CITY OF NEWARK
CITY COUNCIL

City Administration Building, City Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org

AGENDA

Thursday, October 13, 2022
7:00 P.M.

HYBRID IN-PERSON/VIRTUAL MEETING
REFER TO THE END OF THE AGENDA TO REVIEW
OPTIONS FOR PARTICIPATING IN THE MEETING
REMOTELY OR IN-PERSON.

IF YOU ATTEND THE MEETING IN PERSON A FACE COVERING
IS RECOMMENDED BUT NOT REQUIRED.

A. ROLL CALL

B. PRESENTATIONS

1. Proclaiming Hindu Heritage Month

2. Proclaiming October 19, 2022 as Unity Day

3. Introduction of employee

C. PUBLIC COMMENT

The public is invited to address the City Council on any item not listed on the agenda. Public Comments are generally limited to 5 minutes per speaker. Please note that State law prohibits the Council from acting on non-agenda items.

D. CONSENT CALENDAR

Consent Calendar items are considered to be routine and may be approved by one motion. There will be no separate discussion on these items unless there is a request by a Council Member, a staff member, or a member of the public to remove an item for separate discussion and action.

1. Approval of Audited Demands

2. Approval of September 22, 2022 meeting minutes

3. Adopt a Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Continued Remote Teleconferenced Meetings of the Legislative Bodies of the City of Newark for the 30 Day Period Beginning October 13 Pursuant to AB 361

4. Consideration of application for permission to file late claim by Kim Irene Schultz

5. Adopt a Resolution Approving a First Amendment to the Contractual Services Agreement with Stantec Consulting Inc.

6. Second Reading and Adoption of an Ordinance Amending Zoning Map Established Pursuant to Title 17 of the Newark Municipal Code associated with the FMC Willow and Grand Park Project

7. Adopt a Resolution authorizing the City Manager to execute the First Amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC to provide temporary information technology services and amend the 2022-2024 Biennial Budget

8. Adopt a Resolution authorizing the City Manager to execute the Second Amendment to the Consulting Services Agreement with Robert Half International, Inc. to provide technical temporary information technology support

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Introduction of an Ordinance to repeal and replace certain chapters of Title 15 of the Newark Municipal Code in order to adopt by reference, with modification to address unique local conditions, the 2022 California Building Standards Code; adoption of a Resolution approving findings regarding the need for local amendments to provisions in the California Building Standards Code as adopted by the State of California; and setting a public hearing date of November 10, 2022 for adoption of the Ordinance

G. CITY COUNCIL MATTERS

City Council Members report on attendance at intergovernmental agency meetings, conferences, and seminars since the last meeting. City Council Members may also announce upcoming events and coordinate attendance; report on local events attended since the last meeting; and make brief comments on issues of concern.

H. CLOSED SESSION

I. ADJOURNMENT

HYBRID IN-PERSON/VIRTUAL MEETING NOTICE

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Assembly Bill 361 (2021). Members of the public may attend the meeting in person, virtually via Zoom, or watch it via YouTube. If you attend the meeting in person, a face covering is recommended but not required.

Mayor Nagy, Vice Mayor Hannon, and Council Members Bucci, Collazo, and Freitas may be attending this meeting via teleconference. Teleconference locations are not open to the public. In the event that any members of the City Council elect to attend this meeting via teleconference, all votes conducted during the teleconferencing session will be conducted by roll call vote.

How to view the meeting remotely:
Livestream online at YouTube: https://www.youtube.com/channel/UC383NGSxaPwZP1lkJbo2T8A
Copy/paste the YouTube URL into your browser if the link does not automatically open.

How to participate in the meeting remotely, via Zoom Webinar:
From a PC, Mac, iPad, iPhone or Android device: Zoom Meeting https://us06web.zoom.us/j/86352874610

From a telephone dial 1- 669-900-9128, Webinar ID Number 863 5287 4610

Provide live, remote public comments, when the Mayor calls for comments. Use the raise your hand feature in Zoom to be called upon by the City Clerk.

For frequently asked Zoom questions, please go to Agendas and Minutes and select the Frequently Asked Questions link.

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. 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 Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

Council Meeting Access/Materials:
The agenda packet is available for review at Agendas and Minutes. The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

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 will be posted, if time allows, at Agendas and Minutes. 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 who require special accommodations, please contact the City Clerk at least two days prior to the meeting at City Clerk or 510-578-4266.

STAFF REPORT

Item B. 1.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Proclaiming Hindu Heritage Month

October is celebrated as Hindu Heritage Month. A proclamation has been prepared and Federation of Indian Association of Northern California (FIA) and Fesitival of Globe (FOG) board members will be at the meeting to accept the proclamation.

Attachments

Proclamation No. 1878

PROCLAMATION NO. 1878

HINDU HERITAGE MONTH

WHEREAS, Hinduism is the third largest religion in the world with more than 1 billion followers worldwide and 4 million in the United States and

WHEREAS, Hindu Americans represent one of the fastest growing communities in the country; and

WHEREAS, the Hindu American community has made significant contributions to the social, cultural, and economic vibrancy of our state and nation, adding to our diversity and prosperity; and

WHEREAS, Hindu Americans have made numerous positive contributions in all aspects of society, from science to business to politics to spirituality; and

WHEREAS, during the month of October, the culture, history, traditions, achievements, and contributions of Hindu Americans are recognized and celebrated throughout the United States;

NOW, THEREFORE, I, Alan L. Nagy, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim October 2022, as

HINDU HERITAGE MONTH

in Newark.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Thirteenth Day of October, Two Thousand Twenty-two.

ALAN L. NAGY
Mayor

STAFF REPORT

Item B. 2.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Proclaiming October 19, 2022 as Unity Day

October 19, 2022 is Unity Day, a day that promotes bullying awareness and prevention. A proclamation has been prepared and members of the Silliman Activity and Family Aquatic Center will accept it at the City Council meeting.

Attachments

Proclamation No. 1879

PROCLAMATION NO. 1879

UNITY DAY – BULLYING AWARENESS AND PREVENTION DAY

WHEREAS, bullying is physical, verbal, or emotional harm or intimidation intentionally directed at a person or group of people that occurs in neighborhood parks, playgrounds, and schools and through technology, including the Internet and cell phones; and

WHEREAS, hundreds of children and adolescents in the City of Newark are affected by bullying annually; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional, and learning problems and students who are repeatedly bullied often fear such activities as riding the bus, going to school, and attending community activities; and children who witness bullying often feel less secure and more fearful and intimidated; and

WHEREAS, Unity Day will promote kindness, inclusion, and acceptance for all people and provide bullying awareness and prevention resources for children and families in Newark;

NOW, THEREFORE, I, Alan L. Nagy, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim October 19, 2022, as

UNITY DAY – BULLYING AWARENESS AND PREVENTION DAY

in Newark and encourage Newark schools, students, parents, recreation programs, religious institutions, and community organizations to engage in a variety of awareness and prevention activities designed to make our community safer for all children and adolescents.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Thirteenth Day of October Two Thousand Twenty-two.

ALAN L. NAGY
Mayor

STAFF REPORT

Item B. 3.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employee

Matthew Avila, Senior Building Inspector will be introduced at the City Council meeting.

STAFF REPORT

Item D. 1.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/15/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	09/15/2022	6626 Accounts Payable	ALLIED AUTO STORES INC		742.16
	Invoice	Date	Description		Amount
	AUG' 22	08/31/2022	ALLIED FLEET PARTS AND SUPPLIES		742.16
Check	09/15/2022	6627 Accounts Payable	JOSEPH Q. BALATBAT		259.96
	Invoice	Date	Description		Amount
	090622EXP	09/06/2022	APA CONFERENCE ANAHEIM - CA TRAVEL EXPENSES		259.96
Check	09/15/2022	6628 Accounts Payable	BAY CENTRAL PRINTING		64.27
	Invoice	Date	Description		Amount
	192967	08/24/2022	BUSINESS CARD IMPRINTING - MARISA HUNTLEY		64.27
Check	09/15/2022	6629 Accounts Payable	BKF ENGINEERS		24,416.18
	Invoice	Date	Description		Amount
	22081241	08/16/2022	LINDSEY TRACT DESIGN SERVICES, PROJECT 1238 (6/27/22-7/24/22)		24,416.18
Check	09/15/2022	6630 Accounts Payable	BURTON'S FIRE INC		1,202.82
	Invoice	Date	Description		Amount
	S57746	08/25/2022	FIRE TRUCK SUPPLIES		1,202.82
Check	09/15/2022	6631 Accounts Payable	CALIFORNIA DIESEL & POWER		2,620.00
	Invoice	Date	Description		Amount
	01-63094	08/24/2022	FLEET PARTS AND SUPPLIES		1,805.00
	01-63295	08/30/2022	SERVICE YARD REPAIR AND MAINT		815.00
Check	09/15/2022	6632 Accounts Payable	DAILY JOURNAL CORPORATION		291.25
	Invoice	Date	Description		Amount
	B3612393	08/09/2022	LEGAL ADVERTISING PUBLISH ORDINANCE 537 08/09/2022		148.75
	B3622130	09/06/2022	PH NOTICES 22-23 CITY COUNCIL MEETING FMC WILLOW		142.50
Check	09/15/2022	6633 Accounts Payable	DEPARTMENT OF JUSTICE		586.00
	Invoice	Date	Description		Amount
	602167	09/06/2022	FINGERPRINTING FEES - 08/22		586.00
Check	09/15/2022	6634 Accounts Payable	EAST BAY LAWN MOWER		145.74
	Invoice	Date	Description		Amount
	37251	08/26/2022	FLEET PARTS AND SUPPLIES		145.74
Check	09/15/2022	6635 Accounts Payable	FASTENAL COMPANY		1,093.10

