A. ROLL CALL

B. MINUTES

   B.1 Approval of Minutes of the regular City Council meeting of Thursday, January 26, 2017. (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

   C.1 Introduction of employees.

D. WRITTEN COMMUNICATIONS

   D.1 Zoning Administrator referral of an Administrative Special Civic Review for additions to a single-family residence at 5255 Orkney Court – from Assistant Planner Bowab. (REVIEW OPTIONAL)

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

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

   F.1 Approval of the allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for Fiscal Year 2017-18 – from Associate Planner Sofia Mangalam. (MOTION)
F.2 Acceptance of public improvements for Tract 8165 (Equinox), a 15-unit, 16-lot single-family residential subdivision by Continental Residential, Inc., located on Birch Street between Jacaranda Drive and Peppertree Court – from Public Works Director Fajeau. (RESOLUTION)

F.3 Authorization for the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2017 Music at the Grove Program – from Recreation and Community Services Director Zehnder. (RESOLUTION)

F.4 Authorization for the Mayor to sign a contractual services agreement with Hinderliter, de Llamas and Associates (HdL) for sales, use, tax and transaction tax audit and information services – from Administrative Services Director Woodstock. (RESOLUTIONS-2)

NONCONSENT

F.5 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Years 2016-2017 and 2017-2018 for General Revisions and Revenue Forecast Increases – from Administrative Services Director Woodstock. (RESOLUTION)

F.6 Approval to reorganize the Public Works Building Inspection Division by adding an Assistant Building Official and reclassifying one Senior Administrative Support Specialist to Administrative Assistant by amending the Employee Classification Plan, the Compensation and Benefit Plan for City Officials, Management, Supervisory and Professional Employees, and the 2016-2018 Biennial Budget – from Human Resources Director Abe. (RESOLUTIONS – 3)

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 February 9, 2017. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.
Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

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

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

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

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

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

City Council meetings are cablecast live on government access channel 26 and streamed at http://newarkca.pegsystem.com.
Agendas are posted pursuant to Government Code Section 54954.2. Supporting materials are available at the Newark Library, in the City Clerk’s office or at www.newark.org on the Monday preceding the meeting. For those persons requiring hearing assistance, or other special accommodations, please contact the City Clerk two days prior to the meeting.
A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, January 12, 2017.

MOTION APPROVED

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

C. PRESENTATIONS AND PROCLAMATIONS

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

F.1 Presentation on Pension and Other Post-Employment Benefits.

Administrative Services Director Woodstock gave a presentation (on file with City Clerk) on how the California Public Employees' Retirement System (CalPERS) continues to experience less than projected investment returns and take actions that affect the rates the City pays into the system. The other post-employment benefit is the PEMCA minimum of $128 per month for retirees who purchase their medical insurance through PERS. The plan has a currently funded status of 45% as many retirees purchase their medical insurance outside of PERS and do not receive the benefit.

Administrative Services Director Woodstock recommended the following polices for the City Council to consider at a future meeting:
• Contribute no less than 100% of actuarially determined contribution annually
• Target funding at 90 to 100% of actuarial accrued liability
• Use 20 year alternate amortization schedule for current unfunded accrued liability
• As possible, amortize all gains/losses no longer than a 20 year, closed period
• Establish the PERS reserve with a strategy to avoid phase-in periods and provide economic relief during recessionary cycles
• Dedicate a portion of surplus funds to accelerate payment on unfunded liabilities.

Vice Mayor Bucci requested that staff include an option to pay down part of the unfunded liability when the policies were brought back to Council.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy announced that he would adjourn the City Council meeting in memory of Police Officer Oskar Reyes. The entire City Council extended their condolences.

Council Member Collazo stated that she would pray for the whole nation after everything that has happened this week.

Council Member Hannon thanked the volunteers who assisted during the recent storm. He stated that a few Rotary Club Crab Feed tickets were still available for this weekend’s event.

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

K. ORAL COMMUNICATIONS

Gregory Lemos stated that the Alameda County Water District’s unfunded accrued liability is $100,000,000. He requested that a sign be placed at Smith Avenue and Cedar Boulevard alerting drivers to the pedestrian crosswalk.

L. APPROPRIATIONS
Approval of Audited Demands for the City Council meeting of January 26, 2017.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 109879 to 110047.

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

M. CLOSED SESSION

M.1 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case – from Human Resources Director Abe and City Attorney Benoun.

At 8:48 p.m. the City Council recessed to a closed session.

At 8:56 p.m. the City Council convened in closed session.

At 9:06 p.m. the City Council reconvened in open session with all Council Members present.

N. ADJOURNMENT

At 9:06 p.m. Council Member Hannon moved, Council Member Collazo seconded, to adjourn the City Council meeting, in memory of Police Officer Oskar Reyes. The motion passed, 5 AYES.
C.1 Introduction of employees.

Background/Discussion – Deputy Community Development Director Art Interiano, Deputy Fire Marshall Andrew Lee, and Fire Code Compliance Officer Orlando Aguon will be at the meeting to be introduced to the City Council.
D.1 Zoning Administrator referral of an Administrative Special Civic Review for additions to a single-family residence at 5255 Orkney Court – from Assistant Planner Bowab.

(REVIEW OPTIONAL)

Background/Discussion – The subject site is on the southwest end of Orkney Court, west of Lundy Drive, and backs up to Lakeshore Park. Because the property is zoned R-8000-SC (Low Density Residential – 8,000 District – Special Civic), design review approval is required. The project consists of a new 176 square foot office/guestroom, a 56 square foot kitchen expansion, a 108 square foot living room expansion to the front of the home, a new 68 square foot closet, and two new bathrooms adding approximately 174 square feet. The new exterior building materials, architectural treatments, and colors will match the existing home. The applicant has obtained letters from all the property owners within 100 feet of the subject site stating that they do not object to the project.

The Zoning Administrator has approved the project subject to the following condition: “The owner and/or contractor shall implement all applicable Storm Water Quality Best Management Practices for the duration of all work activity. Additional best management practices may be required by the City Engineer to minimize the pollution of storm water runoff from the project area. A note to this effect shall appear on the building permit plans.”

Environmental Review

This project is categorically exempt from the California Environmental Quality Act (CEQA) per section 15301, Class 1, additions to existing facilities.

Attachment

Update – This item was presented to the Planning Commission at its January 24, 2017 meeting as an informational item.

Action – City Council review of this item is optional.
5255 Orkney Court
Newark, CA 94560

Remodel Single Family Residence

PROJECT INFORMATION
Client: Gurpreet Bhandal
Phone: 510-229-6837
Email: bhandalgurdeep@yahoo.com

Jurisdiction: City of Newark
APN: 92A-2590-9
Type: VB

Lot Size: 9,017 sq ft
Existing Floor: 2,123 sq ft
New Floor: 2,637 sq ft
Addition: 514 sq ft

Floor Area Ratio: 4.369 sq ft
Non-habitable space (garage): 706 sq ft
Landscape Coverage: 663 sq ft

Architect:
Patrick J. Burger mobile: 415-595-5457
441 Banbury Street Hayward, CA 94544
415-817-9969 office: 888-292-8828

Structural Engineer:
Zanith Engineers Inc.
441 Banbury Street Hayward, CA 94544
415-975-1666 Fax: 415-500-9853
22320 Foothill Blvd, Suite #600, Hayward CA 94544

Civil Engineer:
Hale & Associates mobile: 415-565-5457
1441 W. 7th Street San Pedro, CA 90732
888-292-8828 office: 92A-2590-9

Title 24 Consultant:
Gurpreet Bhandal mobile: 510-229-6837
Gurpreet@Gurpreet.com

Architect:
Patrick J. Burger mobile: 415-565-5457
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Gurpreet@Gurpreet.com

Scope of Work:
The total square footage proposes on adding is limited to 814 sq ft. The existing residence is 2,123 square feet, and with our proposed addition, the final square footage will be 2,637.

1. On the first floor plan on expanding the kitchen by adding approximately 56 sq ft, at the right, rear of the dwelling, and adding an Office/Guest Bedroom of approximately 176 sq ft, at the left, rear of the dwelling. Neither of these additions are visible from the street side. Expand the Living Room slightly, adding to the front of the dwelling, a space of approximately 108 sq ft. Moving the front entry steps a few feet forward, and accentuating the entryway with arched columns, keeping the same roofline as now exists.

2. On the second floor, adding a closet addition at the left side, rear - of approximately 88 sq ft., and adding an addition of approximately 174 sq ft. to the right, rear side.

Appliable Codes:
List of Applicable Codes (2013 CBC):
The Current Codes adopted, 2013 California Building Code:
Part 1 California Administrative Code
Part 2 California Building Code, Volumes 1 & 2
Part 3 California Residential Code
Part 4 California Electrical Code
Part 5 California Mechanical Code
Part 6 California Plumbing Code
Part 7 California Energy Code
Part 8 California Historical Building Code
Part 9 California Fire Code
Part 10 California Building Standard Code
Part 11 California Green Building Standard Code
Part 12 California Reference Standard Code
CONTRACTOR NOTE:

These drawings are Contract Documents. The Contractor is legally bound to conform to every part of the drawings, general conditions and specifications, soils report (if one is included) and Title 24 energy report, unless a letter signed by both owner and contractor (and approved by the architect) excuses the contractor from any of the obligations contained herein. The Architect is responsible for the content of the originally approved permit drawings, and any clarification information provided by his office upon request, but not responsible for the execution of the project (construction administration). The construction and completion of this work is the exclusive domain of the Contractor and Owner, to the satisfaction of the governing Building Inspector in complete accordance with these drawings. If field conditions vary from what is shown on the drawings, it is the Contractor’s responsibility to bring those differences to the attention of the Architect or Structural Engineer for determinations related to constructability, construction standards, safety or code compliance. This design is the exclusive property of, and may not be used in any form without the consent of Patrick Burger. Copies of these drawings may only be provided by the office of Patrick Burger.

In the spirit of ensuring the Project is built as it is intended by the Owner and designer, the Architect requests a minimum of one (1) site meeting at the Project address during or before layout of the addition bounds. We will mutually review the intentions of the project limits with regard to a review of the dimensions provided in the drawings, we will review and note any information not fully provided, (such as fireplace/chimney design, or crawl space access, or new vs. existing footings, etc.). If this is the only visit to the Project site by the Architect, it will satisfactorily eliminate conflicts caused by an absence of contact by the contractor with the Architect during the construction phase. The Architect can be reached at 415-595-5497.
Approval of the allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for Fiscal Year 2017-18 – from Associate Planner Sofia Mangalam.

