/19/15	158.23	PRINTING SERVICES
105034	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	06/19/15	1,325.00	OFFICIATING
105035	23	FRANK BONETTI PLUMBING INC	06/19/15	1,275.58	SECOND CHANCE PLUMBING REPAIR
105036	2970	MICHAEL BONNIE COMPUTER CONSULTING GROUP	06/19/15	375.00	BLDG PERMIT MAINTENANCE AND SUPPORT
105037	1521	MICHAEL CARROLL	06/19/15	136.70	COMMAND COLLEGE
105038	33	CENTRAL TOWING & TRANSPORT LLC	06/19/15	70.00	FY14-15 TOWING
105039	11292	JANETT CERDA	06/19/15	27.00	REPLACEMENT DL
105040	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	06/19/15	703.00	FUEL
105041	806	CLASSIC SIGNS	06/19/15	12.13	BRASS PLATE FOR EE OF THE YEAR AMY DAVIS
105042	5382	COST RECOVERY SYSTEMS INC	06/19/15	8,500.00	STATE PRA FEES
105043	10650	GINO TORREZ	06/19/15	4,104.00	EVIDENCE RETURN
105044	10793	MARIE MILLER	06/19/15	125.00	COURSE CXLD
105045	63	THE GOODYEAR TIRE & RUBBER CO	06/19/15	5,720.92	TIRES
105046	10794	DUKE DE LEON	06/19/15	300.00	VIDEO SERVICES
105047	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	06/19/15	503.00	FINGERPRINTING FEE ANNUAL PURCHASE ORDER
105048	2135	STATE OF CALIFORNIA, DEPT OF INDUSTRIAL	06/19/15	1,341.25	ANNUAL INSPECTIONS
105049	1778	EARLYCHILDHOOD LLC DBA DISCOUNT SCHOOL S	06/19/15	1,753.35	SUPPLIES FOR PRESCHOOL
105050	310	EQUIFAX INFORMATION SVCS LLC	06/19/15	51.68	CREDIT CHECK FEE ANNUAL PURCHASE ORDER
105051	9126	FINIS INCORPORATED	06/19/15	1,181.57	RETAIL ITEMS
105052	11224	FREMONT RECYCLING & TRANSFER STATION	06/19/15	11,054.60	GARBAGE SERVICES CY2015
105053	2215	FREMONT WHEEL & BRAKE	06/19/15	552.80	WHEEL ALIGNMENT
105054	11157	JASON GERMANO	06/19/15	200.00	RESERVE UNIF ALLOWANCE
105055	4898	DUNCAN HALL	06/19/15	159.26	COMMUNICATIONS TRAINING OFFICER
105056	11290	HAWK ANALYTICS INC	06/19/15	3,995.00	UB CELL PHONE MAPPING AND ANALYSIS
105057	4845	HINDERLITTEH DELLAMAS & ASSOCIATES	06/19/15	6,239.38	SALES TAX CONSULTING/AUDIT SERVICES
105058	11189	HELMETS R US	06/19/15	390.00	TOW FUND PURCHASE
105059	1591	PHILIP H HOLLAND	06/19/15	200.00	RESERVE UNIF ALLOWANCE
105060	11268	HEIDI HORNER	06/19/15	85.43	DISPATCHER CRITICAL INCIDENT TRNG
105061	7593	BRUCE HOWCROFT	06/19/15	200.00	RESERVE UNIF ALLOWANCE
105062	263	INTELLI-TECH INTELLIGENT TECHNOLOGIES AN	06/19/15	456.00	HALON ROOM MAINTENANCE
105063	10930	TIMOTHY JONES	06/19/15	143.14	MALL STOREFRONT SUPPLIES
105064	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	06/19/15	12,028.37	WORKER'S COMPENSATION REIMBURSEMENT ANNUA
105065	8670	JOELLA KAPU	06/19/15	85.43	DISPATCHER CRITICAL INCIDENT TRNG