	Invoice	Date	Description	Amount
	CAS1130721	08/10/2022	SAFETY SUPPLIES	1,093.10
Check	09/15/2022	6636 Accounts Payable	FRANK BONETTI PLUMBING INC	255.00
	Invoice	Date	Description	Amount
	71676	08/22/2022	RUSCHIN FIRE KITCHEN SINK CLEAN OUT	255.00
Check	09/15/2022	6637 Accounts Payable	GRAINGER	89.08
	Invoice	Date	Description	Amount
	9408388255	08/11/2022	SERVICE CENTER PARTS	12.71
	9410136726	08/12/2022	CHERRY FIRE SUPPLIES	41.55
	9409431690	08/12/2022	CITY HALL SUPPLIES	34.82
Check	09/15/2022	6638 Accounts Payable	HILLYARD	825.76
	Invoice	Date	Description	Amount
	604816747	07/26/2022	SILLIMAN SUPPLIES	271.12
	604784428	06/23/2022	SILLIMAN SUPPLIES	554.64
Check	09/15/2022	6639 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.	834.13
	Invoice	Date	Description	Amount
	102671	08/22/2022	PARKS IRRIGATION SUPPLIES	834.13
Check	09/15/2022	6640 Accounts Payable	NAPA AUTO PARTS	1,637.52
	Invoice	Date	Description	Amount
	AUG' 22	08/31/2022	FLEET PARTS AND SUPPLIES	1,637.52
Check	09/15/2022	6641 Accounts Payable	MARK GOTHARD	800.00
	Invoice	Date	Description	Amount
	08242022	08/24/2022	SELF DEFENCE CLASS 08/07 AND 08/18	800.00
Check	09/15/2022	6642 Accounts Payable	METROPOLITAN PLANNING GROUP	7,875.00
	Invoice	Date	Description	Amount
	2003336	08/04/2022	CEDAR/ROBSON HOMES PROJECT/SVCS THRU 7/31/22	7,875.00
Check	09/15/2022	6643 Accounts Payable	CONCENTRA MEDICAL CENTERS	122.00
	Invoice	Date	Description	Amount
	76495118	08/25/2022	PRE-EMPLOYMENT/ DOT PHYSICALS	122.00
Check	09/15/2022	6644 Accounts Payable	PACIFIC GAS & ELECTRIC	1,920.90
	Invoice	Date	Description	Amount
	9045-090122	09/01/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (7/27/22-8/25/22)	190.03
	2305-090122	09/01/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (7/27/22-8/25/22)	119.12
	0552-090122	09/02/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (7/28/22-8/26/22)	76.65
	0870-090722	09/07/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (7/30/22-8/30/22)	81.36
	1859-090622	09/06/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (7/29/22-8/29/22)	1,346.20
	3926-090622	09/06/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (7/29/22-8/29/22)	107.54
Check	09/15/2022	6645 Accounts Payable	RHOADES PLANNING GROUP	1,170.47
	Invoice	Date	Description	Amount
	18-07-44	08/12/2022	PROFESSIONAL SERVICES FOR OLD TOWN SPECIFIC PLAN-7/1/22-7/31/22	1,170.47
Check	09/15/2022	6646 Accounts Payable	RINCON CONSULTANTS, INC	130.00

	Invoice	Date	Description	Amount
	41485	08/15/2022	HYATT HOUSE CE - PER. 7/1/11-7/31/22	130.00
Check	09/15/2022	6647 Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC	717.33
	Invoice	Date	Description	Amount
	S2102733.001	08/22/2022	SILLIMAN LIGHTS	717.33
Check	09/15/2022	6648 Accounts Payable	SIMON & COMPANY INC	1,720.00
	Invoice	Date	Description	Amount
	08-2022	08/31/2022	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE 08/22	1,720.00
Check	09/15/2022	6649 Accounts Payable	CENTERVILLE LOCKSMITH	15.12
	Invoice	Date	Description	Amount
	329036	08/11/2022	KEY REPLACEMENT	8.64
	329210	08/24/2022	KEY REPLACEMENT	6.48
Check	09/15/2022	6650 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	1,962.36
	Invoice	Date	Description	Amount
	184-1097473	08/22/2022	TIRE SERVICE AND REPAIR	1,962.36
Check	09/15/2022	6651 Accounts Payable	TURF STAR, INC.	527.05
	Invoice	Date	Description	Amount
	7240082-00	08/24/2022	TIRES	527.05
Check	09/15/2022	6652 Accounts Payable	VERIZON WIRELESS	13,258.91
	Invoice	Date	Description	Amount
	9913742314	08/18/2022	WIRELESS SERVICE FROM 6/19/22 - 08/18/22	13,258.91
Check	09/15/2022	6653 Accounts Payable	WASHINGTON TOWNSHIP MEDICAL FOUNDATION	180.00
	Invoice	Date	Description	Amount
	7968	09/01/2022	TB INTRADERMAL TESTING FEES	180.00
Check	09/15/2022	6654 Accounts Payable	ORION SECURITY	2,999.20
	Invoice	Date	Description	Amount
	118417	09/03/2022	UNARMED, UNIFORMED SECURITY OFFICER 08/29/22-09/01/22	1,155.20
	118280	08/31/2022	UNARMED, UNIFORMED SECURITY OFFICER USE OF GOLF CART	400.00
	118183	08/27/2022	UNARMED, UNIFORMED SECURITY OFFICER 08/22/22-08/26/22	1,444.00
Check	09/15/2022	6655 Accounts Payable	MOTIVAT COFFEE ROASTERS	1,212.68
	Invoice	Date	Description	Amount
	1310	08/24/2022	COFFEE CART FOR NEWARK DAYS KICK-OFF 9/15/2022	1,212.68
EFT	09/15/2022	354 Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC 325084426 / 5348560846	3,278.75
	Invoice	Date	Description	Amount
	08272022GENERAL	08/27/2022	CONSULTING AND REFERRAL TO BUSINESS SUPPORT AGENCIES 3RD AMEND	3,278.75
EFT	09/15/2022	355 Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. 121000248 / 4942808510	25,279.74
	Invoice	Date	Description	Amount
	SF-8510-01130589	09/01/2022	FY 22/23 WORKERS COMPENSATION CLAIMS 08/01/22-08/31/22	25,279.74

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 32	$98,232.48
Checks:	30	$69,673.99	
EFTs:	2	$28,558.49	

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/22/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	09/22/2022	6656 Accounts Payable	PRINTS CHARLES REPROGRAPHICS		1,062.20
	Invoice	Date	Description		Amount
	109611	08/30/2022	STREET SIGNS		1,062.20
Check	09/22/2022	6657 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		324.00
	Invoice	Date	Description		Amount
	290131-0922-7471	09/13/2022	1-DAY EVOC BASIC SKILLS UPDATE (4/13/22)		324.00
Check	09/22/2022	6658 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		851.57
	Invoice	Date	Description		Amount
	PPE 9.17.22	09/22/2022	GARNISH - WAGE GARNISHMENT CASE# 21CV000937		851.57
Check	09/22/2022	6659 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		977,020.42
	Invoice	Date	Description		Amount
	2022-23-064	09/15/2022	CONTRACT FIRE SERVICES - 09/22		977,020.42
Check	09/22/2022	6660 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		193,437.04
	Invoice	Date	Description		Amount
	0624-090722	09/09/2022	ACWD CITYWIDE WATER SERVICE 0624-090722		193,437.04
Check	09/22/2022	6661 Accounts Payable	ALTA LANGUAGE SERVICES, INC.		66.00
	Invoice	Date	Description		Amount
	IS610150	08/31/2022	BILINGUAL TESTS SERVICES		66.00
Check	09/22/2022	6662 Accounts Payable	ARI INVESTIGATIONS INC.		1,484.56
	Invoice	Date	Description		Amount
	20-131.1	03/14/2022	LEGAL SERVICES THROUGH MARCH 14, 2022		1,484.56
Check	09/22/2022	6663 Accounts Payable	AUTOWISE AUTOMOTIVE		1,397.72
	Invoice	Date	Description		Amount
	67856	08/29/2022	FLEET REPAIR AND MAINTENANCE		1,397.72
Check	09/22/2022	6664 Accounts Payable	BATTERY SYSTEMS		427.47
	Invoice	Date	Description		Amount
	7896436	08/30/2022	BATTERIES		427.47
Check	09/22/2022	6665 Accounts Payable	BAY CENTRAL PRINTING		64.27
	Invoice	Date	Description		Amount