Background/Discussion – The City of Newark’s anticipated allotment of Community Development Block Grant (CDBG) funds for Fiscal Year 2017-18 is still unknown. However, in order to meet the deadlines for approval by the U.S. Department of Housing and Urban Development (HUD), Newark needs to allocate the funds at this time. Therefore, we are using an estimate of $149,448 for planning purposes. This estimate is based on the most recent information from HUD and from historical funding levels. Actual funding could be greater or smaller than this amount. Newark’s CDBG funds are allocated by formula into three primary categories – General Administration ($7,800), Housing Rehabilitation ($38,340) and Jurisdiction Improvement Projects ($111,108).

The General Administration funds are used to reimburse the City for the expense of administering the CDBG funds. The Housing Rehabilitation funds are dedicated to two county-run programs that assist qualified homeowners with repairs to their homes (the Minor Home Repair Program and the Owner Rehabilitation Program). The Jurisdiction Improvement Project funds are available to the City for qualifying projects.

Recommendations for use of 2017-18 Jurisdiction Improvement Funds
The Community Development Advisory Committee (CDAC) met on January 31, 2017 to review the status of CDBG projects and to determine the recommended allocation of Jurisdiction Improvement funds for fiscal year 2017-18. At that meeting, the CDAC voted unanimously to recommend that the City Council allocate $111,108 to the Path Parkways Resurfacing for ADA Access Project No. 1175. This project is part of the City’s 2013 update to the City of Newark’s ADA Transition Plan. The ADA Transition Plan lists improvements that are needed to City parks and facilities for compliance with current Americans with Disabilities Act Standards.

Attachment - None

Action - It is recommended that the City Council, by motion, approve the allocation of anticipated CDBG Jurisdiction Improvement Project funds of estimated $111,108 for Fiscal Year 2017-18 to the Path Parkways Resurfacing for ADA Access Project No. 1175.
Acceptance of public improvements for Tract 8165 (Equinox), a 15-unit, 16-lot single-family residential subdivision by Continental Residential, Inc., located on Birch Street between Jacaranda Drive and Peppertree Court – from Public Works Director Fajeau.

Background/Discussion – All public improvements have been completed for Tract 8165, a 15-unit, 16-lot single-family residential subdivision located on Birch Street between Jacaranda Drive and Peppertree Court. The public improvements on Birch Street included a new driveway opening for a private street (Allium Place), frontage sidewalk and landscaping, utility and storm drain connections, and an asphalt concrete pavement overlay. The new private street has been built to public street standards and will be owned and maintained by the Homeowners Association of Tract 8165.

Attachment

Action – It is recommended that the City Council, by resolution, accept the public improvements for Tract 8165 (Equinox), a 15-unit, 16-lot single-family residential subdivision by Continental Residential, Inc., located on Birch Street between Jacaranda Drive and Peppertree Court.
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE PUBLIC IMPROVEMENTS FOR TRACT 8165 (EQUINOX), A 15-UNIT, 16-LOT SINGLE- FAMILY RESIDENTIAL SUBDIVISION BY CONTINENTAL RESIDENTIAL, INC., LOCATED ON BIRCH STREET BETWEEN JACARANDA DRIVE AND PEPPERTREE COURT

WHEREAS, the City of Newark entered into an agreement with Continental Residential, Inc. on July 23, 2015 as authorized under Resolution No. 10,413, for the performance of certain work in connection with public improvements in Tract 8165, a 15-unit, 16-lot single-family residential subdivision on an approximate 1.82-acre site located at 38517 Birch Street between Jacaranda Drive and Peppertree Court; and

WHEREAS, the scope of public improvements on Birch Street included a new driveway opening for a private street, frontage sidewalk and landscaping, utility and storm drain connections, and an asphalt concrete pavement overlay; and

WHEREAS, said work has been completed in substantial compliance with the plans and specifications of the contract entered into heretofore and the City Engineer has recommended the acceptance of these public improvements on Birch Street; and

WHEREAS, additional work was completed on Allium Street, a private street to be owned and maintained by the Homeowners Association of Tract 8165, in substantial compliance with the plans and specifications; and

WHEREAS, Continental Residential, Inc. has furnished a Maintenance Bond (Warranty) in the amount of $63,000 for correction of any defective materials or workmanship.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the Maintenance Bond in the amount of $63,000 and that said public improvements on Birch Street are hereby accepted and that the City Council does hereby authorize the release of the Performance Bond in the amount of $625,000 and the Materials Bond in the amount of $313,000 guaranteeing the completion of work in Tract 8165.
Authorization for the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2017 Music at the Grove Program – from Recreation and Community Services Director Zehnder. (RESOLUTION)

Background/Discussion – Since 1987, the Recreation and Community Services Department has organized a summer concert series at Shirley Sisk Grove. Based upon the quality of service provided for the 1987 through 2016 concert series, staff recommends that the firm of Joel Nelson Productions, Inc. be retained to provide entertainment and production services for the four scheduled concerts. The proposed agreement requires that Joel Nelson Productions, Inc. will:

1. Provide four (4) live professional musical entertainment events at the Shirley Sisk Grove. Concerts will be held on Friday evenings, June 23, July 7, July 21, and August 4, 2017. With permission from City staff, concerts dates are subject to change.

2. Provide for all acts and talent as approved by City staff.

3. Provide on-site sound and stage managers at all concerts to coordinate and execute technical requirements.

4. Provide setup, installation, and maintenance of a stage for each concert. Stage for the 2017 concert series must be of professional quality, meet all ADA requirements, and will include commercial-grade scaffolding, shade cover, plywood backing and skirting. All stage surfaces to be painted black.

5. Provide professional setup, installation, and maintenance of all sound, audio, and electrical equipment for each concert.

6. Provide professional staffing to assist with day-of-event logistics.

The amount to be paid to Joel Nelson Productions, Inc., for all services described above is $27,300.00. Funding for the 2017 Music at the Grove concert series will be arranged through the Newark Betterment Corporation as well in-kind donations from local businesses and organizations including Homewood Suites, and Tri-City Voice.

Permission to use the parking lot area at NewPark Mall and the access roads will be finalized prior to the first concert on June 23, 2017.

Because the concerts are being sponsored totally by the City, liability coverage is provided under the City’s ABAG Plan. It should be noted that as part of the agreement with NewPark Mall, the City will have to indemnify them for losses, which may occur as a result of the concert’s activities. The indemnification will release NewPark Mall from any and all liability for Music at the Grove attendees who utilize the parking lot area.

Attachment
Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2017 Music at the Grove Program.
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH JOEL NELSON PRODUCTIONS, INC., FOR THE 2017 MUSIC AT THE GROVE PROGRAM

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 an agreement with Joel Nelson Productions, Inc., for the provision of 2017 Music at the Grove Program, said agreement on file in the Office of the City Clerk.
AGREEMENT

Agreement, made this (please insert day when executed), by and between JOEL NELSON, JOEL NELSON PRODUCTIONS, INC. (hereinafter called “JNP”), and the CITY OF NEWARK, a California corporation (hereinafter called “City”).

WITNESSETH

WHEREAS, the CITY OF NEWARK desires to expand and improve the recreational and cultural opportunities of the residents of the City of Newark; and

WHEREAS, the CITY OF NEWARK has determined that a summer concert series would serve to so expand the recreational and cultural opportunities of the residents of the City of Newark; and

WHEREAS, the CITY OF NEWARK has determined that an experienced and professional production company is necessary to produce the summer concert series; and

WHEREAS, JOEL NELSON, JOEL NELSON PRODUCTIONS, INC., offers the special knowledge and professional expertise to produce the summer concert series;

NOW THEREFORE, the CITY OF NEWARK and JOEL NELSON, JOEL NELSON PRODUCTIONS, INC., do hereby agree as follows:

1. JNP shall provide live musical entertainment in a professional manner at Shirley Sisk Grove, at Cedar Boulevard, at NewPark Mall, in the City of Newark, on Friday evenings, June 23, 2017; July 7, 2017; July 21, 2017 and August 4, 2017.

2. All acts, bands, entertainers and talents shall be selected by a joint committee from City and JNP. Final decisions will be based upon quality, availability, and costs.

3. JNP will provide City with duly executed copy of JNP’s contracts with all entertainers 60 days prior to the date of the first concert, which is scheduled for June 23, 2017.

4. In addition to its duties pursuant to Paragraph 1 hereof, JNP shall:
a. Provide staff to be available by telephone, computer, and mobile telephone to respond to needs and questions pertaining to the concert series at all reasonable times from the date of execution hereof to August 18, 2016.

b. Provide an on-site sound and stage manager at all concerts to coordinate and execute technical requirements.

c. Provide setup, installation, and maintenance of a stage for each concert to include one additional date of use on Sunday, July 16, 2017 for Mariachi Festival. Stage to be of professional quality, will meet all ADA requirements and will include scaffolding, shade roof, backing, and plywood skirt. All surfaces to be painted black. Stage must be installed at least one week prior to the first scheduled concert to be held Friday, June 23, 2017.

d. Provide setup, installation, and maintenance of all sound, audio, lighting, and electrical equipment for each concert. All equipment shall be of professional quality and meet or exceed all safety requirements.

e. Provide the City with a certificate of insurance showing worker’s compensation insurance as required by the Labor Code of the State of California and Employer’s Liability Insurance for all JNP personnel.

f. JNP 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, 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 tortious acts or omission, or willful misconduct of JNP, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of JNP 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 JNP 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 JNP or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Agreement JNP acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

g. Procure and maintain for the duration of the contract, 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 JNP, his agents, subcontractors, representatives, or employees.

(1) Minimum Scope of Insurance
Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

(b) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

(c) Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(2) Minimum Limits of Insurance
JNP shall maintain limits no less than:

(a) **General Liability**: $1,000,000 per occurrence for bodily injury, personal injury, and property damage (including operations, products and completed operations, as applicable). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(b) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(d) Errors and Omissions Liability: **NOT REQUIRED.**

(3) Deductibles and Self-Insured Retentions

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

(4) 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.

(5) Verification of Coverage

JNP shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City, or on other than the City's forms, those endorsements must conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(6) Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
(a) **Additional Insured's.** The City, its officers, officials, employees and volunteers are to be covered as insured: liability arising out of work or operations performed by or on behalf of JNP; or automobiles owned, leased, hired or borrowed by JNP.

(b) **Primary Insurance.** For any claims related to this project, the JNP’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers shall be excess of JNP’s insurance and shall not be contribute with it.

(c) **Notice of Cancellation.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

(d) **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 Civil Code.

(e) **Qualifications.** All insurance companies providing coverage to JNP 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.

(f) **Subcontractors.** JNP shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to all of the requirements stated herein.
(g) **Waiver of subrogation.** With respect to Workers’ Compensation and Employer’s Liability Coverage, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by JNP for the City.

(h) **Coverage is material element.** Maintenance of proper insurance coverage in conformity with the provisions of this paragraph 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.