105066	1469	KING KOVERS OF FREMONT	06/19/15	3,907.80	REUPHOLSTER AQ LOBBY COUCHES
105067	7964	KNORR SYSTEMS INC	06/19/15	3,291.57	CHEMICAL PURCHASES
105068	5884	TINA KNUTSON	06/19/15	174.90	FBI HNT COURSE
105069	6343	LAURA LEWIS	06/19/15	80.30	COMMUNICATIONS TRAINING OFFICER
105070	10920	MOUNTAIN MIKE'S PIZZA	06/19/15	104.27	SPECIAL EVENT FOOD
105071	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	06/19/15	764.30	FY14-15 AUTO SUPPLIES

Final Disbursement List. Check Date 06/19/15, Due Date 06/29/15, Discount Date 06/29/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105072	10865	NEW IMAGE LANDSCAPE	06/19/15	22,212.09	PROJECT 1007C LANDSCAPE MAINT PROJECT
105073	11089	NEWPARK AUTO SERVICE	06/19/15	105.00	VEHICLE REPAIR
105074	11272	NICHOLAS CUEVAS	06/19/15	155.00	EDUCATIONAL REIMBURSEMENT FOR BUS317 CLA
105075	172	ORIENTAL TRADING COMPANY, INC	06/19/15	719.90	SUPPLIES FOR PRESCHOOL
105076	349	PACIFIC GAS & ELECTRIC	06/19/15	52,734.94	FY14-15 GAS/ELECTRIC CHARGES
105077	2460	PERS LONG-TERM CARE PROGRAM	06/19/15	67.54	PAYROLL PREMIUMS
105078	10932	PETERSEN	06/19/15	54.50	MISC PARTS
105079	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	06/19/15	710.27	PETTY CASH REPLENISHMENT-PD
105080	329	PHOENIX GROUP INFORMATION SYSTEMS	06/19/15	222.10	PARKING CITATION PROGRAM
105081	10683	PITNEY BOWES GLOBAL FINANCIAL SRVCS	06/19/15	1,741.05	MAIL MACHINE LEASE/SUPPLIES
105082	9811	REDFLEX TRAFFIC SYSTEMS	06/19/15	2,128.52	REDLIGHT CAMERA MONITORING
105083	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	06/19/15	760.92	SUPPLIES FOR PRESCHOOL
105084	112	WILLE ELECTRICAL SUPPLY CO INC	06/19/15	669.84	MISC ELECTRICAL SUPPLIES
105085	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	06/19/15	135.00	PAYROLL WITHHOLDING
105086	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	06/19/15	150.00	PAYROLL WITHHOLDING
105087	11231	SURE FIRE PROTECTION CO, INC	06/19/15	9,728.55	FIRE SPRINKLER UPGRADES
105088	11273	TRUCK VAULT INC	06/19/15	1,345.00	UB LOCKBOX FOR MCTF VEHICLE
105089	5246	TURF STAR INC	06/19/15	483.70	MISC PARTS
105090	7517	U S FOODS INC SAN FRANCISCO	06/19/15	543.26	CAFE PURCHASES
105091	10968	UTILITY TELEPHONE	06/19/15	16,396.46	YEAR END TELECOM FY2014-15
105092	5623	VERIZON WIRELESS	06/19/15	629.53	CELLULAR SERVICE & EQUIPMENT FY2014-15
105093	11160	VIEVU	06/19/15	207.13	TECHNOLOGY MAINT
105094	7684	WARNACO SWIMWEAR GRP/AFC	06/19/15	135.77	RETAIL GOGGLES AND SWIM CAPS
105095	7308	WINGFOOT COMMERCIAL TIRE DBA GOODYEAR CO	06/19/15	642.05	FY 14-15 TIRES
Total				905,865.15	