	192968	08/24/2022	BUSINESS CARD IMPRINTING - KRYSTEN LEE	64.27
Check	09/22/2022	6666 Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION	1,584.00
	Invoice	Date	Description	Amount
	AUGUST312022	08/31/2022	SPORT OFFICIATING	1,584.00
Check	09/22/2022	6667 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS	567.50
	Invoice	Date	Description	Amount
	SEPT'22	09/01/2022	OFFICE SUPPLIES	567.50
Check	09/22/2022	6668 Accounts Payable	CHILDCARE CAREERS, LLC	159.80
	Invoice	Date	Description	Amount
	552264	09/09/2022	9/1/22 SUBSTITUTE TEACHER FOR CHILD CARE	159.80
Check	09/22/2022	6669 Accounts Payable	CITY OF FREMONT	1,250.00
	Invoice	Date	Description	Amount
	325136	08/30/2022	APRIL - JUNE 2022 CASE MANAGEMENT	1,250.00
Check	09/22/2022	6670 Accounts Payable	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	953.00
	Invoice	Date	Description	Amount
	IN0327331	08/24/2022	INSPECTIONS	953.00
Check	09/22/2022	6671 Accounts Payable	DEPARTMENT OF INDUSTRIAL RELATIONS	2,025.00
	Invoice	Date	Description	Amount
	S 1908138 SJ	09/01/2022	DIR - OCCUPATIONAL SAFETY AND HEALTH FEES	675.00
	S 1908222 SJ	09/01/2022	DIR - OCCUPATIONAL SAFETY AND HEALTH FEES	675.00
	S 1908067 SJ	09/01/2022	DIR - OCCUPATIONAL SAFETY AND HEALTH FEES	675.00
Check	09/22/2022	6672 Accounts Payable	BRIGHTWHEEL	1,105.00
	Invoice	Date	Description	Amount
	1650	08/29/2022	ANNUAL BRIGHTWHEEL SUBSCRIPTION FOR CHILDCARE PROGRAM	1,105.00
Check	09/22/2022	6673 Accounts Payable	EAST BAY LAWN MOWER	359.50
	Invoice	Date	Description	Amount
	37263	09/09/2022	SMALL EQUIPMENT REPAIR	359.50
Check	09/22/2022	6674 Accounts Payable	FLASHER BARRICADE ASSOCIATION	4,500.00
	Invoice	Date	Description	Amount
	072022	07/20/2022	TRAFFIC CONTROL TRAINING - CHECK TO BE GIVEN TO TRAINER DAY OF	4,500.00
Check	09/22/2022	6675 Accounts Payable	FREMONT FORD	3,234.41
	Invoice	Date	Description	Amount
	407477	08/31/2022	FLEET REPAIR AND MAINTENANCE #1903	3,234.41
Check	09/22/2022	6676 Accounts Payable	GRAINGER	147.21
	Invoice	Date	Description	Amount
	9404034408	08/08/2022	SILLIMAN ANCHOR	11.50
	9404320138	08/08/2022	SILLIMAN URINAL OUTLET	135.71
Check	09/22/2022	6677 Accounts Payable	GYM DOCTORS	191.48
	Invoice	Date	Description	Amount
	00134563	08/29/2022	FITNESS CENTER MAINTENANCE	191.48

Check	09/22/2022	6678 Accounts Payable	HILLYARD	3,728.11
	Invoice	Date	Description	Amount
	604859320	08/31/2022	SILLIMAN SUPPLIES	3,728.11
Check	09/22/2022	6679 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.	590.76
	Invoice	Date	Description	Amount
	102884	09/01/2022	PARKS IRRIGATION SUPPLIES	144.65
	102905	09/02/2022	PLUMBING SUPPLIES	446.11
Check	09/22/2022	6680 Accounts Payable	KNORR SYSTEMS INC	458.00
	Invoice	Date	Description	Amount
	PWSVI-7835	08/31/2022	SILLIMAN POOL REPAIR AND MAINTENANCE	458.00
Check	09/22/2022	6681 Accounts Payable	LANCE, SOLL & LUNGHARD LLP	452.00
	Invoice	Date	Description	Amount
	52033	08/31/2022	AUDITING SERVICES - 2023 GANN LIMIT VERIFICATION - FINAL BILL	452.00
Check	09/22/2022	6682 Accounts Payable	LINCOLN AQUATICS	674.05
	Invoice	Date	Description	Amount
	SL037477	08/19/2022	MURIATIC ACID	674.05
Check	09/22/2022	6683 Accounts Payable	LOOMIS	399.52
	Invoice	Date	Description	Amount
	13091867	08/31/2022	ARMORED CAR SERVICE - 08/22	399.52
Check	09/22/2022	6684 Accounts Payable	METROPOLITAN PLANNING GROUP	7,656.25
	Invoice	Date	Description	Amount
	2003385	09/12/2022	CEDAR/ROBSON HOMES PROJECT/SVCS THRU 8/31/22	7,656.25
Check	09/22/2022	6685 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION	5,391.80
	Invoice	Date	Description	Amount
	196844-1	08/17/2022	LEGAL SVCS. SANCTUARY WEST - THRU 7/31/2022	389.70
	195862	07/25/2022	LEGAL SVCS - SANCTUARY WEST - THRU 6/30/2022	86.60
	196845-1	08/17/2022	LEGAL SVCS NEWPARK REDEVELOPMENT THRU 7/31/2022	1,125.80
	195863	07/25/2022	LEGAL SVCS NEWPARK MALL REDEVELOPMENT THRU 6/30/2022	779.40
	195865	07/25/2022	LEGAL SVCS MOWRY VILLAGE SVCS THRU 6/30/22	129.90
	196847-1	08/17/2022	LEGAL SVCS MOWRY VILLAGE SVCS THRU 7/31/22	2,880.40
Check	09/22/2022	6686 Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	122.00
	Invoice	Date	Description	Amount
	76565095	09/02/2022	PRE-EMPLOYMENT/ DOT PHYSICALS	122.00
Check	09/22/2022	6687 Accounts Payable	OWEN EQUIPMENT COMPANY	3,139.17
	Invoice	Date	Description	Amount
	00057474	08/30/2022	SWEEPER PARTS	3,139.17
Check	09/22/2022	6688 Accounts Payable	PACIFIC GAS & ELECTRIC	80,115.82
	Invoice	Date	Description	Amount
	7578-091422	09/14/2022	CITYWIDE ELECTRICITY 9/14/22	80,115.82

Check	09/22/2022	6689 Accounts Payable	REYES COCA-COLA BOTTLING LLC.	114.16
	Invoice	Date	Description	Amount
	11581212095	09/02/2022	DRINKS FOR PARTIES	114.16
Check	09/22/2022	6690 Accounts Payable	RINCON CONSULTANTS, INC	65.00
	Invoice	Date	Description	Amount
	42243	09/15/2022	HYATT HOUSE CE - PER. 8/1/22-8/31/22	65.00
Check	09/22/2022	6691 Accounts Payable	SAN LEANDRO ELECTRIC SUPPLY INC	1,325.01
	Invoice	Date	Description	Amount
	S2103720.001	08/29/2022	LIGHT BULBS	1,325.01
Check	09/22/2022	6692 Accounts Payable	SIEMENS INDUSTRY, INC.	12,792.00
	Invoice	Date	Description	Amount
	5330200777	01/15/2022	CITY HALL SERVICE 01/15/22-01/14/23	3,348.00
	5330200778	01/15/2022	PD SERVICE 01/15/22-01/14/23	4,296.00
	5330200781	01/15/2022	LIBRARY SERVICE 01/15/22-01/14/23	5,148.00
Check	09/22/2022	6693 Accounts Payable	SILVER & WRIGHT LLP	943.89
	Invoice	Date	Description	Amount
	30031	08/01/2022	LEGAL SERVICES THROUGH JULY 29, 2022	943.89
Check	09/22/2022	6694 Accounts Payable	SMITH & SONS ELECTRIC, INC.	1,625.24
	Invoice	Date	Description	Amount
	22057	09/15/2022	COMMUNITY CENTER PARK RECEPTACLE POWER	174.21
	22058	09/15/2022	FIRE STATION 28 HVAC POWER ISSUE	871.03
	22056	09/15/2022	SILLIMAN FREEZER TROUBLESHOOT	580.00
Check	09/22/2022	6695 Accounts Payable	STAPLES	3,000.73
	Invoice	Date	Description	Amount
	8067249544	08/15/2022	OFFICE SUPPLIES	2,441.70
	8067425389	08/31/2022	OFFICE SUPPLIES	559.03
Check	09/22/2022	6696 Accounts Payable	TEMPERATURE TECHNOLOGY INC	765.31
	Invoice	Date	Description	Amount
	I2029	08/29/2022	FIRE STATION 27 BEDROOM LEAK	765.31
Check	09/22/2022	6697 Accounts Payable	TEMPERATURE TECHNOLOGY INC.	11,204.84
	Invoice	Date	Description	Amount
	I2010	08/25/2022	HVAC REPAIRS-FIRE STATION 1	9,147.58
	I2032	08/30/2022	HVAC REPAIRS-FIRE STATION 1	2,057.26
Check	09/22/2022	6698 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	1,370.31
	Invoice	Date	Description	Amount
	184-1097504	08/26/2022	TIRE SERVICE AND REPAIR	1,370.31
Check	09/22/2022	6699 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES	300.00
	Invoice	Date	Description	Amount
	SIN021199	08/31/2022	CONTRACT SERVICES - TRANSACTION TAX Q1 2022	300.00
Check	09/22/2022	6700 Accounts Payable	JENNIFER TRAN	31.88