(i) **Variation.** The Risk Manager of City may approve a variation in those insurance requirements upon determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City’s interest are otherwise fully protected.

h. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, JNP shall immediately notify the City Risk Manager’s office by telephone at 510-578-4300, and JNP shall promptly submit to the City’s Risk Manager a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of JNP’s insurance company, and (d) a detailed description of the damage and whether any City property was involved.

5. In consideration of the services to be provided by JNP, the City shall pay to JNP a fee of **$27,300.00.** Said fee is all-inclusive and represents all agency and contracting fees. All expenditures over and above the agreement amount shall be approved in written form prior to the expenditure. Receipts shall be provided for all purchases and services. Said fee shall be payable as follows:
a. $5,460.00 upon mutual execution of this agreement;
b. $5,460.00 on or after June 23, 2017;
c. $5,460.00 on or after July 7, 2017;
d. $5,460.00 on or after July 21, 2017;
e. $5,460.00 on or after August 4, 2017

6. In addition to the foregoing, the City's duties in regards to said concerts shall be to prepare the site, provide for audience, provide electrical power on the site, and provide audience security and crowd control.

7. Additionally, the City shall provide if requested by JNP, dressing room accommodations, and refreshments as deemed reasonable for each performance.

8. JNP will provide the City of Newark by February 17, 2017 the following information for each performer for each of the four scheduled concerts:
   a. One electronic publicity photo or artwork in jpeg format sent via email or provided on disk.
   b. Professional background on all performers.

9. JNP is an independent contractor and not an employee or servant of the City.

10. All persons not a party to this Agreement with whom JNP may contract in order to perform its duties under this Agreement, including but not limited to acts, bands, and entertainers and talents, are not employees or servants of the City nor do said persons have any contractual relationship with the City.

11. JNP agrees to comply with all federal, state, and local laws and ordinances.

12. JNP represents and warrants to City that it has all licenses, permits, and approvals of whatsoever nature that is legally required for JNP and the concert performers to perform this Agreement, including but not limited to payment of all royalties necessary to perform musical compositions or other copyright protected intellectual property. JNP represents and warrants to City that JNP shall, at its sole cost and expense, acquire and keep in effect at all times during the term of this Agreement any licenses, permits and approvals, which are legally required for JNP and the concert performers to perform this Agreement. In addition to the foregoing, JNP shall obtain and maintain the term hereof a valid City of Newark Business License.
13. Time is of the essence.
14. The parties agree that this Agreement shall be construed pursuant to the laws of the State of California and that in the event of any litigation regarding the performance of or the terms and conditions of this Agreement, venue shall be within the Fremont-Newark-Union City Municipal Court, or the Alameda County Superior Court, South County Branch, Hayward, California.
15. This instrument contains the entire Agreement of the parties. It may be modified only by an agreement in writing duly executed by the parties hereto.

JNP

CITY OF NEWARK
a California Municipal Corporation

By: ____________________________
JOEL NELSON,
JOEL NELSON PRODUCTIONS, INC.

By: ____________________________
MAYOR

ATTEST:

________________________
CITY CLERK

APPROVED AS TO FORM:

________________________
CITY ATTORNEY
Authorization for the Mayor to sign a contractual services agreement with Hinderliter, de Llamas and Associates (HdL) for sales, use, tax and transaction tax audit and information services – from Administrative Services Director Woodstock.

Background/Discussion – In December 2016, a Request for Proposal (RFP) for Sales, Use and Transaction Tax auditing and information services was issued. The consultant will continuously audit sales, use and transaction tax data submitted to the State Board of Equalization to ensure revenues are properly distributed to the City. The consultant will also provide sales tax forecasting and trend information as well as legislative information that relates to sales tax.

Two firms submitted proposals. A matrix was used to evaluate the proposals based on the criteria listed in the RFP of experience, ability to provide current services, ability to provide future services related to sales tax as may be needed, price of services, reputation and judgment of firm and responsiveness to the proposal. The firm of Hinderliter, de Llamas and Associates was selected. Hinderliter, de Llamas and Associates is one of the leading experts in this field and are very qualified to perform this service for the City.

There is a $650 monthly fee for on-going audit services, quarterly reports, and providing other sales tax related information services. There are also opportunities for HdL to receive a contingency for recovery work.

To accomplish the work described above, Hinderliter, de Llamas and Associates must be authorized by resolution to examine the State Board of Equalization records. Revenue and Taxation Code Section 7056 requires the use of tax records to be used only for the purpose of audit functions and all data must be kept confidential.

Attachment

Action - It is recommended that the City Council, by resolutions, authorize the Mayor to sign a Contractual Services Agreement with Hinderliter, de Llamas and Associates for Sales and Use Tax and Transaction and Use Tax Audit and Information Services and by separate resolution, authorize the examination of the Transaction (Sales) and Use Tax Records.
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN A CONTRACTUAL SERVICES AGREEMENT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES FOR SALES AND USE TAX AND TRANSACTION AND USE TAX AUDIT AND INFORMATION SERVICES

WHEREAS, to ensure sales, use and transaction tax revenues are properly distributed to the City of Newark a consultant is needed to continuously audit the records of the State Board of Equalization; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that the Mayor is hereby authorized to sign the contractual services agreement with Hinderliter, de Llamas and Associates for Sales and Use Tax and Transaction and Use Tax Audit and Information Services.
CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter “Agreement”) is made and entered into this day of __________, 20__ by and between the CITY OF NEWARK, a municipal corporation (“City”), and HINDERLITER, DE LLAMAS AND ASSOCIATES, (“Consultant”), collectively the “Parties”.

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: AUDITING AND INFORMATION SERVICES FOR SALES AND USE TAX AND TRANSACTIONS AND USE TAX

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

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

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

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

      Invoices shall be sent to:

      City of Newark
      Attn: 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 quarterly basis, or at such other times as may be specified in Exhibit “B”, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.
5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant’s Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

   **A. Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant’s performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City’s possession.
B. Consultant’s Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant’s accounting records shall include, at a minimum, all documents which support Consultant’s costs and expenses related to this Agreement, including personnel, subconsultants’ invoices and payments, and reimbursable expenses. Consultant’s accounting records shall be made available to City within a reasonable time after City’s request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement (“Work Product”), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant’s Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City. All information will be handled in compliance with Tax and Revenue Code Section 7056 which specifically details the confidential nature of Sales and Use Tax and Transaction and Use Tax data.

D. Tax and Revenue Code Section 7056 Confidentiality Requirements. Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records. The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

   i. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.

   ii. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

   iii. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

   iv. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

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:**
   
   (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; $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.

B. This Agreement may be terminated by either party, without cause, by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONSULTANT may continue to work through the date of termination. Upon Termination as provided herein, CONSULTANT, shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONSULTANT which make tax payments after termination of this Agreement as a result of CONSULTANT’S work. After City Receives said tax payments for such businesses, CONSULTANT shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations and the first eight consecutive reporting quarters following completion of the audit by CONSULTANT and confirmation of corrections by the State Board of Equalization. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled “Consideration.”

All documents, data, surveys and reports prepared by CONSULTANT pursuant to this Agreement shall be considered property of the CITY and upon payment for services performed
by CONSULTANT, such documents and other identified materials shall be delivered to the CITY by the CONSULTANT.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by 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:

Consultant

Address: Andrew Nickerson, President
Hinderliter, de Llamas and Assoc
1340 Valley Vista Drive, Ste 200
Diamond Bar, CA 91765

CITY OF NEWARK

Administrator

City of Newark
Attn: Finance Department
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

Date __________________________

Hinderliter, de Llamas and Associates

By ___________________________
Consultant

Date 2-1-17
Attest:

___________________________________
City Clerk

Date

Approved as to form:

___________________________________
City Attorney

Date
EXHIBIT A

SCOPe OF SERVICES
3. AUDIT METHOD AND APPROACH

Using confidential taxpayer records as authorized by Revenue and Taxation Code Section 7056, Hdl will find and correct errors that result in underpayments of tax to the City of Newark. The firm will employ a series of analyses, comparisons with other data sources and physical canvassing the City to find, document and submit for correction all taxpayer errors that result in lost City revenue or could result in lost revenue in the future. When errors are found, Hdl staff will promptly file claims for their correction following BOE procedures and regulations. Thereafter, Hdl will diligently work with the BOE to ensure the prompt recovery of all escaped revenues. Documentation of errors will be regularly provided to the City.

In conducting these activities on behalf of the City, Hdl will provide quarterly reports that accurately depict the City's sales tax base, use tax collections and revenues. All reports, graphs, tables and revenue forecasts are designed to enhance the City's capacity to plan for, expand and manage its various sales use and district tax revenues. Reports identifying and comparing the retail composition of various sub-geographic-areas of the City will also be provided.

Audit Recovery

To achieve the highest audit and recovery results, Hdl employs the following audit techniques and programs:

A. Identification of Errors and Revenue Maximization Opportunities

1. Field Surveys: Field inventories of the City's business and industrial areas are conducted every 10-12 months to identify businesses located within the City that appear to be under-reporting revenues or are not on the BOE allocation rolls. Specially trained field auditors, using the latest in mapping, GPS and digital recording technology, document not only the existence of sales tax producing businesses but also any relevant factors such as size, presence of a large stock of goods, will-call windows and any specific references to sales activity. This process identifies a wide range of registration errors including erroneous consolidation of multiple outlets, misreporting of point of sale from an erroneous location and delays in reporting new outlets.

2. Tax Area Code (TAC) Review: Hdl reviews every active account on the BOE's allocation rolls reporting $50 or more in local tax to ensure proper TAC assignment. Government and private sector mapping and GIS databases are used extensively in this process. These programs are important because physical canvassing will not reveal businesses with missing or incomplete signage, or those that are home-based. A complete TAC review is performed at least once every 9-12 months.

3. Deviation Assessment: Hdl applies proprietary queries and analyses to its statewide allocation database to identify all accounts for which there has been a substantial change in allocation pattern. Hdl's database, unmatched in size, comprises over 98.5% of all sales and use tax transactions in California and allows for the most comprehensive audits in the state. The deviation review is performed every three months and is far more sophisticated and thorough than a review of the BOE's published Quarterly Distribution Report. The review is applied to direct allocations and to the county pools, and allows for a much broader view and understanding of what has happened in any given quarter. Well-founded leads are quickly culled from this
process, often without the need for time-consuming manual reviews of taxpayer files. This allows for faster processing and less time used for preparing submittals. This in turn lowers recovery fees by reducing the amount of prior quarter revenue requiring redistribution.