Final Disbursement List. Check Date 06/26/15, Due Date 07/06/15, Discount Date 07/06/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
05096	7922	AARP ATTN ANNETTE PAREDES	06/26/15	135.00	MATURE DRIVING COURSE
05097	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	06/26/15	446.50	BACKGROUND CHECKS
05098	10027	AD SERVICES	06/26/15	65.00	COURIER SERVICES
05099	1774	AIRGAS USA, LLC	06/26/15	49.87	FY14-15 WELDING SUPPLIE
05100	284	TREASURER OF ALAMEDA COUNTY INFORMATION	06/26/15	3,423.11	AWS ACCESS FEES
05101	5821	ALL CITY MANAGEMENT SERVICES, INC	06/26/15	3,124.17	CROSSING GUARD SVCS
05102	411	AIG BENEFIT SOLUTIONS	06/26/15	680.80	LIFE INSURANCE PREMIUM ANNUAL PURCHASE O
05103	8317	ARBORPRO INC	06/26/15	1,750.00	ARBORPRO ANNUAL MAINTENANCE
05104	134	BATTERY SYSTEMS	06/26/15	398.45	FY14-15 VEHICLE BATTERIES
05105	5337	CDW GOVERNMENT INC	06/26/15	1,995.00	NETMOTION MAINTENANCE; QUOTE #FZFG603
05106	6304	CLASSIC GRAPHICS T & J LEWIS INC.	06/26/15	1,118.24	VEHICLE REPAIR
05107	10970	COCA COLA REFRESHMENTS UNION CITY SALES	06/26/15	317.70	CAFE BEVERAGE SERVICE
05108	10650	FREDERICK ARREDONDO	06/26/15	8.43	UUT REFUND
05109	10650	DALE HANSON	06/26/15	104.16	UUT EXEMPTION REFUND
05110	10793	NEWARK ROTARY ATTN: DAVID BENOUN	06/26/15	300.00	RENTAL DEPOSIT RTN
05111	10793	WILLIAM LIBBRECHT	06/26/15	59.00	SR TRIP CXLD
05112	10793	ELVA VAN BUSKIRK	06/26/15	59.00	SR TRIP CXLD
05113	10793	BARBARA HADDIX	06/26/15	59.00	SR TRIP CXLD
05114	10793	SUE MCMILLEN	06/26/15	59.00	SR TRIP CXLD
05115	10793	MARCIA KYONO	06/26/15	54.00	SR TRIP CXLD
05116	10793	CONNIE RIMBEY	06/26/15	108.00	SR TRIP CXLD
05117	10793	WALTER LIGHTFOOT	06/26/15	59.00	SR TRIP CXLD
05118	10793	AARON JONES	06/26/15	550.00	LEAGUE CXLD
05119	10793	DALE MILLER	06/26/15	75.00	LEAGUE CXLD
05120	10793	DE'SHANAY STARKS	06/26/15	52.00	BDAY DEPOSIT RTN
05121	10793	HALLEY SKAF	06/26/15	100.00	BDAY DEPOSIT RTN
05122	10793	GINA MORTON	06/26/15	30.00	PARTIAL RENTAL FEE RTN
05123	63	THE GOODYEAR TIRE & RUBBER CO	06/26/15	550.56	FY14-15 TIRE PURCHASES (MARCH-JUNE)
05124	1778	EARLYCHILDHOOD LLC DBA DISCOUNT SCHOOL S	06/26/15	909.10	SUPPLIES FOR PRESCHOOL
05125	11015	EAST BAY LAWN MOWER	06/26/15	741.15	FY14-15 SMALL ENGINES & TOOLD
05126	10478	EUGENE'S HOME APPLIANCE SERVICE	06/26/15	247.92	FY14-15 YE APPLIANCE REPAIR
05127	10642	FASTENAL COMPANY	06/26/15	38.22	FY14-15 YE MISC SUPPLIES
05128	1120	FORENSIC ANALYTICAL SCIENCES, INC	06/26/15	370.00	LAB TESTS
05129	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	06/26/15	427.68	FY14/15 SHARED TRAFFIC SIGNAL COSTS
05130	11112	FREMONT DEL GRANDE INC	06/26/15	90,636.78	DEALERSHIP INCENTIVES