	Invoice	Date	Description	Amount
	0801-082922EXP	08/31/2022	MILEAGE REIMBURSEMENT AUG 2022	31.88
Check	09/22/2022	6701 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	4,643.00
	Invoice	Date	Description	Amount
	501537	05/24/2022	JANITORIAL - PD ADDITIONAL SERVICE	395.00
	501536	05/24/2022	JANITORIAL - CH ADDITIONAL SERVICE 5/6/22	988.00
	501535	05/24/2022	JANITORIAL - FS# 27, 28, 29 SERVICE	2,915.00
	503055	06/24/2022	JANITORIAL - ASH ADDITIONAL SERVICE	345.00
Check	09/22/2022	6702 Accounts Payable	WEX BANK	1,449.65
	Invoice	Date	Description	Amount
	83528347	09/06/2022	CHEVRON FUEL PURCHASE 08/07/2022-9/6/2022	1,449.65
Check	09/22/2022	6703 Accounts Payable	RIVAS , BOSCO	1,000.00
	Invoice	Date	Description	Amount
	2023-00000723	09/21/2022	RETURNING SECURITY DEPOSIT FROM DANCE PERMIT	1,000.00
Check	09/22/2022	6704 Accounts Payable	VINCENZI , MARK	1,000.00
	Invoice	Date	Description	Amount
	2023-00000620	09/21/2022	RETURNING SECURITY DEPOSIT FROM DANCE PERMIT	1,000.00
EFT	09/22/2022	369 Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC 325084426 / 5348560846	2,664.00
	Invoice	Date	Description	Amount
	09162022GENERAL	09/16/2022	CONSULTING AND REFERRAL TO BUSINESS SUPPORT AGENCIES 3RD AMEND	2,664.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 50	$1,339,234.65

Checks:	49	$1,336,570.65
EFTs:	1	$2,664.00

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Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/29/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	09/29/2022	6705 Accounts Payable	AIRGAS USA, LLC		86.06
	Invoice	Date	Description		Amount
	9991254490	08/31/2022	CYL ACETYLENE RENTAL 08/31/2022		86.06
Check	09/29/2022	6706 Accounts Payable	APPLIED AIR FILTERS		2,456.55
	Invoice	Date	Description		Amount
	46195	09/10/2022	AIR FILTERS - BLDG/LIB/PD/SILLIMAN		2,456.55
Check	09/29/2022	6707 Accounts Payable	BAILEY FENCE COMPANY INC		6,453.00
	Invoice	Date	Description		Amount
	82768	09/07/2022	GUARDRAIL REPAIR		6,453.00
Check	09/29/2022	6708 Accounts Payable	BAY CENTRAL PRINTING		64.27
	Invoice	Date	Description		Amount
	193061	09/02/2022	ED MIRANDA BUSINESS CARDS		64.27
Check	09/29/2022	6709 Accounts Payable	BEAR ELECTRICAL SOLUTIONS, INC.		10,592.01
	Invoice	Date	Description		Amount
	16604	08/28/2022	STREET LIGHT MAINTENANCE (AUGUST 2022)		5,504.29
	16342	07/28/2022	STREET LIGHT MAINTENANCE (JULY 2022)		5,087.72
Check	09/29/2022	6710 Accounts Payable	BURTON'S FIRE INC		1,380.72
	Invoice	Date	Description		Amount
	S 57873	09/06/2022	FIRE TRUCK REPAIR #242		1,380.72
Check	09/29/2022	6711 Accounts Payable	C.L.E.A.R.S., INC		1,000.00
	Invoice	Date	Description		Amount
	1003-100722	09/26/2022	CLEARS CONF REG FEES-MARISA HUNTLEY		525.00
	1003-100722-JB	09/26/2022	CLEARS CONF REG FEES-JEREMY BECK		475.00
Check	09/29/2022	6712 Accounts Payable	CALIFORNIA DIESEL & POWER		1,805.00
	Invoice	Date	Description		Amount
	01-63206	08/29/2022	GENERATOR SERVICE - FIRE STATION 28		1,805.00
Check	09/29/2022	6713 Accounts Payable	CATTRON NORTH AMERICA INC.		298.11
	Invoice	Date	Description		Amount
	50IV22002085	08/31/2022	SILLIMAN EMERGENCY STOP BUTTON PROGRAMING		298.11
Check	09/29/2022	6714 Accounts Payable	CENTRAL VETERINARY HOSPITAL		1,059.75

	Invoice	Date	Description	Amount
	484283	08/24/2022	VET SVCS 06/22-08/22	1,059.75
Check	09/29/2022	6715 Accounts Payable	ELSA CERVANTES	1,111.42
	Invoice	Date	Description	Amount
	0912-091422 EXP	09/20/2022	EXPENSE REIMBURSEMENT	1,111.42
Check	09/29/2022	6716 Accounts Payable	CHEVROLET OF FREMONT	974.77
	Invoice	Date	Description	Amount
	127742	09/26/2022	FLEET PARTS AND SUPPLIES	837.66
	128222	09/26/2022	FLEET PARTS AND SUPPLIES	137.11
Check	09/29/2022	6717 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	19,011.25
	Invoice	Date	Description	Amount
	14045	08/31/2022	INFO TECH DEPARTMENT SUPPORT - 8/1-8/31/22	19,011.25
Check	09/29/2022	6718 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT	3,407.50
	Invoice	Date	Description	Amount
	112-2208036	09/10/2022	AWS ACCESS FEE AUG 2022	3,407.50
Check	09/29/2022	6719 Accounts Payable	CRIME SCENE CLEANERS INC	108.00
	Invoice	Date	Description	Amount
	85292	08/31/2022	HAZARDOUS WASTE CLEAN UP 08/31/22	108.00
Check	09/29/2022	6720 Accounts Payable	DAILY JOURNAL CORPORATION	27.50
	Invoice	Date	Description	Amount
	B3623493	09/20/2022	LEGAL ADVERTISING	27.50
Check	09/29/2022	6721 Accounts Payable	DALE HARDWARE	473.93
	Invoice	Date	Description	Amount
	SEPT' 22	09/25/2022	SUPPLIES-DALE	473.93
Check	09/29/2022	6722 Accounts Payable	SOUTHWESTERN SOLUTIONS	800.00
	Invoice	Date	Description	Amount
	1021-1023HERRERA	09/23/2022	LESS LETHAL INSTRUCTOR COURSE-1021-102322	800.00
Check	09/29/2022	6723 Accounts Payable	FEHR & PEERS	33,068.62
	Invoice	Date	Description	Amount
	158096	09/07/2022	CROSSWALK EVALUATION (7/30/22-8/26/22)	2,656.25
	158623	09/14/2022	LRSP (7/30/22-8/26/22)	11,857.70
	157370	08/12/2022	CROSSWALK EVALUATION (7/1/22-7/29/22)	2,746.13
	157304	08/24/2022	LRSP (7/1/22-7/29/22)	15,808.54
Check	09/29/2022	6724 Accounts Payable	FRANK BONETTI PLUMBING INC	2,979.31
	Invoice	Date	Description	Amount
	71298	07/15/2022	SECOND CHANCE LEAK	2,979.31
Check	09/29/2022	6725 Accounts Payable	FREMONT FORD	977.88
	Invoice	Date	Description	Amount
	406361	09/09/2022	VEHICLE INSPECTION AND DIAGNOSTIC	977.88

Check	09/29/2022	6726 Accounts Payable	GB AUTO SERVICE, INC.	300.00
	Invoice	Date	Description	Amount
	4722	09/13/2022	TIRES	300.00
Check	09/29/2022	6727 Accounts Payable	GHA TECHNOLOGIES, INC.	3,477.62
	Invoice	Date	Description	Amount
	101241973	09/09/2022	NETMOTION RENEWAL FY23	3,477.62
Check	09/29/2022	6728 Accounts Payable	GRAINGER	1,092.21
	Invoice	Date	Description	Amount
	9424590421	08/25/2022	SILLIMAN SUPPLIES	1,092.21
Check	09/29/2022	6729 Accounts Payable	HOME DEPOT CREDIT SERVICES	2,620.37
	Invoice	Date	Description	Amount
	SEPT' 22	09/13/2022	HD CC - SUPPLIES 0812-091222	2,620.37
Check	09/29/2022	6730 Accounts Payable	IDN WILCO INC	636.55
	Invoice	Date	Description	Amount
	9919426-00	09/08/2022	SILLIMAN KEYS AND DOOR LOCKS	636.55
Check	09/29/2022	6731 Accounts Payable	JEFF'S MOBILE GLASS INC.	482.25
	Invoice	Date	Description	Amount
	IJMG-0913-78776	09/13/2022	GLASS REPAIR	482.25
Check	09/29/2022	6732 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	6,233.30
	Invoice	Date	Description	Amount
	9028375	07/10/2022	COPIER LEASE YEAR 1 OF 5 - JULY '22	2,984.70
	9082600	08/10/2022	COPIER LEASE YEAR 1 OF 5 - AUG '22	3,248.60
Check	09/29/2022	6733 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	4,559.01
	Invoice	Date	Description	Amount
	55Y1291097	07/18/2022	COPIER LEASE YEAR 1 OF 5 - 6/22/22-7/21/22	468.23
	55Y1293427	07/27/2022	COPIER LEASE YEAR 1 OF 5 - 6/1/22 - 6/30/22	1,742.68
	55Y1293614	07/27/2022	COPIER LEASE YEAR 1 OF 5 - 7/22	989.00
	55Y1295100	08/01/2022	COPIER LEASE YEAR 1 OF 5 - 7/1-7/31/22	1,359.10
Check	09/29/2022	6734 Accounts Payable	KIM TURNER, LLC	848.00
	Invoice	Date	Description	Amount
	1140	07/01/2022	ACTIVE SHOOTER-08/24/22-CHELSEA SIMON	149.00
	1105-110822-LUZ	09/26/2022	COMMUNICATIONS TRAINING OFFICER COURSE-LUZ BERTH	699.00
Check	09/29/2022	6735 Accounts Payable	LANGUAGE LINE SERVICES	411.01
	Invoice	Date	Description	Amount
	10614632	08/31/2022	INTERPRETATION SVCS AUGUST 2022	411.01
Check	09/29/2022	6736 Accounts Payable	JOSUE LOPEZ-DUENAS	350.00
	Invoice	Date	Description	Amount
	092022EXP	09/20/2022	BOOT REIMBURSEMENT 09/20/2022	350.00
Check	09/29/2022	6737 Accounts Payable	MANAGEMENT PARTNERS INC.	9,127.28
	Invoice	Date	Description	Amount
	10911	09/06/2022	ASSISTANCE WITH WORKERS COMP. DOCUMENTATION AND STAFFING	5,112.28