4. **Use Tax Errors and Opportunities:** HdL analyzes the use tax allocation pools of the 58 counties and the state each quarter to identify instances where a taxpayer may have misidentified a transaction as use tax rather than sales tax. Further specialized reviews and techniques are employed to identify direct allocation opportunities of local use tax. State Board of Equalization Regulation 1802(d) allows for direct allocation of local use tax on qualifying individual sales or purchases over $500,000. Out-of-state and foreign-based companies in particular often have large transactions that meet the criteria for direct allocation under this section. Under Regulation 1699.6, businesses and organizations (including local government agencies) with aggregate purchases subject to use tax of at least $500,000 per year can apply for a Use Tax Direct Payment Permit, allowing for direct allocation of the corresponding local share. Finally, under a resolution adopted by SBE in December 1994, a construction contractor who enters into a contract equal to or greater than $5,000,000 may elect to obtain a sub-permit for the jobsite resulting in a direct allocation of local use tax to the jurisdiction where the jobsite is located.

5. **Regulation 1699 Evaluations:** BOE Regulation 1699 controls when and where a permit should be issued to a given business location. Wholesalers, contractors, processors, manufacturers, and other non-retail businesses that do not normally sell merchandise often conduct occasional sales, self-accrue use tax or are levied deficiency assessments by the state. HdL uses proprietary methods for finding companies that should be taking out permits so that those revenues are allocated to the City.

**B. Recovery of Misallocated Revenue**

1. **Development of Correction Data:** Preliminary lead lists developed through any of the aforementioned audit programs are further culled using a variety of programs and databases to reduce the need for taxpayer contact. Companies remaining in the audit database are then contacted by a specialized audit unit whose members are specifically selected and trained to interview tax preparers and marketing, warehouse and management staff. *Taxpayer interviews are always conducted in a business friendly, non-intrusive manner that emphasizes cooperation and protection of confidentiality.*

2. **Documentation:** Telephone contacts are often accompanied by a written follow-up questionnaire concerning business activities, a specific one-time transaction or a written confirmation of our findings. This documentation is always filed with the petition to minimize BOE processing time. Solid documentation and follow-up lowers client fees by reducing the number of quarters requiring retroactive adjustment and ensures faster recovery of misallocated revenues.

3. **City Review:** To avoid potential conflicts with a City’s in-house audit efforts, HdL prepares a list of misallocated or under-reporting businesses for City officials to review and authorize prior to any invoicing. This line item, account-level approval process is an important step in eliminating any misunderstandings or disagreements regarding what may be considered a valid audit “find.”
4. **Preparation and Submittal of Corrections:** Petitions are prepared (BOE Form 549-S or 549-L) that notify the BOE the existence and nature of the misallocation. All relevant and available supporting documentation is included. Copies of all transmittal forms and correspondence with the BOE and taxpayers are sent to City staff.

5. **Continuous Follow-up:** Hdl employs a full-time case manager whose responsibility is to monitor and follow-up on case inventory. An aging report is updated and reviewed on a monthly basis and the appropriate follow-up is initiated on cases that are taking an inordinate amount of time to correct. This follow-up emphasizes partnership and cooperation with BOE Allocation Group staff. Hdl’s continuous efforts to check on the status of submittals are made to ensure that corrections are being pursued. Timely follow-up on cases reduces the time it takes for the City to recover its revenue.

6. **Appeals:** Hdl cases are thoroughly researched, vetted and documented prior to submittal. This ensures the fastest possible processing times, and reduces the number of cases that are initially disclaimed and must be further researched and defended through a very lengthy BOE appeals process. Nearly all Hdl cases are resolved favorably at either the first or second levels of the BOE petition process described in Regulation 1807. Hdl has cultivated close working relationships with the BOE Appeals Division and with each of the elected Board Members. When an appeal is required, Hdl has the necessary expertise and access to competently and aggressively represent client interests. Having a large number of cases on appeal may be presented by some vendors as evidence of a more sophisticated and aggressive audit program. It should be viewed, however, as an indication that inadequate supporting documentation tends to require more case appeals and lead to otherwise unnecessary procedural delays.

C. **Sources of Information**

Hdl currently has all the information necessary to provide quarterly analysis and management support, and to perform point of sale audits. Our primary information source is the BOE registration and allocation data, which is updated on either a month or quarterly basis. Hdl has historical data for the City back to 1988. The following items are required from the City to continue using Hdl Sales/Use Tax Auditing Services:

- An executed agreement.
- Copy of a Board Resolution authorizing Hdl access to the City’s sales tax data.

D. **Track Record**

Hdl is effective in recovering misallocated revenue for client agencies in 97% of all cases submitted to the BOE. In the roughly 3% of cases that are initially disclaimed, Hdl is able to achieve positive results by successfully appealing cases. The small amount of cases that do to appeal is evidence of Hdl’s thorough research and the quality of the factual information included to support claims.

Only 5% of Hdl’s case submittals are unresolved after two quarters with an average for all cases of 186 days. The company’s backlog of cases requiring retroactive adjustments for any lengthy period of time is one-fifth that of other companies submitting claims to the BOE.
4. INFORMATION SERVICES

A. Hdl Database, Reports and Training

Hdl maintains Newark's detailed sales tax data back to 1988 and will provide City staff with unlimited access to its quarterly updated web-based sales tax system to facilitate "in-house" analysis and printing of reports. The system allows City staff to search, print and export their sales tax data for a variety of financial, management and planning functions. The system provides the ability to search all sales tax producers in the City by business name, address, BOE account number and current or historical sales tax allocations. The web application also provides access to the City's archived quarterly sales tax reports. Data is easily queried and exported to either comma delimited or native Excel formats, allowing for convenient use with standard applications such as the Microsoft Office suite. The web application is accessible from all major operating systems, internet browser platforms, and device types (laptop, tablet, PC, mobile). The City's archived quarterly sales tax reports can also be accessed through the online sales tax application.

Hdl's geo-area feature supports use of address ranges, which ensures the inclusion of all appropriate BOE registrations and also allows City staff to create and modify geo-areas without a separate GIS system. Hdl also supports interfacing with the City's GIS by including accurately geocoded latitude and longitude for each business. This data can include all data fields including historical allocation information and can be quickly exported by City staff on demand using Hdl's Sales Tax Web Application. Additionally, City created shape files can be used to define a Geo-area, which would identify related businesses by latitude and longitude.

Training on use of the software and ongoing upgrades is provided at no additional charge.

Quarterly sales tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to BOE payments and are necessary for any revenue sharing agreements that the City might have in place. The adjusted reports shift payment aberrations (double-up payments, BOE audit adjustments, etc.) into the quarter where the sales occurred to accurately show the City's true economic trends. The quarterly sales tax data will be presented in reports for major sales tax producers by both rank and category, analysis of sales tax activity by category, business or areas specified by the City.

Hdl's quarterly sales tax reports include a listing of top sales tax producers and comparisons with both regional and statewide trends. Retailer information is provided in grouped form or in business by business detail. Quarterly information will also include tables that track year-to-date receipts and show comparisons with past periods to measure progress toward achieving the City's annual budgeted revenue amount. Hdl staff also prepares sales and use tax projections for proposed development projects, responds to technical questions relating to SBE processes and regulations, and monitors revenue sharing agreements.

Hdl's services are superior to other vendors because the firm provides data analysis instead of bound stacks of raw data printouts. The quarterly analysis is done in context with regional market areas, countywide and statewide trends to better monitor and compare the City's economic performance by business category and geographical area. A non-confidential newsletter is included to support management's efforts to inform and engage the public.
Analysis of sales and use tax data and quarterly presentations to City staff are led by seasoned professionals, whose experience and knowledge adds value by identifying emerging retail trends, business retention needs, leveraging of economic clusters and reviewing successes in client jurisdictions with similar characteristics. Hdl staff also prepares sales and use tax projections for proposed development projects, responds to technical questions relating to BOE processes and regulations, and monitors revenue sharing agreements.

Sample Reports can be viewed by clicking on this link:


B. Budget Projections and Monitoring

Hdl has developed a comprehensive, detail-oriented method for projecting and monitoring client sales and use tax revenues that has proved to result in estimates that fall within 1% of actual receipts two-thirds of the time. Initial and mid-year projections are made by factoring out payment aberrations that skew the base revenue and factoring in known changes such as new or closed businesses. Hdl also incorporates information from over 90 economic sources as well as information gathered from quarterly client meetings to develop economic factors to apply to individual retail business segments; the results are combined into a single estimate of anticipated revenue. Hdl further enhances its projections by contacting builders of large-scale development projects to better time and estimate the value of potential use tax payments into its estimates. Five year forecasts are also provided.

Over the term of the existing agreement, Hdl has developed a proven track record for forecasting Newark’s sales tax revenues. The table below shows the forecast variances compared to actual receipts since 2013-14

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C. Use Tax Maximization Program

Major construction projects and even ongoing business operations often generate significant use tax revenues from purchases of machinery, equipment and other fixed assets. Hdl has worked with numerous clients to ensure that use tax from manufacturing and assembly plants, food processing, cold storage facilities, power/energy projects, medical, research and technical facilities, oil fields/refineries and extraction/mining industries are properly allocated to the host jurisdiction.

Hdl’s sales tax team includes a staff of specialists who review new business startups that might present potential self-assessed use tax opportunities, meets with contractors to advise on sub-permits and reporting procedures and provides materials and advice on purchasing companies and direct payment permits. The firm monitors major construction projects to make sure that any use tax generated is properly allocated to the job site’s host jurisdiction.
When brought into a project early, HdL assists clients with inserting provisions in conditional use permits and development agreements to guarantee that use tax maximization procedures are followed and monitors projects and subcontractors to make certain that sales tax is properly allocated back to the client jurisdiction. Direct payment permits and purchasing corporations can sometimes be utilized where conditions offer mutual opportunities for the client agency to capture additional sales tax revenues and the participating company can increase control of sales and use tax liabilities.

D. Economic Development Benefits

When properly refined and organized, sales tax data analysis is an important tool for strengthening and expanding local economies. The data shows companies that are growing and may need expansion space and should be contacted as part of an agency's business retention program. When broken out geographically, the data produces patterns of industries that potentially share common customers, suppliers, technology and labor and therefore offer opportunities for attracting new businesses. The data further exposes retail areas that may be over saturated in some retail segments while also identifying voids and opportunities for additional retail development.

Although numerous companies and agencies use the BOE’s published data as a basis for analysis, the results are usually inaccurate and misleading due to address and business categorization errors in the data. To correct those deficiencies, HdL performs data validation and scrubbing techniques on an ongoing basis, fixing business addresses and re-categorizing merchants to differentiate brick and mortar retailers from “business to business” suppliers and on-line retailers.

The company further creates and groups businesses into additional categories and classifications, not provided by the BOE, to better track new and emerging economic trends. Samples include the breaking out of biotech/medical suppliers, online fulfillment centers, alternate energy and utility providers, wineries and marijuana dispensaries. This focused approach to data management allows agencies to more accurately compare the impact of trends in their jurisdiction with state and regional trends. On a regional basis, it also allows for the identification of true economic voids and opportunities to expand the City's tax base.