05131	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	06/26/15	412.00	SDC TRIP JUNE 18
05132	8762	GHA TECHNOLOGIES INC	06/26/15	124.83	CARTRIDGE
05133	7783	GOLDEN WEST TRAVEL INC	06/26/15	7,373.00	SR TRIP 6/22/15
05134	11293	HOTSY PACIFIC	06/26/15	5,500.00	PRESSURE WASHER
05135	6322	HY FLOOR AND GAMELINE PAINTING INC	06/26/15	2,661.00	REFINISH FLOORS AT SILLIMAN
05136	6009	JT2 INTEGRATED RESOURCES ATTN: CLAIMS AC	06/26/15	21,832.84	WORKER'S COMPENSATION REIMBUREMENT
05137	5069	KIDZ LOVE SOCCER	06/26/15	7,729.80	RECREATION CONTRACT
05138	9904	CYNTHIA M KIRBY	06/26/15	1,200.00	POLYGRAPH TEST SERVICES FOR POLICE SERVI
05139	277	LAKESHORE LEARNING MATERIALS	06/26/15	1,550.96	SUPPLIES FOR PRESCHOOL
05140	293	LANGUAGE LINE SERVICES INC	06/26/15	485.27	INTERPRETATION SVCS
05141	190	LC ACTION POLICE SUPPLY LTD	06/26/15	584.46	SWAT UNIFORMS
05142	711	LEXISNEXIS	06/26/15	160.00	LEGAL ONLINE RESOURCE
05143	11246	LOOMIS ARMORED	06/26/15	748.50	ARMORED CAR SERVICE Reinstated from clai
05144	11048	MURPHY, PEARSON, BRADLEY & FEENEY	06/26/15	682.50	LEGAL CONSULTING
05145	324	NEWARK CHAMBER OF COMMERCE	06/26/15	6,235.75	CHAMBER EXPENSES
05146	172	ORIENTAL TRADING COMPANY, INC	06/26/15	530.62	SUPPLIES FOR PRESCHOOL

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105147	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	06/26/15	299.00	PEST CONTROL
105148	1017	RONALD POSADAS	06/26/15	182.97	TRAINING EXPENSES
105149	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	06/26/15	196.44	SPECIFICATIONS PRINTING FOR PROJECT 1093
105150	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	06/26/15	407.70	VEHICLE CHANGE OVER
105151	10668	PRUDENTIAL OVERALL SUPPLY	06/26/15	1,307.40	FY14-15 MATS/TOWELS/UNIFORMS
105152	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	06/26/15	4,638.80	LEGAL SERVICES
105153	11277	SHRED-IT USA	06/26/15	112.93	SHREDDING SVCS
105154	377	SIMON & COMPANY INC	06/26/15	1,920.99	LEGISLATIVE SERVICES
105155	220	SONITROL	06/26/15	1,041.00	FY14-15 MONITORING
105156	11223	SOUTHERN COMPUTER WAREHOUSE INC	06/26/15	6,857.19	EQUIPMENT REPLACEMENT PCS (QTY 10)
105157	40	STAPLES ADVANTAGE DEPT LA	06/26/15	18,530.75	CITYWIDE OFFICE SUPPLIES/FURNITURE
105158	9476	YSERCO INC	06/26/15	3,587.00	SILLIMAN YEARLY
105159	11262	AMY TEO	06/26/15	53.00	RECREATION CONTRACT
105160	10318	SHANNON TODD	06/26/15	1,680.54	FBI BASIC COURSE EXPENSES
105161	88	UNITED ROTARY BRUSH CORPORATION	06/26/15	2,013.91	FY14-15 STORM DRAIN CLEAN/EQUIP REPAIRS
105162	5623	VERIZON WIRELESS	06/26/15	486.14	PURCHASE OF IPADS/ IPAD SERVICE
Total				210,229.13	