	INV10800	08/02/2022	ASSISTANCE WITH WORKERS COMP., DOCS AND STAFFING 07/07-07/19/22	320.00
	INV10708	07/06/2022	ASSISTANCE WITH WORKERS COMP., DOCUMENTATION AND STAFFING	2,335.00
	INV10602	06/03/2022	ASSISTANCE WITH WORKERS COMP., DOCUMENTATION AND STAFFING	1,360.00
Check	09/29/2022	6738 Accounts Payable	MANUEL FERNANDEZ CONSTRUCTION	570.08
	Invoice	Date	Description	Amount
	2020143	07/21/2022	COMMUNITY CETNER FLOORS	570.08
Check	09/29/2022	6739 Accounts Payable	STEPH MUFSON CREATIONS LLC DBA THE PARADE GUYS	7,500.00
	Invoice	Date	Description	Amount
	689	08/18/2022	FINAL PAYMENT NEWARK DAYS PARADE FLOAT 9/17/2022	7,500.00
Check	09/29/2022	6740 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	6,780.40
	Invoice	Date	Description	Amount
	3900	09/02/2022	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES (8/1/22-8/31/22)	6,780.40
Check	09/29/2022	6741 Accounts Payable	PAPA JOHNS PIZZA	1,045.31
	Invoice	Date	Description	Amount
	96	08/26/2022	FOOD FOR BIRTHDAY PARTY	166.99
	97	08/26/2022	FOOD FOR BIRTHDAY PARTY	171.48
	95	08/26/2022	FOOD FOR BIRTHDAY PARTY	304.94
	93	08/26/2022	FOOD FOR BIRTHDAY PARTY	216.48
	98	08/26/2022	FOOD FOR BIRTHDAY PARTY	185.42
Check	09/29/2022	6742 Accounts Payable	ROBERT HALF	2,113.65
	Invoice	Date	Description	Amount
	60585578	08/23/2022	TEMPORARY STAFFING GARY CAIN - 08/19/2022	2,113.65
Check	09/29/2022	6743 Accounts Payable	SFPUC	3,729.48
	Invoice	Date	Description	Amount
	55951	09/23/2022	SFPUC ACC#2866 09/23/22	2,798.34
	55918	09/23/2022	SFPUC ACC#3642 09/23/22	931.14
Check	09/29/2022	6744 Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC	431.04
	Invoice	Date	Description	Amount
	S2103720.002	09/06/2022	LIGHT SWITCH	431.04
Check	09/29/2022	6745 Accounts Payable	SAVAGE TRAINING GROUP LLC	198.00
	Invoice	Date	Description	Amount
	090222	09/02/2022	INTERNAL AFFAIRS FROM INCIDENT TO ADJUDICATION	198.00
Check	09/29/2022	6746 Accounts Payable	SCHINDLER ELEVATOR CORPORATION	4,462.46
	Invoice	Date	Description	Amount
	8106064821	10/01/2022	QUARTERLY BILLING FS 1 10/01/2022-12/31/2022	1,899.74
	7100501077	09/19/2022	FIRE TEST FS 1	2,562.72
Check	09/29/2022	6747 Accounts Payable	STEVE G. HOOS	120.00
	Invoice	Date	Description	Amount
	36064	09/09/2022	SILLIMAN FREEZER TROUBLESHOOT	120.00
Check	09/29/2022	6748 Accounts Payable	SUN RIDGE SYSTEMS INC	4,500.00

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	Invoice	Date	Description	Amount
	RIMS-092022-0322	09/06/2022	RIMS CONFERENCE 10/10/22-10/14/22 HALL	1,175.00
	RIMS-082022-0287	09/23/2022	RIMS CONFERENCE 10/10/22-10/14/22 MARISA	1,175.00
	RIMS-082022-0165	09/26/2022	RIMS CONFERENCE 10/10/22-10/14/22 JEREMY	975.00
	RIMS-092022-0378	09/26/2022	RIMS CONFERENCE 10/10/22-10/14/22 MUSANTRY	1,175.00
Check	09/29/2022	6749 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE	125.00
	Invoice	Date	Description	Amount
	0012245	07/31/2022	MUNICIPAL STORMWATER INSPECTION SERVICES (7/1/22-7/31/22)	125.00
Check	09/29/2022	6750 Accounts Payable	SYSCO - SAN FRANCISCO	485.63
	Invoice	Date	Description	Amount
	550230571	09/05/2022	CAFE/BDAY PARTY FOOD PURCHASES	485.63
Check	09/29/2022	6751 Accounts Payable	TEMPERATURE TECHNOLOGY INC.	2,206.10
	Invoice	Date	Description	Amount
	I2051	09/08/2022	HVAC REPAIRS-FIRE STATION 1	1,656.10
	I2046	09/06/2022	HVAC REPAIRS-CITY HALL	550.00
Check	09/29/2022	6752 Accounts Payable	HDL COREN & CONE	695.00
	Invoice	Date	Description	Amount
	SIN021781	09/27/2022	ACFR STATISTICAL PACKAGE 2021-22	695.00
Check	09/29/2022	6753 Accounts Payable	TIREHUB, LLC	6,298.13
	Invoice	Date	Description	Amount
	28073432	07/01/2022	TIRES	2,921.75
	28076727	07/01/2022	TIRES	816.50
	28077834	07/01/2022	TIRES	2,559.88
Check	09/29/2022	6754 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS	31,870.49
	Invoice	Date	Description	Amount
	082222STMT	08/22/2022	CC PAYMENT 08/22/22	31,870.49
Check	09/29/2022	6755 Accounts Payable	UTILITY TELECOM GROUP, LLC	19,846.30
	Invoice	Date	Description	Amount
	SEPT '22	09/16/2022	TELEPHONE & NETWORK PROVIDER - SEPT '22	19,846.30
Check	09/29/2022	6756 Accounts Payable	ORION SECURITY	3,465.60
	Invoice	Date	Description	Amount
	117799	07/23/2022	UNARMED, UNIFORMED SECURITY OFFICER 07/18/22-07/21/22	1,155.20
	118476	09/10/2022	UNARMED, UNIFORMED SECURITY OFFICER 09/062022-09/09/2022	1,155.20
	118550	09/17/2022	UNARMED, UNIFORMED SECURITY OFFICER 09/12/2022-09/15/2022	1,155.20
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 52	$214,715.92
	Checks:	52	$214,715.92	

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Void Payment - Reissue Check Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/29/2022

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE							
Check	12/02/2021	4485 Accounts Payable	LIEBERT CASSIDY WHITMORE		Check	6757	1,131.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1				$1,131.00
	Checks:	1	$1,131.00				

STAFF REPORT

Item D. 2.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of September 22, 2022 meeting minutes

Attachments

Minutes

MINUTES

Thursday, September 22, 2022

A. ROLL CALL

Mayor Nagy called the meeting to order to 7:00 p.m. Present were Council Members Collazo, Freitas, Bucci, and Vice Mayor Hannon.

B. PRESENTATIONS

1. Commending the U16 Boys National Premier League, National Champions in soccer

Mayor Nagy presented commendations to the 1974 Newark FC 06 Boys U16 Boys National Premier League National Champions.

Ryan Medrano thanked the City for the Mel Nunes Sports fields.

2. Introduction of employees

Mayor Nagy introduced Gustavo Perez, Building Mechanic II, Mark Valdez, Building Mechanic II, and Roberto Garcia-Acosta, Accountant.

3. Presentation on Newark Library

Joe Stoner, Newark Library Manager, gave the annual presentation on the library highlighting programs and usage (presentation on file with City Clerk).

C. PUBLIC COMMENT

Namit Saksena requested to speak on the public hearing at this time. Mayor Nagy advised that he may speak on the public hearing when it opens.

D. CONSENT CALENDAR

Council Member Bucci moved, Vice Mayor Hannon seconded, to approve Consent Calendar Items D.1 through D.7, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

1. Approval of Audited Demands

2. Approval of September 8, 2022 minutes

3. Adopt a resolution confirming the continued existence of a local emergency due to the COVID-19 Pandemic
Resolution No. 11402

4. Adopt a resolution finding that there is a proclaimed state of emergency; finding that meeting in person would present imminent risks to the health or safety of attendees as a result of the state of emergency; and authorizing continued remote teleconferenced meetings of the legislative bodies of the City of Newark for the 30 day period beginning September 22 pursuant to AB 361
Resolution No. 11403

5. Adopt a resolution amending the Conflict of Interest Code for nonelected officials and designated employees
Resolution No. 11404

6. Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with GHD Inc. for additional traffic engineering and transportation planning services and amendment of the 2022-2024 Biennial Budget
Resolution No. 11405

7. Adopt a Resolution authorizing the acceptance of the Selective Traffic Enforcement Program (STEP) grant through the State of California Office of Traffic Safety (OTS) and amending the 2022-2024 Biennial Budget
Resolution No. 11406

E. PUBLIC HEARINGS

1. Public hearing to consider (1) adoption of a resolution approving the following: an Amendment to the General Plan, an Amendment to the Bayside Newark Specific Plan, a Vesting Tentative Map, a Design Review, a Minor Use Permit, a

Density Bonus Incentive, an Addendum to EIR (SC#2010042012), a Transit Station Dedication Agreement, an Alternate Means of Compliance to Payment of Housing Impact Fees, and Grand Park Agreement Amendment; and (2) introduction of an ordinance amending the Zoning Map; for approval of the FMC Willow and Grand Park project consisting of 279 residential units, 3,600 square feet of retail, 91 affordable housing units, and a 1,485 square foot community building [APN's 537-0852-001-02 (portion), 537-0852-001-07 (portion), 537-0852-002-08 & 092-0100-005].
Resolution No. 11407
Introduction of Ordinance

Deputy Community Development Director Interiano gave the presentation recommending approval (presentation on file with City Clerk). The FMC Willow Grand Park project at Willow Street and Enterprise Drive, consists of 279 multifamily units, 3,600 square feet of retail, 91 multifamily affordable units, a 1,485 square foot community building, 5-acre Grand Park, and 1.8 acres for a future transit station.