Accurate addressing allows for improved performance monitoring and comparison of specific economic areas such as shopping centers, downtown districts and auto malls with similar projects throughout California.

In addition to using our large database, HdL’s principals leverage their experience analyzing client data throughout California to identify new trends and developments that might help other clients. The service includes analyses to identify retail voids and opportunities and an annual publication of retailers seeking expansion in the region and state.
E. Legislative Updates

HdL prepares Legislative Updates for clients to keep them informed on any changes that may impact local revenues. The firm also provides Issue Updates which are similar in nature but deal with specific issues such as Sales Tax Participation Agreements. Each issue is presented in detail so that Agency staff is better equipped to handle questions on that topic from their community leaders. Copies of our Legislative and Issue Updates are included in our sample reports package.

The firm also retains Johan Klehs as a lobbyist to represent client interests in matters before the BOE and the state legislature. Mr. Klehs is respected as an expert in budget, fiscal, taxation, and business issues affecting California and its economy. He maintains a wide range of ties with the executive and legislative branches of state and federal government. In statewide office, Klehs served as Chair and a Member of the California State Board of Equalization (1995-2003) and a Member of the Franchise Tax Board. He also served 14 years as a Member of the California State Assembly.

F. Consultation

Each quarter, a principal of the firm analyzes the City's data in detail and meets with appropriate City officials to review trends, and discuss and make recommendations regarding the budget implications of the quarter's data.

HdL also serves as "on-call" staff to provide sales tax estimates for proposed projects, assist with budget projections and answer sales and use tax questions related to economic development, budgeting and related revenue collection. When requested by the City, principals also meet with committees of the City Council and other groups to explain sales tax regulations and their importance to the City's tax base.

HdL will, when requested by the City, conduct technical seminars for City personnel on California sales and use tax processes. To support in-house efforts to maximize use tax, the seminars will cover the fundamentals of direct payment permits, purchasing corporations and maximizing "use tax" from construction projects.

HdL maintains close and positive relationships with members of the BOE and staff to quickly resolve policy issues unique to individual clients. The firm also advocates regulation and legislative changes when they are of benefit to all clients. Examples are the Company's work in the change of allocation of "use tax" for major construction projects, securing an Executive Order from the Governor to allow publishing of top taxpayers in public documents and the introduction of the problem of "point of sale" for warehouses to the BOE.
EXHIBIT B

PAYMENT
5. FEE PROPOSAL

A. Sales and Use Tax Audit Services

HdL proposes a fee of 15% of all new sales and use tax revenue received by the City (including reimbursement from the sales and use tax compensation fund outlined in Section 97.68 of the Revenue and Taxation Code) as a result of audit and recovery work performed by the firm. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenue and includes retroactive back quarter adjustments obtained by HdL.

Audit fees are billed only after completion of the audit, submittal of corrections to the BOE and receipt of revenues by the client. 100% of all new revenue generated by HdL flows to the City after the completion of the eight quarters. The fee constitutes the full reimbursement to HdL and covers all direct and indirect costs incurred by the firm under this contract. This includes all salaries of our employees, travel expenses and service contracting costs as well as the software to be delivered to the City of Newark under this proposal.

Invoices are submitted only for recoveries previously approved by the City. HdL does not bill for audit revenues until the client has actually received said monies. Further, if during the billing cycle, a taxpayer receives a refund for overpayment of taxes generated during that cycle, HdL credits back any proportionate share of the fee that may have been levied.

Invoices are submitted quarterly after the City has received the revenue from the audit correction. The invoice includes a printout showing the name, address, and sales tax registration number of each company, and the specific amount of revenue allocated by the SBE to the City for those businesses.

If a misallocation correction involves additional revenue from a company that had already been partially allocating revenues to the City, the City and HdL will agree in a Work Authorization, prior to billing, the methodology for identifying the incremental revenue attributable to HdL's work.

B. Transactions and Use Tax Audit Services

HdL will monitor and report on this additional revenue source at the City's option for $100 per month. Should the City desire HdL to audit its transactions and use taxes, the charge would be a 25% contingency fee against retroactive adjustments only (no prospective billing). Audit fees are billed only after the completion of the audit, submittal of corrections to the BOE and receipt of revenue by the City.

C. Sales, Use and Transactions Tax Management Services and Web-Based Application

HdL's standard fees for an agency of Newark's size and character is $550 per month billed quarterly. This includes ongoing analysis, reports, legislative support and unlimited access to HdL's team members for sales and use tax related questions, as well as training and support for internal implementation of a program of use tax maximization and economic expansion.
D. Additional Staffing Beyond Scope of Services

Additional services beyond the scope of services in this proposal are priced separately depending on the complexity of tasks involved. Such fees can either be fixed or time and materials. Our current hourly rates are listed below:

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<td>Analyst</td>
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EXHIBIT C

QUALIFICATIONS
1. QUALIFICATIONS

A. Company History and Qualifications

Founded in 1983, HdL Companies is a consortium of three companies established to maximize local government revenues by providing a variety of audits, analytical services and software products. Hinderliter, de Llamas and Associates (HdL), a 100% employee owned company, provides audit and consulting services for sales, use and transaction taxes. The firm developed California’s first computerized sales tax management program and was responsible for securing legislation (AB 1611) that allowed independent verification of state allocations. In 1990, HdL Coren & Cone was established to provide audit and information services related to property taxes. The third affiliated company, HdL Software, was formed in 1996 to provide a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL’s systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states.

Many of HdL’s key staff have extensive local government experience having previously held positions in municipal management, finance, planning, economic development or revenue collection. This close understanding of local government needs coupled with extensive databases and advanced audit methodologies provides for the most relevant, productive and responsive, revenue recovery, forecasting and economic services available. The team that would continue to serve Newark has decades of experience in managing budgets, developing and implementing economic strategies and tracking sales and transient occupancy tax revenues.

HdL maintains the largest privately held sales, property and business tax databases in California. The firm constantly improves and enhances the Board of Equalization’s (BOE) raw registratior data by correcting addresses and business names, differentiating brick and mortar retailers from business to business and online taxpayers and adding new business classifications to better identify emerging trends and economic opportunities. This highly enhanced database includes 27 years of the City of Newark’s sales tax history and serves as the base for identifying emerging economic trends and developing budget projections that take those trends into account.
The database also includes constantly updated registration data for every seller in California, allocation data for 502 of the state's 538 agencies and 85 transactions tax districts, business license data for 668,000 businesses, property tax data for every jurisdiction in the 38 largest counties, a constantly updated automated telephone directory for all of California and thousands of business contacts developed through three decades of audit and business development activity.

Hdl monitors an annual sales tax base of $4.9 billion on behalf of clients that includes some of the most complex industrial, e-commerce, inventory/delivery, and out-of-state sales and use tax issues in California. The Company submits an average of 6,000 errors for correction each year with total values generally ranging from $40 million to $50 million. To date, Hdl has recovered a cumulative total of $2 billion in new sales and use tax revenues for client agencies.

Hdl is in solid financial condition and there are no current or pending conditions that would impede the company's ability to complete the services requested in the RFP.

Hinderliter, de Llamas and Associates is proud to have served local governments and special districts for over 34 years. During that span of time, Hdl has grown from one employee to over 60 employees. In 2007, Hdl's employees purchased the corporation from the founding partners and the company is now 100% employee owned. This structure provides each and every employee a personal investment in servicing our clients. Rather than focusing on short-term quarterly profits to appease stock market investors, our employee-owners believe in a long-term strategy of continually investing in new technology, databases and service upgrades to support our client's needs for precise auditing, budgeting and economic information. This approach has led to the steady long-term growth, financial stability, capacity and resources that Newark requires from its vendors.

Hdl currently employs over 60 employees. Most staff work out of our corporate office located in Diamond Bar, CA with additional offices located in San Dimas and Pleasanton.

The Company goes beyond audits by using its databases and expertise to help clients expand their revenues by identifying economic voids; finding local companies that can restructure the way orders are taken to increase local tax revenues; ascertaining opportunities for expanding use tax from construction projects; seeking prospects for direct payment permits and purchasing corporations and by providing staff expertise to support a proactive and effective approach to short and long term fiscal and economic planning.

Hdl is a Corporate Partner of the League of California Cities and California State Association of Counties, and works extensively with the State Association of County Auditors, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.
B. Similar Work for Alameda County Clients

Hdl currently provides audit and management services to over 350 government agencies including the clients listed below that are in Alameda County. Our complete client list follows this page.

City of Alameda
2263 Santa Clara Avenue, Room 220
Alameda, CA 94501
Contact: Elena Adair, Finance Director
Phone: 510.747.4688
Services Provided: Sales and Use Tax Audit and Information Services
Contract Dates: 4/1/10 - Present

Alameda County
1221 Oak Street, Room 555
Oakland, CA 94612
Contact: Kai Mander, Principal Administrative Analyst
Phone: 510.272.3876
Services Provided: Sales, Use and Transactions Tax Audit and Information Services
Contract Dates: 4/1/05 - Present

City of Dublin
100 Civic Plaza
Dublin, CA 94568
Contact: Colleen Tribby, Director of Administrative Services
Phone: 925.833.6650
Services Provided: Sales and Use Tax Audit and Information Services
Contract Dates: 8/14/89 - Present

City of Fremont
3300 Capital Avenue, Building B
Fremont, CA 94537
Contact: David Persselin, Finance Director
Phone: 510.284.4000
Services Provided: Sales and Use Tax Audit and Information Services
Contract Dates: 4/1/10 - Present

City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Contact: Doug Alessio, Administrative Services Director
Phone: 925.960.4000
Services Provided: Sales and Use Tax Audit and Information Services
Contract Dates: 3/14/88 – Present
City of Oakland
105 Frank Ogawa Plaza, 5th Floor
Oakland, CA 94612
Contact: Margaret O'Brien, Revenue and Tax Administrator
Phone: 510.238.7480
Services Provided: Sales and Use Tax Audit and Information Services
Contract Dates: 12/22/98 - Present

City of Pleasanton
200 Old Bernal Ave.,
Pleasanton, CA 94566
Contact: Tina Olson, Finance Director
Phone: 925.931.5401
Services Provided: Sales and Use Tax Audit and Information Services
Contract Dates: 10/6/87 - Present
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HdL Companies Clients and Services

The HdL Companies

Revised 01/03/17
2. STAFFING

HdL retains a staff of over 60 trained and experienced specialists for performing audits, analysis and software support. Key personnel that would deal directly with the City of Newark include:

Sales, Use and Transactions Tax

Andy Nickerson – President
Mr. Nickerson is responsible for the day-to-day management of the sales tax programs and services and would serve as the liaison for the Sales and Use Tax Management Team, the Audit Team and the Production Services team for the City of Newark. Mr. Nickerson possesses over 20 years of experience working with local government agencies on programs to enhance sales tax, property tax, RDA tax increment and documentary transfer tax revenues. He has been instrumental in guiding market expansion and new product development for the three affiliated HdL Companies. Throughout his career, he has been involved in various municipal organizations including The League of California Cities, California Society of Municipal Finance Officers and California Redevelopment Association. Mr. Nickerson has Bachelor of Science degree from California State Polytechnic University, Pomona.

Sales, Use and Transactions Tax Management Team

Three sales and use tax principals and a management analyst provide the City of Newark with sales tax, budget and revenue management services. The team will advise the City on economic development opportunities, including analyzing the City’s sales tax data for presentations and preparing sales, use and transactions tax revenue estimates of various terms up to five years. A principal will also meet with City staff each quarter to present the City’s quarterly reports and address any issues or concerns. Providing these services to the City are:

Tom Bachman – Principal
Mr. Bachman has over 30 years of experience working with local government. He was the Assistant City Manager/Finance Director for the City of Newark and the Finance Director for the City of Commerce. He is a member of the California Society of Municipal Finance Officers, Government Finance Officers Association and the California Municipal Treasurers Association in addition to serving on the League of California Cities Policy Committees for Environmental Quality and Employee Relations. Mr. Bachman holds a Bachelor of Science Degree in Business Administration from California State University, Los Angeles.

Denise Ovrom – Principal
Ms. Ovrom has been assisting clients with budget and sales tax revenue issues since 2002 and came to HdL with over 20 years’ experience supervising finance, budget, technology and administrative operations as Assistant City Manager of Beverly Hills, Brea and Claremont and as the City Manager of Temple City. She has served on CSMFO’s Committee on Budgeting and Management Reporting and is a past member of USC’s Master of Public Administration Advisory Board. She also serves as HdL’s representative to the League of California Cities’ Revenue and Taxation Committee. Ms. Ovrom has a Bachelor of Science and Master’s degree in Public Administration from the University of Southern California.
Don Vestal – Principal
Mr. Vestal performs sales tax analysis, conducts quarterly client briefings and assists clients with budget and economic development issues. He has over 29 years of local government experience with the cities of Westminster and Norwalk. During his tenure with the City of Westminster, he served in successive assignments as Planning Director, Community Development Director, Deputy City Manager/Public Works Director and City Manager. As Executive Director of the Westminster Redevelopment Agency, he led the expansion of the Agency's project area throughout the City to fund needed residential infrastructure repairs and participated in numerous revenue generating development projects. He has a Bachelor's degree in Political Science from Georgia Southern University, where he was a member of the international economics honorary Omicron Delta Epsilon, and a Master's degree in Public Administration from California State University, Long Beach where he was member of the national public affairs and administration honorary Pi Alpha Alpha.

Audit Services Team
Our Director of Audit Services and Associate Director of Audit Services have over 35 years combined experience auditing local tax, place of sale and BOE administrative issues. The firm has continually adapted to legislative changes, BOE regulation changes, and technology advances and will utilize these tools for the City of Newark. Hdl has an audit team in place that is very well trained and familiar with the state regulations and guidelines concerning tax reporting for the City.

Matt Hinderliter – Director of Audit Services
Matt Hinderliter manages and supervises the Hdl Audit Services Team. He has extensive experienced in all aspects of the audit process, and has been instrumental in the development of a multi-level and proprietary approach which combines field reviews with extensive in-house data mining and analysis. He authored and routinely updates Hdl's extensive training manual for the audit staff, and meets regularly with the Board of Equalization management to discuss and refine procedures for presenting, tracking and resolving the over 4,500 local tax inquiries that Hdl presents every year. Mr. Hinderliter joined the firm in 1990 after receiving his Bachelor of Arts degree in Business Administration from California State University Fullerton.

A.P. Mehta – Associate Director of Audit Services
Mr. Mehta is the lead analyst for the audit services team. He works closely with the Director of Audit Services on operational and management aspects of the team, supervises and trains audit team members and is a principal liaison with State Board of Equalization Allocation Group staff. Mr. Mehta holds a Bachelor of Science degree in Business Administration from California State Polytechnic University, Pomona.

Production Services Team
Our Production Team insures that the data from the State Board of Equalization is processed in an accurate and timely manner and is available to the City on our sales tax web application. The team is responsible for running the reports that are delivered at the quarterly meetings with the City staff, as well as processing any special report requests.
Mary Hubbell – Manager of Production Services
Ms. Hubbell supervises the conversion of the State Board of Equalization sales tax data to HdL’s proprietary software and its subsequent translation into various client reports. She assists with client technical support and client software training, and is responsible for the production of client newsletters and reports. Ms. Hubbell received a Bachelor of Science degree in Administration and Marketing from the University of Arizona.
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 495 of the City of Newark hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the State Board of Equalization pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWARK AND ORDERED AS FOLLOWS:

Section 1. That the City Manager or other officer or employee of the District designated in writing by the City Manager to the State Board of Equalization (hereafter referred to as Board) is hereby appointed to represent the District with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the District by the Board pursuant to the contract between the District and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the District’s transactions and use taxes by the Board pursuant to the contract.

Section 2. That Hinderliter, de Llamas and Associations is hereby designated to examine the transactions and use tax records of the Board of Equalization pertaining to transactions and use taxes collected for the District by the Board. The person or entity designated by this section meets all of the following conditions:

a) has an existing contract with the District to examine those transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

(swr2)
d) is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

(RESOLUTION)

Background/Discussion – As part of the mid-cycle budget review, a number of revisions are proposed to the annual budget. These revisions have been identified where changes have occurred since the adoption of the budget document in June of 2016 or where adjustments are needed.

The budget amendment includes significant increases to several of the major revenue sources including property tax, vehicle-in-lieu revenue, and transient occupancy tax. These increases are based on last year’s performance and economic trends. Both Fiscal Years 2016-2017 and 2017-2018 are being adjusted for these revenue increases. The new Transaction Tax revenue is also being added to both years. Fiscal Year 2016-2017 will receive three (3) months of revenue and Fiscal Year 2017-2018 will include the full year.

The proposed expenditure modifications to the General Fund operating budget for Fiscal Year 2016-2017 include:

1. Adding expenditures for preliminary work on the Civic Center project.
2. A change in our current accounting method of charging revenue generating contracts, such as recreation contract instructors, to a revenue account code. The new method will charge all activities to expenditure accounts and all revenue generated to a revenue account. This results in revenue account increases and equal increases in contractual services expenditure accounts.
3. An increase in workers compensation charges to departments to account for increased claims expenses
4. An increase in funding for geotechnical consulting services
5. An increase in hours for a Recreation Coordinator
6. An increase in contractual costs for traffic signal repair and hazardous material pick up.

The significant adjustments to other funds (non-General Fund) include:

1. An increase in Workers Compensation Costs
2. An increase in equipment replacement for vehicle replacements
3. An increase in Asphalt Concrete Overlay Program.

The proposed amendment for Fiscal Year 2016-2017 includes transfers which total $6,000,000 from the unallocated fund balance into the following funds:

1. Capital Reserves - $4,000,000
2. Equipment Replacement Reserves - $1,000,000
3. Public Liability Reserves - $1,000,000.
At this time there are sufficient funds in the unallocated fund balance to allow for the rebuilding of these reserve funds.

The expenditure modifications to the General Fund operating budget for Fiscal Year 2017-2018 include:

1. Adding expenditures for the Civic Center project.
2. A change in our current accounting method of charging revenue generating contracts, such as recreation contract instructors, to a revenue account code. The new method will charge all activities to expenditure accounts and all revenue generated to a revenue account. This results in revenue account increases and equal increases in contractual services expenditure accounts.
3. An increase in equipment replacement charges to departments.

Exhibit A lists the adjustments to the budget revenues, expenditures and transfers for Fiscal Year 2016-2017. Exhibit B lists the adjustments to the budget revenues and expenditures for Fiscal Year 2017-2018.

**Attachments**

**Action** - It is recommended that the City Council, by resolution, amend the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Years 2016-2017 and 2017-2018.
RESOLUTION NO.


BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled “2016-2018 Biennial Budget and Capital Improvement Plan of the City of Newark” for Fiscal Years 2016-2017 and 2017-2018 adopted by Resolution No. 10209 on June 9, 2016, and subsequently amended by resolutions, is hereby amended as set forth in Exhibit A and Exhibit B attached.
Exhibit A  
Fiscal Year 2016/17 Mid-Year Budget Amendments

### General Fund Operating Budget:

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>To:</th>
<th>From:</th>
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<tbody>
<tr>
<td>3010</td>
<td>Secure property tax (Increased revenue)</td>
<td>500,000</td>
<td>-</td>
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<tr>
<td>3420</td>
<td>Vehicle in Lieu (Increased revenue)</td>
<td>400,000</td>
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<td>3061</td>
<td>Transient Occupancy Tax (Increased revenue)</td>
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<td>3980</td>
<td>Post Reimbursement (Increased revenue)</td>
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<td>010-0000-3310</td>
<td>Investment Earnings</td>
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<td>010-1024-5120</td>
<td>Upgrade PDF Software</td>
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<td>010-Citywide-8512</td>
<td>Increase in Workers Compensation Costs</td>
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<td>010-1030-5271 &amp; 3210</td>
<td>Change Accounting Method for Redflex</td>
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<td>010-1030-5350</td>
<td>Police Training and Prop 47 Revenue</td>
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<td>010-1032-4110-000</td>
<td>Correct Commander Position Allocation</td>
<td>107,000</td>
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<td>1050/2010-4110</td>
<td>Correct Administrative Support Specialist Allocation</td>
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<td>020-2014-5271</td>
<td>Upgrade Permit Software</td>
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<td>020-2014-5480</td>
<td>Workspace addition for new employees</td>
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<td>020-2015-5271/3670</td>
<td>Increase Building Division PSTs/Reduce Contract Services</td>
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<td>030-3032-4110-000</td>
<td>Increase Geo-Technical Consulting Services/Revenue</td>
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<td>030-3031/3042-5271/3825</td>
<td>Change Accounting Method for Contract Instructors</td>
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<td>040-4011-5261</td>
<td>Repair Streetlight and Traffic Signals</td>
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<td>040-4013-5273</td>
<td>Increases in the cost for Hazardous Material Pick up</td>
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<td>052-0000-3060</td>
<td>Add Transaction Tax Revenue</td>
<td>875,000</td>
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<td>052-5600-5271-1188</td>
<td>Civic Center Project Contractual Services</td>
<td>700,000</td>
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Reduce Use of Fund Balance                        | 1,040,900 |