Mr. Interiano reviewed the Bayside Transit Oriented Development Specific Plan, project history, design review, the transit station dedication agreement, Bay Trail access, the amendment to the previously approved Park Agreement, playground equipment upgrades that the developer agreed to for the Grand Park, parking reduction incentives, the vesting tentative map, amendments to the Specific Plan, General Plan and Zoning Map, the Affordable Housing and Compliance Agreement, and the California Environmental Quality Act. He noted that the Planning Commission approved the project in July.

Mark Butler, Integral Communities gave introductory comments and introduced Steve Jones.

Steve Jones, Integral Communities gave a presentation. He shared graphics of the site plan, the affordable housing development with retail, affordable rent samples, the Grand Park, the Bay Trail extension, the transit station parcel with interim improvements, and the building architecture.

Council Member Collazo suggested including a greywater recycling plan to use for the project landscaping.

In response to Vice Mayor Hannon’s question, Jatin Malhotra stated that there will be staff, in addition to the manager, at the affordable housing site.

In response to Vice Mayor Hannon’s questions regarding a cricket pitch, Recreation and Community Services Manager Cuevas shared the dimensions of soccer fields and cricket fields. He stated that staff was looking to add a cricket pitch at MacGregor Playfields.

Vice Mayor Hannon requested that staff explore a cricket pitch as an interim use on the transit station parcel.

Council Member Bucci requested clarification on the parking/density bonus and expressed his concern with the 20% reduction allowed for the project. Deputy Community Development Director Interiano stated that the project qualified for the reduction due to the Code.

Mayor Nagy opened the public hearing at 8:20 p.m.

Namit Saksena stated that he was excited to see the project move forward. He commended staff for incorporating feedback in the park design. He requested a cricket pitch, would like to connect to the Bayside Trail in the map above the Grand Park to allow easier access to green space. He requested that the park be built sooner.

Mayor Nagy closed the public hearing at 8:24 p.m.

Mark Butler explained the steps necessary before park construction could begin. He estimated that the park would be complete by June or July of 2025.

Council Member Bucci reiterated that a 20% reduction in parking was a bad idea. He stated the lack of parking would impact the community and Police resources. He stated that the rest of the project was great.

Vice Mayor Hannon moved, Council Member Freitas seconded to (1) adopt a resolution approving the following: an Amendment to the General Plan, an Amendment to the Bayside Newark Specific Plan, a Vesting Tentative Map, a Design Review, a Minor Use Permit, a Density Bonus Incentive, an Addendum to EIR (SC#2010042012), a Transit Station Dedication Agreement, an Alternate Means of Compliance to Payment of Housing Impact Fees, and Grand Park Agreement Amendment; and (2) introduction of an ordinance amending the Zoning Map; for approval of the FMC Willow and Grand Park project consisting of 279 residential units, 3,600 square feet of retail, 91 affordable housing units, and a 1,485 square foot community building [APN's 537-0852-001-02 (portion), 537-0852-001-07 (portion), 537-0852-002-08 & 092-0100-005]. The motion approved the following amendments to the Initial Study and Addendum: 1)Addendum-Pg.2 revise acreage for Commercial/Mixed Use SP to 1.6 acres(from 1.2) and revise Medium /High Density in SP to 13.4 acres(from 13.1) and 2) Initial Study- Pg.5,97 &98 Revise any 1.2 acre reference to 1.6 acres, also revise any reference of 13.1 to 13.4 acres, including any updates to density due to revisions. The motion passed, 5 AYES.

F. OTHER BUSINESS

1. Adopt two resolutions approving (1) a Standard Agreement, Loan Agreement, Regulatory Agreement, Promissory Note and Deed of Trust, and (2) a

Subordination Agreement for the Towne Place Suite Homekey Project known as "Cedar Community Apartments" at 39802 Cedar Boulevard
Resolution No. 11408 standard agreement
Resolution No. 11409 loan agreement and associated agreements

Community Development Director Turner gave the presentation recommending approval (presentation on file with City Clerk). He outlined the Project Homekey history, grants and funding Overview, affordable housing, funding agreements, operation and development overview, policy and program conformance and next steps.

Lieutenant Sandoval provided crime analysis of the area. He reviewed Project Roomkey and noted that the reported incidents before, during, and after that project remained consistent. He requested security cooperation and camera access with Abode Services.

Community Development Director Turner stated that site would include security fencing with controlled access, security cameras, security guard 24/7, and a live-in manager. Site improvements include a modular building for resident services, new security fencing and cameras, bicycle spaces, Accessible parking and mobility. 88 parking spaces will be provided. He outlined next steps with leasing/tenant move in estimated between November 2022 through March 2023.

Louis Chicoine, CEO, Vivian Wan, Chief Operating Officer, and Jon White, Chief Real Estate Officer of Abode Services gave a presentation (on file with City Clerk) in support of the project.

Council Member Bucci suggested an application fair and local nonprofits to contact.

Terrence Grindall stated that he supported the project. This project secures millions of dollars for the city and the developer had a strong track record. He urge staff to monitor the project for any negative impacts to the area.

Austin Blach spoke in favor of the project and recommended approval.

Ashley Mo’s husband, stated he was neutral on the project. He asked what could be done with the unsheltered individuals currently living in the neighborhood.

Vice Mayor Hannon requested that Abode Services report back in a year on the project. He requested modifications to the social services section asked staff to incorporate specific timeframe of at least 30 days to notify the City if there is a significant change of the services provided. If for any reason the promissory note goes into default or foreclosure, that the City Council be notified immediately.

Council Member Bucci moved, Vice Mayor Hannon seconded to adopt two resolutions approving (1) a Standard Agreement, Loan Agreement, Regulatory Agreement, Promissory Note and Deed of Trust, and (2) a Subordination Agreement for the Towne

Place Suite Homekey Project known as "Cedar Community Apartments" at 39802 Cedar Boulevard. The motion passed, 5 AYES.

G. CITY COUNCIL MATTERS

1. Adopt a resolution approving the Mayor's appointment to the Planning Commission
Resolution No. 11410

Mayor Nagy recommended the appointment of Patricia Pitpitan to the unexpired term on the Planning Commission.

Moved by Council Member Collazo, seconded by Vice Mayor Hannon to approve the appointment of Patricia Pitpitan to the Planning Commission. The motion passed, 5 AYES.

Mayor Nagy complimented the productivity of the meeting.

Council Member Bucci stated that he was proud of the work accomplished at this meeting. He commended Laurie Gratz, the Boy Scouts and the Newark Memorial Varsity Football Team for their quick closing activities for Newark Days.

Council Member Collazo thanked Assistant to the City Manager Gebhard for her work on the City Council's float for Newark Days. Shop Newark.

Council Member Freitas stated that he agreed with the previous comments.

Vice Mayor Hannon stated that 215 affordable housing units were approved tonight through two outstanding projects. He requested that the City Council adjourn the meeting in memory of Monica Lynn Bennett, daughter of Russ and Marla Blowers.

H. CLOSED SESSION

I. ADJOURNMENT

Mayor Nagy adjourned the meeting at 10:01 pm, in memory of Monica Lynn Bennett.

STAFF REPORT

Item D. 3.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Kristopher Kokotaylo, City Attorney
SUBJECT	Adopt a Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Continued Remote Teleconferenced Meetings of the Legislative Bodies of the City of Newark for the 30 Day Period Beginning October 13 Pursuant to AB 361

SUMMARY AND RECOMMENDATION

Since near the start of the COVID-19 pandemic the City has been able to conduct meetings of its legislative bodies remotely pursuant to Executive Order N-29-20, which suspended certain provisions of the Brown Act allowing the City to conduct its meetings virtually. On June 11, 2021, Governor Newsom issued an Executive Order that ends the clauses of Executive Order N-29-20 which suspended those provisions of the Brown Act on September 30, 2021. Governor Newsom signed AB 361 into law on September 16, 2021. AB 361 allows the City to continue conducting virtual meetings where the Governor has proclaimed a State of Emergency and state or local officials have imposed or recommended social distancing or where the City Council has declared the need to meet remotely due to imminent risks to the health or safety of attendees.

On September 23, 2021, the City Council made the necessary findings pursuant to AB 361 to continue to conduct virtual meetings. AB 361 requires that the City Council revisit the need to continue conducting virtual meetings every 30 days. The City Council last made the necessary findings on September 22, 2022.

Staff and the City Attorney recommend that the City Council adopt a resolution making the necessary findings pursuant to AB 361 to continue conducting virtual meetings. Absent further action of the City Council, the City's legislative bodies would need to continue in-person meetings 30 days after September 22, 2022.