New Operating Budget Surplus:                      | (312,400) |

### Other Funds:

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<th>Account</th>
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<td>005-1030-5120</td>
<td>Purchase of Dare supplies</td>
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<td>005-0000-2991</td>
<td>005 Fund Balance</td>
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<td>009-1032-4100</td>
<td>Correct Commander Position Allocation</td>
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<td>Justice Assistance Grant Overtime</td>
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<td>Justice Assistance Grant Expenses</td>
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<td>012-1030-3550</td>
<td>Justice Assistance Grant Revenue</td>
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<td>3-Stream Recycling Containers</td>
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<td>AB 939 Recycling Fund Balance</td>
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<td>Garbage Only Banners for public events</td>
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<td>023-0000-2991</td>
<td>023 Fund Balance</td>
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<td>Reimburse General Fund For Impact Fee Analysis</td>
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<td>025-0000-2991</td>
<td>Community Development Maintenance Fund Balance</td>
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<td>033-2011-4110-000</td>
<td>Budget Correction for Recycling Assistant Salary</td>
<td>20,000</td>
<td>033</td>
</tr>
<tr>
<td>033-2011-5120</td>
<td>Recycling Banners for public events</td>
<td>1,000</td>
<td>033</td>
</tr>
<tr>
<td>033-0000-2991</td>
<td>033 Fund Balance</td>
<td>21,000</td>
<td>033</td>
</tr>
<tr>
<td>035-1030-4200</td>
<td>Tow Fund Traffic Related Overtime Costs</td>
<td>17,000</td>
<td>035</td>
</tr>
<tr>
<td>035-1030-5120</td>
<td>Tow Fund Traffic Related Supplies</td>
<td>4,000</td>
<td>035</td>
</tr>
<tr>
<td>035-1030-5271</td>
<td>Tow Fund Related Services</td>
<td>4,000</td>
<td>035</td>
</tr>
<tr>
<td>035-1030-7050</td>
<td>Tow Fund Related Capital Purchases</td>
<td>48,000</td>
<td>035</td>
</tr>
<tr>
<td>035-0000-3656</td>
<td>035 Fund Revenue</td>
<td>21,000</td>
<td>035</td>
</tr>
<tr>
<td>035-0000-2991</td>
<td>035 Fund Balance</td>
<td>52,000</td>
<td>035</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------------------------------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>221-1010</td>
<td>Use Public Education Funds for Council Chamber Audio Visual Costs</td>
<td>18,000</td>
<td></td>
</tr>
<tr>
<td>221-0000-2991</td>
<td>221 Fund Balance</td>
<td>18,000</td>
<td></td>
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<tr>
<td>703-9210-5271</td>
<td>Workers Compensation Program</td>
<td>300,000</td>
<td></td>
</tr>
<tr>
<td>703-0000-2991</td>
<td>703 Fund Balance</td>
<td>300,000</td>
<td></td>
</tr>
<tr>
<td>708-9230-3995</td>
<td>Add Revenue for Mise Reimbursements</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>708-9230-5271</td>
<td>Tree Assessment</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>709-9410-5200</td>
<td>Hetch Hetchy Property Rent</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>709-0000-2991</td>
<td>709 Fund Balance</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>711-9710-7000</td>
<td>Increase Vehicle Replacement</td>
<td>575,000</td>
<td></td>
</tr>
<tr>
<td>711-0000-2991</td>
<td>711 Fund Balance</td>
<td>575,000</td>
<td></td>
</tr>
</tbody>
</table>

**CIP Project Funding:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>204-5000-5280-1141</td>
<td>2017 Asphalt Concrete Overlay Program</td>
<td>130,000</td>
</tr>
<tr>
<td>216-5000-5280-1141</td>
<td>2017 Asphalt Concrete Overlay Program</td>
<td>15,900</td>
</tr>
<tr>
<td>218-5000-5280-1141</td>
<td>2017 Asphalt Concrete Overlay Program</td>
<td>254,100</td>
</tr>
<tr>
<td>401-5600-5280-1104</td>
<td>Citywide Parks Furniture was Omitted from Rollover</td>
<td>5,000</td>
</tr>
</tbody>
</table>

**Transfer To Reserves:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>401-0000-2992</td>
<td>Capital Improvement Fund Reserves</td>
<td>4,000,000</td>
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<tr>
<td></td>
<td>Equipment Replacement Reserves</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Public Liability Reserves</td>
<td>1,000,000</td>
</tr>
<tr>
<td>010-0000-2991</td>
<td>Unallocated Fund Balance</td>
<td>6,000,000</td>
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</tbody>
</table>
**General Fund Operating Budget:**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>To:</th>
<th>From:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3010</td>
<td>Secure property tax (Increased revenue)</td>
<td>500,000</td>
<td></td>
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<tr>
<td>3420</td>
<td>Vehicle in Lieu (Increased revenue)</td>
<td>-</td>
<td>400,000</td>
</tr>
<tr>
<td>3061</td>
<td>Transient Occupancy Tax (Increased revenue)</td>
<td>-</td>
<td>1,000,000</td>
</tr>
<tr>
<td>3980</td>
<td>Post Reimbursement (Increased revenue)</td>
<td>8,000</td>
<td></td>
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<tr>
<td>3310</td>
<td>Investment Earnings (Increased revenue)</td>
<td>70,000</td>
<td></td>
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<tr>
<td>010-Citywide-8571</td>
<td>Increase Equipment Replacement Charges to Departments</td>
<td>600,000</td>
<td></td>
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<tr>
<td>010-1030-5271 &amp; 3210</td>
<td>Change Accounting Method for Redflex</td>
<td>225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>010-1032-4110-000</td>
<td>Correct Commander Position Allocation</td>
<td>107,000</td>
<td></td>
</tr>
<tr>
<td>010-1050/2010-4100</td>
<td>Correct Administrative Support Specialist Allocation</td>
<td>47,300</td>
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<tr>
<td>020-2014-4300/5271</td>
<td>Increase Building Division PSTs/Reduce Contract Services</td>
<td>290,000</td>
<td>290,000</td>
</tr>
<tr>
<td>020-2015-5271/3670</td>
<td>Increase Geo-Technical Consulting Services/Revenue</td>
<td>50,000</td>
<td>50,000</td>
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<tr>
<td>030-3032-4110-000</td>
<td>Increase Aquatics Coordinator to Full Time</td>
<td>26,600</td>
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<tr>
<td>030-3031/3042-5271</td>
<td>Change Accounting Method for Contract Instructors</td>
<td>96,500</td>
<td>96,500</td>
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<tr>
<td>040-4011-5261</td>
<td>Repair Streetlight and Traffic Signals</td>
<td>30,000</td>
<td></td>
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<tr>
<td>040-4013-5271</td>
<td>Increases in the cost for Hazardous Material Pick up</td>
<td>25,000</td>
<td></td>
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<tr>
<td>052-0000-3060</td>
<td>Transaction Tax Revenue</td>
<td>3,500,000</td>
<td></td>
</tr>
<tr>
<td>052-5600-5271-1188</td>
<td>Civic Center Project Contractual Services</td>
<td>3,500,000</td>
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</tbody>
</table>

**Other Funds:**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>To:</th>
<th>From:</th>
</tr>
</thead>
<tbody>
<tr>
<td>009-1032-4100</td>
<td>Correct Commander Position Allocation</td>
<td>107,000</td>
<td></td>
</tr>
<tr>
<td>012-1030-4210-000</td>
<td>Justice Assistance Grant Overtime</td>
<td>9,800</td>
<td></td>
</tr>
<tr>
<td>012-1030-5271</td>
<td>Justice Assistance Grant Expenses</td>
<td>7,200</td>
<td></td>
</tr>
<tr>
<td>012-1030-3550</td>
<td>Justice Assistance Grant Revenue</td>
<td>17,000</td>
<td></td>
</tr>
<tr>
<td>033-2011-4110-000</td>
<td>Budget Correction for Recycling Assistant Salary</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>033-2011-5120</td>
<td>Recycling Banners for public events</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>033-0000-2991</td>
<td>033 Fund Balance</td>
<td>21,000</td>
<td></td>
</tr>
<tr>
<td>035-1030-4200</td>
<td>Tow Fund Traffic Related Overtime Costs</td>
<td>17,000</td>
<td></td>
</tr>
<tr>
<td>035-1030-5120</td>
<td>Tow Fund Traffic Related Supplies</td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td>035-1030-5271</td>
<td>Tow Fund Related Services</td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td>035-1030-7050</td>
<td>Tow Fund Related Capital Purchases</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>035-0000-3656</td>
<td>035 Fund Revenue</td>
<td>21,000</td>
<td></td>
</tr>
<tr>
<td>035-0000-2991</td>
<td>035 Fund Balance</td>
<td>52,000</td>
<td></td>
</tr>
<tr>
<td>221-1010</td>
<td>Use Public Education Funds for Council Chamber Audio Visual Costs</td>
<td>18,000</td>
<td></td>
</tr>
<tr>
<td>221-0000-2991</td>
<td>221 Fund Balance</td>
<td>18,000</td>
<td></td>
</tr>
<tr>
<td>709-9410-5200</td>
<td>Hotel Hetchy Property Rent</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>709-0000-2991</td>
<td>709 Fund Balance</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>711-9710-7000</td>
<td>Increase Vehicle Replacement</td>
<td>600,000</td>
<td></td>
</tr>
<tr>
<td>711-0000-3470</td>
<td>From Charges to Departments</td>
<td>600,000</td>
<td></td>
</tr>
</tbody>
</table>
Approval to reorganize the Public Works Building Inspection Division by adding an Assistant Building Official and reclassifying one Senior Administrative Support Specialist to Administrative Assistant by amending the Employee Classification Plan, the Compensation and Benefit Plan for City Officials, Management, Supervisory and Professional Employees, and the 2016-2018 Biennial Budget – from Human Resources Director Abe. (RESOLUTIONS – 3)

Background/Discussion – The Chief Building Official/City Architect has taken on the additional responsibility as project manager for the new Civic Center Construction Project. This project will consume a significant amount of his time during the next three years. It is anticipated that the Chief Building Official/City Architect will retire shortly after the completion of the project.

The additional responsibility for project management of the new civic center is occurring during the highest development activity workload experienced in decades. Accordingly, a reorganization of the Building Inspection Division’s management and supervisory structure is recommended to meet essential workload demands with speed, effectiveness, and responsiveness.

The proposed reorganization would add a new position of Assistant Building Official to relieve the Chief Building Official/City Architect of the day-to-day tasks of running the Building Inspection Division. In addition the Assistant Building Official will perform plan reviews which will shorten turn-around times.

The reorganization also strengthens the supervision and organization of administrative support by reclassifying one Senior Administrative Support Specialist to Administrative Assistant. In addition to providing lead direction and coordination of the historically heavy workload, the position will take on complex additional administrative support responsibilities to assist with the project management of the new civic center.

Based on both internal salary relationships and regional total compensation surveys of comparable positions, the proposed salary range for Assistant Building Official is $7,930 to $11,495 per month, approximately 21% below the range for Chief Building Official/City Architect. All related costs will be fully offset by development permit fees as noted below:

For Fiscal Year 2016-2017:
FROM
020-0000-3670 Increase Plan Check Fee Revenue $ 79,500
TO
020-2014-4100 Building Division Staff $ 79,500
For Fiscal Year 2017-2018:

FROM  
020-0000-3670  
Increase Plan Check Fee Revenue  
$190,700

TO  
020-2014-4100  
Building Division Staff  
$190,700

Attachments

Action - It is recommended that the City Council approve by resolutions: (1) amending Resolution No. 2505, Employee Classification Plan, to create one new class specification entitled Assistant Building Official and (2) amending Resolution No. 10401, the Compensation and Benefit Plan for City Officials, and the Management, Supervisory and Professional Employee Group to add one new classification, entitled Assistant Building Official, and (3) amending the 2016-2018 Biennial Budget to add one Assistant Building Official position, add one Administrative Assistant position, and delete one Senior Administrative Support Specialist and amend the budget for Fiscal Years 2016-2017 and 2017-2018.
RESOLUTION NO.

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

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 2505, adopting an Employee Classification Plan, be amended as set forth in the following, effective February 9, 2017:

ADD

<table>
<thead>
<tr>
<th>Classification Title</th>
<th>Classification Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Building Official</td>
<td>230</td>
</tr>
</tbody>
</table>

(SARI)
CLASS SPECIFICATION

City of Newark, California

ASSISTANT BUILDING OFFICIAL

DEFINITION

Under administrative direction from the Chief Building Official/City Architect assists in the operation of the Building Inspection Division with special emphasis on plan review.

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

- Coordinate reviews of construction plans by various City divisions, outside agencies, and consultants.
- Perform plan reviews of construction plans for compliance with various building codes and City regulations.
- Assist in the development and implementation of the Building Inspection Division work plan.
- Enforce a variety of codes, including California’s Building, Mechanical, Plumbing, Electrical, Historical, and Energy Codes, and local codes such as grading, zoning, security, and nuisance abatement.
- Explain, interpret, and provide guidance regarding all applicable codes to architects, engineers, contractors, developers, homeowners, and other interested parties.
- Review current trends and developments in the field of construction and assist in preparing revisions to the codes and local ordinances.
- Resolve complex problems and complaints regarding commercial, industrial, and residential buildings, building construction and code compliance.
- Prepare a variety of studies, reports, and related information for decision-making purposes.
- Provide disaster response preparedness training and inspection services.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- All major types of building construction, materials, and equipment and of the stages of construction in order to detect and correct defects in building, electrical, plumbing, and mechanical work.
- California’s Building, Residential, Electrical, Plumbing, Mechanical, Historical, and Energy Codes.
Assistant Building Official

- Federal accessibility standards such as the Americans with Disabilities Act and the Uniform Federal Accessibility Standards.
- Pertinent local, State and Federal rules, regulations and laws.
- Principles and practices of organizational analysis and management.
- Budgeting procedures and techniques.
- Principles and practices of supervision, training and personnel management.

Ability/Skill to:

- Assist in the organization and direction of the Building Inspection Division operations.
- Interpret and enforce related codes, ordinances and laws.
- Perform building inspections in the field as needed.
- Review construction plans for compliance with building codes, local ordinances, and State and Federal laws.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Gain cooperation through discussion and persuasion.
- Supervise, train and evaluate personnel.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.

Experience and Training

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

Experience:
- Five years of experience as a senior building inspector, plan check engineer, assistant building official, or building official or a combination thereof.

Training:
- A Bachelor's degree from an accredited four-year college or university with a major in planning, architecture, civil or structural engineering, construction management, or a related field is highly desirable.

Special Requirements, Licenses and Certificates:

- Possession of a valid Class C California Driver's License at time of hire.
- Possession of a valid California license as an architect, civil engineer, or structural engineer is desirable.
- Possession of a valid certificate as a Certified Access Specialist (CASp) is desirable at time of hire and required within one year of hire.
- Possession of International Code Council certifications at time of hire is desirable with
Assistant Building Official

Building Plans Examiner, Residential Plans Examiner and Certified Building Official certifications required within one year of hire.

PROBATIONARY PERIOD: 12 months  

FLSA: Exempt
RESOLUTION NO.

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

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10401, The Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group, be amended to add one new classification as follows, effective February 9, 2017:

**ADD**

<table>
<thead>
<tr>
<th>Add Classification Title</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Building Official</td>
<td>14</td>
</tr>
</tbody>
</table>

(sar2)
RESOLUTION NO.


BE IT RESOLVED by the City Council of the City of Newark that the 2016-2018 Biennial Budget is hereby amended as follows:

1. Effective February 9, 2017, add one position of Assistant Building Official, add one position of Administrative Assistant and delete the position of Senior Administrative Support Specialist as follows:

<table>
<thead>
<tr>
<th>Add New Classification</th>
<th>Add New Allocation (Activity Code/%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1.0) Assistant Building Official</td>
<td>2014–100%</td>
</tr>
<tr>
<td>(1.0) Administrative Assistant</td>
<td>2014-100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Delete Existing Classification</th>
<th>Allocation (Activity Code/%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1.0) Senior Administrative Support Specialist</td>
<td>2014-100%</td>
</tr>
</tbody>
</table>

2. Add funding to the Building Division activity as follows:

   For Fiscal Year 2016-2017:

   FROM
   020-0000-3670 Increase Plan Check Fee Revenue $ 79,500

   TO
   020-2014-4100 Building Division Staff $ 79,500
For Fiscal Year 2017-2018:

FROM
020-0000-3670  Increase Plan Check Fee Revenue  $ 190,700

TO
020-2014-4100  Building Division Staff  $ 190,700
City of Newark

DATE: January 30, 2017

TO: City Council

FROM: Sheila Harrington, City Clerk

SUBJECT: Approval of Audited Demands for the City Council Meeting of February 09, 2017.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<table>
<thead>
<tr>
<th>Check Date</th>
<th>Check Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 20, 2017</td>
<td>Page 1-2</td>
</tr>
<tr>
<td></td>
<td>110048 to 110102</td>
</tr>
<tr>
<td>January 26, 2017</td>
<td>Page 1-2</td>
</tr>
<tr>
<td></td>
<td>110103 to 110156</td>
</tr>
</tbody>
</table>
DATE: January 30, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director

SUBJECT: Approval of Audited Demands for the City Council Meeting of February 09, 2017.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.
<table>
<thead>
<tr>
<th>MICR</th>
<th>Vendor</th>
<th>Payee</th>
<th>Check Date</th>
<th>Check Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>110048</td>
<td>10223</td>
<td>LEXISNEXIS RISK SOLUTIONS ACCT# 1415640</td>
<td>01/20/17</td>
<td>2,736.95</td>
<td>BLOG INSPECTION SERVICES</td>
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<tr>
<td>110050</td>
<td>332</td>
<td>ADAMSON POLICE PRODUCTS PROFESSIONAL POL</td>
<td>01/20/17</td>
<td>428.40</td>
<td>BACKGROUND CHECKS</td>
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<tr>
<td>110051</td>
<td>2036</td>
<td>ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL</td>
<td>01/20/17</td>
<td>1,526.89</td>
<td>POLICE SUPPLIES</td>
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<tr>
<td>110052</td>
<td>5821</td>
<td>ALL CITY MANAGEMENT SERVICES, INC</td>
<td>01/20/17</td>
<td>8,000.00</td>
<td>PATROL POST TRAINING</td>
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<tr>
<td>110053</td>
<td>12</td>
<td>ALLIED AUTO STORES INC</td>
<td>01/20/17</td>
<td>1,436.40</td>
<td>CROSSING GUARD SVCS 12/18-12/31/16</td>
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<tr>
<td>110054</td>
<td>9369</td>
<td>ASCAP</td>
<td>01/20/17</td>
<td>341.00</td>
<td>MUSIC LICENSE FEE</td>
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<td>110055</td>
<td>348</td>
<td>AT&amp;T</td>
<td>01/20/17</td>
<td>362.35</td>
<td>MONTHLY TELECOM DRC16-JAN17</td>
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<td>110056</td>
<td>147</td>
<td>AT&amp;T MOBILITY</td>
<td>01/20/17</td>
<td>1,993.46</td>
<td>CELL SVC FOR MDT'S 11/14-12/13/16</td>
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<tr>
<td>110057</td>
<td>11433</td>
<td>AUTO PARTS AND SERVICE</td>
<td>01/20/17</td>
<td>1,943.00</td>
<td>AUTO PARTS</td>
</tr>
<tr>
<td>110058</td>
<td>9680</td>
<td>BAY CENTRAL PRINTING</td>
<td>01/20/17</td>
<td>1,600.37</td>
<td>PUBLISHER'S NEWSLETTER</td>
</tr>
<tr>
<td>110059</td>
<td>1513</td>
<td>BURTON'S FIRE INC</td>
<td>01/20/17</td>
<td>975.92</td>
<td>FIRE ENGINE SERVICE/REPAIR</td>
</tr>
<tr>
<td>110060</td>
<td>9150</td>
<td>CAL-WEST LIGHTING &amp; SIGNAL MAINTENANCE I</td>
<td>01/20/17</td>
<td>3,139.76</td>
<td>STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE</td>
</tr>
<tr>
<td>110061</td>
<td>33</td>
<td>CENTRAL TOWING &amp; TRANSPORT LLC</td>
<td>01/20/17</td>
<td>165.00</td>
<td>TOWING SERVICES</td>
</tr>
<tr>
<td>110062</td>
<td>214</td>
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CCS.AP Accounts Payable Release 8.3.0 R*APZCKREG*FDL

By BRETT OEVERN DIEK (BRETTO)
### Final Disbursement List
- Check Date: 01/20/17
- Due Date: 01/31/17
- Discount Date: 01/31/17
- Computer Checks

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1001 US BANK

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- Check Amount: 514,640.74

**By BRETT OEVERNDEK (BRETTO)**
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<td>LAB TESTS</td>
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CCS.AP Accounts Payable Release 8.3.0 R*APZCKREG*FDL
## Final Disbursement List

**Check Date:** 01/26/17, **Due Date:** 02/10/17, **Discount Date:** 02/10/17. Computer Checks.

<table>
<thead>
<tr>
<th>MICR</th>
<th>Vendor</th>
<th>Payee</th>
<th>Check Date</th>
<th>Amount</th>
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<td>SAFEO ENTOURAGE CHAIRS FOR SILLIMAN AQ</td>
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<td>WITMER-TYSON IMPORTS</td>
<td>01/26/17</td>
<td>786.69</td>
<td>K9 TRAINING/SUPPLIES</td>
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</tbody>
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Total: 169,789.83

By BRETT OEVERNIEK (BRETTO)