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 17, 2020, the City Council adopted a Resolution ratifying the proclamation of

a local state of emergency by the Director of Emergency Services due to COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

The City has established virtual meetings for all City Council and City Council appointed Board and Commission meetings. The virtual meetings have allowed the Council and advisory bodies to continue to conduct City business from remote locations while ensuring the public's continued access to government meetings in a safe manner.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to public meetings held in full compliance with the Brown Act.

Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within the Alameda County. Additionally, since then, the highly contagious Omicron variant and sub-variants BA.2, BA.2.12.1, and BA.5 have emerged, resulting in the greatest nationwide COVID-19 infection rate since the beginning of the COVID-19 pandemic. Currently, state and local officials strongly recommend wearing masks indoors. State officials further recommend the use of masks when social distancing is not possible.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the Council make specified findings. AB 361 took effect immediately.

The City Council adopted a resolution pursuant to AB 361 on September 23, 2021 in order to allow the City's legislative bodies to continue conducting virtual meetings after September 30, 2021. The resolution included all of the necessary findings required pursuant to AB 361. The City Council has adopted continued resolutions since that time.

DISCUSSION/ANALYSIS

The California Legislature approved AB 361 and the Governor signed the bill into law on September 16, 2021. AB 361 allows local legislative bodies to continue to meet remotely after the expiration of the clauses of Executive Order N-29-20 which suspended certain Brown Act provisions. Under AB 361, the City and its legislative bodies will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote

social distancing;
• Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees.

The City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

• The Governor has declared a State of Emergency, and the City Council has ratified the proclamation of a local emergency by the Director of Emergency Services;
• The CDC recommends social distancing of at least six feet due to COVID-19, and CalOSHA recommends social distancing under certain circumstances and maintaining six feet of distance can avoid close contacts requiring quarantine;
• The Delta and Omicron variants of COVID-19 have resulted in a significant increase of COVID-19 cases within the state and throughout Alameda County;
• Meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

Pursuant to AB 361, the City Council is required to declare every 30 days that the City's legislative bodies must continue to meet remotely in order to ensure the health and safety of the public.

The proposed resolution includes the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to continue meeting remotely.

FISCAL IMPACT

There is no direct fiscal impact of adopting this Resolution.

REVIEW AND APPROVAL

Prepared by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

AB 361 Resolution October 13

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING CONTINUED REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF NEWARK FOR THE 30 DAY PERIOD BEGINNING OCTOBER 13 PURSUANT TO AB 361

WHEREAS, all meetings of the City of Newark's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, on March 17, 2020, the City Council adopted a Resolution ratifying the proclamation of a local emergency by the Director of Emergency Services due to COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up virtual meetings for all City Council meetings and meetings of all legislative bodies within the City; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ends the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the City Council make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, AB 361 (2021) requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body

determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

WHEREAS, since issuing Executive Order N-08-21, the highly contagious Delta and Omicron variants, in addition to Omicron sub-variants, of COVID-19 have emerged, causing an increase in COVID-19 cases throughout the State and Alameda County; and

WHEREAS, on August 3, 2021, in response to the Delta variant of COVID-19, the Alameda County Health Officer issued an order for nearly all individuals to wear masks when inside public spaces; and

WHEREAS, following the Alameda County Health Order the Omicron variant emerged and was designated as a variant of concern by the United States; and

WHEREAS, the emergence of the highly contagious Omicron variant has resulted in the greatest nationwide COVID-19 infection rate since the beginning of the COVID-19 pandemic; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household and CalOSHA recommends social distancing under certain circumstances and maintaining six feet of distance can avoid close contacts requiring quarantine. State and local officials currently strongly recommend wearing masks indoors and state officials further recommend the use of masks when social distancing is not possible; and

WHEREAS, because of the rise in cases due to the Delta and Omicron variant of COVID-19, and now the Omicron sub-variant, the City is concerned about the health and safety of all individuals who intend to attend City Council and meetings of the City's other legislative bodies; and

WHEREAS, on September 23, 2021, the City Council found that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City's legislative bodies hold in person meetings; and

WHEREAS, the highly contagious Omicron variant has since resulted in several highly contagious sub-variants, including the new BA.5, which has become the dominant strain of COVID-19; and

WHEREAS, due to the presence of the highly contagious Omicron sub-variants, especially BA.5, there has been a continuation of hospitalizations within the state; and

WHEREAS, the City Council has subsequently found that the presence of COVID-19 and the number of cases due to the Delta and Omicron variants would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City's legislative bodies hold in person meetings; and

WHEREAS, the City Council finds that the imminent risks of the City's legislative bodies holding in person meetings to the health or safety of attendees continues to exist due to the Delta and Omicron variants of COVID-19; and

WHEREAS, the City shall ensure that it's meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

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

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following continued findings:

   a) The City Council has reconsidered the circumstances of the state of emergency; and

   b) The state of emergency, as declared by the Governor and City Council, continues to directly impact the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, from meeting safely in person; and

   c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19, state and local officials continue to recommend wearing masks and physical distancing under certain circumstances, and as a result of the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. City Council and City's legislative bodies may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.

4. The City Council will revisit the need to conduct meetings remotely within 30 days of the adoption of this resolution.

STAFF REPORT

Item D. 4.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Kristopher Kokotaylo, City Attorney
SUBJECT	Consideration of application for permission to file late claim by Kim Irene Schultz

Background/Discussion – On September 1, 2022, the City received an application to file a late government claim from Kim Irene Schultz pursuant to Government Code section 911.4. The underlying claim seeks $1 million for injuries allegedly sustained on February 19, 2022 when Ms. Schultz was walking on the sidewalk near Reina Place in Newark. Under the Government Claims Act, individuals seeking money or damages against the City must generally file an administrative claim with the City before filing any court action. Claims for damages arising from personal injury or property damage are required to be submitted to the City within six (6) months from the date of the incident.

Claims not submitted within the required time are generally barred. However, the State law allows claimants to seek permission to file a claim late. The City must grant this request if the claim was not presented in a timely fashion due to mistake and the late claim will not prejudice the City's defense of the claim.

Ms. Schultz submitted a claim to the City on September 1, 2022, approximately one week late (August 19, 2022). Ms. Schultz filed a request to submit an untimely claim and explained that the claim was filed late as a result of the COVID-19 shutdowns based on Governor Newsom's executive orders extending various statute of limitations periods.

Government Code section 911.6 provides that the City shall grant the late claim application where "[f]ailure to present the claim was through mistake, inadvertence, surprise of excusable neglect and the public entity was not prejudiced in its defense of the claimant to present the claim" within six months after the incident. Because allowing the claim to be filed late will not prejudice the City's defense of the claim and Ms. Schultz has presented a basis excusing the failure to timely file, staff recommends that the City grant Claimant permission to file the claim late in accordance with the requirements of the Government Code. The claim and all relevant information were forwarded to the Sedgwick, the City's third party administrator. The recommendation of staff is consistent with the recommendation provided by Sedgwick.

Action: Staff recommends that the City Council, by motion, accept the late claim

application and authorize staff to inform the claimants of such acceptance.

STAFF REPORT

Item D. 5.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Art Interiano, Deputy Community Development Director
SUBJECT	Adopt a Resolution Approving a First Amendment to the Contractual Services Agreement with Stantec Consulting Inc.

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the existing contract with Stantec Consulting Inc. to increase the “not-to-exceed” amount by $331,814. The scope of services would be revised to include additional environmental services to complete a full Environmental Impact Report for the Mowry Village project.

BACKGROUND

The City is currently reviewing an application that was submitted by The Mowry Project Owner LLC, which proposes to build 204 residential units on properties located west of the Silliman Center, a short distance west of the railroad tracks (APN 537-850-2, 537-850-1-11 & 537-850-1-13). The project is within the Area 4 Specific Plan and is zoned Park with a General Plan Low Residential land use designation. On June 10, 2021 the City approved a contract for Stantec Consulting Inc. to perform the necessary environmental analysis. The original contract amount was $169,708 (see Attachment C).

DISCUSSION/ANALYSIS

After the initial phase of environmental review, additional services are needed to complete the Environmental Impact Report and therefore an increase to the maximum contract amount is required. The review of the project requires specialized consultant services for the preparation of an environmental analysis, consistent with the requirements of the California Environmental Quality Act (CEQA), as well as services to assess the Project’s consistency with the City's existing land use policies and actions. Community Development staff is recommending that Stantec Consulting Services Inc. perform the required services as described in the First Amendment to Contractual Service Agreement (the “Agreement”) contained in Attachment B of this report.

FISCAL IMPACT

There is no fiscal impact associated with this action as the costs of this amendment are paid for by the applicant.

REVIEW AND APPROVAL

Prepared by - Art Interiano, Deputy Community Development Director
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

A- Draft Resolution

B - First Amendment to Contractual Agreement with Stantec Consulting Inc

Agreement- Exhibit 1

C - Original Stantec Contract for Mowry Village Project

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE PROFESSIONAL ENVIRONMENTAL SERVICES

WHEREAS, On June 10, 2021, the City of Newark awarded a Contractual Services Agreement (the "Agreement") to Stantec Consulting Services Inc. (the "Consultant") to provide professional environmental services; and

WHEREAS, the City finds that the scope of services described in the Agreement continue to be necessary and desires to amend the Agreement to provide additional funding for the existing scope of services to be provided by the Consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the first amendment to the Contractual Services Agreement with Stantec Consulting Services Inc., in a form approved by the City Attorney, to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not to exceed amount of the Agreement by $162,106.00 for a total not to exceed amount of $331,814.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement, in a form approved by the City Attorney, that are within the total not to exceed amount of $331,814.00.

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND STANTEC CONSULTING SERVICES INC.

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Stantec Consulting Services, Inc., a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated June 10, 2021 (the "Agreement"), is entered into as of _____, 2022 for the provision of professional environmental services.

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of professional environmental services to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $162,106, for a total not to exceed amount of $331,814 (from a previous not to exceed amount of $169,708.).

2. The Agreement's Exhibit 1 (Scope, Services and Schedule) is amended as outlined in the new Scope of Work, attached hereto and incorporated herein by reference.

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

City of Newark

_____

David J. Benoun
City Manager

Dated: _____

Consultant

_____

Authorized Representative
Stantec Consulting Services, Inc.

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

Stantec

AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	27 July 2022
"Stantec"	Stantec Consulting Services Inc. 1340 Treat Blvd, Suite 300, Walnut Creek, CA 94597 Ph: (925) 285-6541 email: anna.radonich@stantec.com	Stantec Project # Stantec Pipeline #	Stantec Proj. No. 185705508 825195
Client	City of Newark, Art Interiano 37101 Newark Blvd, Newark, CA 94560 Ph: (510) 578-4331 email: art.interiano@newark.org	Client Project #	N/A.
Project Name and Location:	Mowry Village Project	Change Order #	Change Order No. 1

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):

Based on direct from City Staff, we have developed the following scope of work to prepare an Environmental Impact Report (EIR) for the Mowry Village Project (Project) located on Mowry Avenue in Newark, California. The EIR will be based on the Project Description, Notice of Preparation (NOP) and scoping meeting prepared under the original Project contract executed June 10, 2021. The EIR tasks include completion of the Draft EIR, Final EIR, and MMRP. A Statement of Overriding Considerations may be prepared under a separate scope if applicable and requested by the City.

All deliverables associated with this EIR are budgeted as a combination of electronic. Due to COVID-19 conditions and current Office of Planning and Research guidelines, it is assumed all submittals to State Clearinghouse will be electronic.

Task 1: Project Initiation, Project Description, and Peer-Review of Technical Studies

Stantec has completed the following subtasks for the Project under the existing Project contract executed on June 10, 2021:

Project Initiation

Upon Project authorization, Stantec Principal in Charge, Trevor Macenski, and Project Manager, Anna Radonich, met with the City to initiate the environmental review process.

Project Description

Stantec prepared a draft project description for the City's review. The City deemed the project description "final" on October 26, 2021. Using the "final" project description, the Applicant's technical consultant (Helix) will update the Project technical studies. It is assumed Stantec is not preparing any of the technical studies for the Project and that all studies needed for the EIR analysis will be provided by the City and/or Applicant.

Peer-Review of Technical Studies

It is assumed the Applicant's technical consultant (Helix) will update the Project technical studies and provide Stantec with technical studies for use in the EIR document that reflect the October 26, 2021 "final" project description. Stantec will prepare brief peer-reviews memorandums of each technical study (assumed to be no more than seven). It is assumed the technical analysis will be determined adequate for use in the EIR analysis. The budget included herein reflects Stantec's need to re-review a portion of the studies as preliminary reviews were performed on the now-outdated studies (tasks has been completed an additional four times form the original scope of work and is reflected in the fee, below).

Task 2: NOP, AB 52 Consultation Outreach, and Scoping Meeting

Stantec will complete the following subtasks for the Project under the existing Project contract executed on June 10, 2021:

NOP

Stantec prepared an NOP for referral to all interested parties, affected agencies, and others, consistent with the City's approved format. The NOP will post to State Clearinghouse for 30-day public review, in mid- to late-November 2021. Stantec will submit the NOP to the State Clearinghouse electronically per current Office of Planning and Research guidelines. We assume City staff will circulate the NOP to all other recipients.

Scoping Meeting

Pursuant to CEQA Guidelines Section 15082, one public scoping meeting will be held during the NOP review period to gather public and agency comments on the scope of the EIR; this meeting will be held during the 30-day review period as determined by the City. Stantec's Principal in Charge, Trevor, and Project Manager, Anna, will attend the scoping meeting. This scope assumes one public scoping meeting. Considering the present mandates due to COVID-19, its assumed that the scoping meeting would be held as a virtual meeting.

AB 52 Consultation Outreach

Stantec will assist the City by initiating AB 52 consultation on behalf of the City and include the results in the EIR. Additionally, though not included in the original Project scope of work, the City has requested Stantec provide assistance initiating SB 18 consultation, as well. As such, Stantec will initiate SB 18 consultation on behalf of the City.

Task 3: Administrative Draft EIR

Using the Project description, technical studies provided by the City and/or Applicant, results of the public scoping process, and other sources, Stantec will prepare the Administrative Draft EIR consistent with the requirements of CEQA, relevant case law, and the specifications of the City. Each resource area outlined in CEQA Guidelines Appendix G will be evaluated in the EIR and shall include descriptions of the existing setting, thresholds of significance used to gauge the magnitude and intensity of impacts, and practicable measures to avoid or reduce potentially significant impacts. While the original Project contract assume preparation of a Focused EIR, the scope below reflects preparation of a "full" EIR (ie, all twenty Appendix G resource topics, in addition to all other required sections).

The Administrative Draft EIR, Screencheck Draft EIR and Draft EIR will each include the following information:

Project Objectives. A narrative will be provided describing the objectives of the Project.

Executive Summary. Pursuant to Section 15123 of the CEQA Guidelines, Stantec will prepare an Executive Summary including, at a minimum, the following information:

- A summary table that clearly describes the potential impacts and mitigation measures that would avoid or reduce the effect of each significant impact and indicates whether the impact remains significant after mitigation.
- Areas of controversy known to the City, including issues raised by agencies and the public.
- Issues to be resolved, including the alternatives and whether or how to mitigate the significant effects.
- Descriptions of the Project alternatives and conclusions regarding the environmental superiority of an alternative will also be summarized. The development of alternatives to the Project is further discussed below.

Introduction. The Introduction chapter will provide a basic, non-technical explanation of the Draft EIR, as well as additional information relevant to understanding the document.

Project Description. One of the initial key actions will be to formulate a working description of the Project and Project alternatives. Stantec will work with the City to prepare a description that articulates the Project's overall objectives.

Establishment of Thresholds of Significance. Stantec will work with the City to establish thresholds of significance for each resource, if needed.

Identification and Description of Project Alternatives. Stantec will assist the City in engaging with the Applicant to identify and describe up to three Project alternatives, including the No-Project alternative and, if appropriate, a reduced-size alternative at levels of detail that are adequate to support a meaningful comparison of impacts in the EIR. We anticipate that the Applicant would apply the guidance provided by the City and by Stantec to acquire additional baseline information and to undertake additional analyses needed to evaluate and compare the potential impacts and formulate feasible mitigation measures for each alternative.

Environmental Setting, Impacts, and Mitigation Measures. As required by Section 15125 of the CEQA Guidelines, the Environmental Setting portions of the EIR will contain a "description of the environment in the vicinity of the Project, as it exists before the commencement of the Project, from both the local and regional perspective." The setting discussions will also include a brief statement of the pertinent regulatory setting.

Thresholds for determining the significance of impacts will be described for each environmental impact topic. The significance of Project-induced impacts will then be determined for each topical area. The analyses will focus on issues identified by responsible and trustee agencies, local agencies, and other interested parties in response to the NOP. Impacts found to be less than significant will be described. Impacts that cannot be mitigated below the level of significance will be identified, and the extent to which those impacts could be mitigated through Project alternatives or changes will be demonstrated. Impacts will be quantified to the extent possible. Mitigation measures will be listed and numbered and cross-referenced to applicable impacts.

Elements of the Environmental Setting, Impacts, and Mitigation Measures Sections of the EIR. The elements of the Environmental Setting and Impacts and Mitigation Measures sections of the EIR are described in more detail in the following sections.

Aesthetics, Light, and Glare. Stantec visual resources specialists will produce the CEQA document section that, in text and images to the extent information is available, thoroughly describes the visual environment at and near the Project location both under current conditions and with the Project. This evaluation will reflect both the City's design guidelines and the aesthetic character and will be based on the City's thresholds. Any impacts and associated mitigation measures (and mitigation measures for alternatives) will be presented clearly and concisely. Stantec will refer to and include the view simulations/renderings provided by the City; we assume that no visual simulations or rendering would be prepared for the Project.

Agricultural and Forestry Resources. Stantec will review local zoning designations and the State's Farmland Mapping and Monitoring Program database to determine the potential for designated important farmlands to be impacted by Project implementation. There are no forestry resources in the Project area.

Air Quality, Greenhouse Gases, and Energy. The Project would result in construction-related and operations-related emissions of air pollutants and GHGs. Stantec will prepare the air quality, greenhouse gases, and energy sections of the CEQA document using the Air Quality, Greenhouse Gas, and Energy Technical Memorandum and modeling provided by the City and/or Applicant. The CEQA document will summarize the findings of the Air Quality, Greenhouse Gas, and Energy Technical Memorandum, including the potential for any significant direct, indirect, and cumulative impacts on air quality, and associated mitigation measures. The sections will be closely coordinated with the project description to ensure the Project and associated environmental effects are consistently characterized.

Biological Resources. Stantec will prepare the biological resources section of the CEQA document summarizing the findings of the biological resources assessment provided by the City and/or Applicant. Stantec assumes that no wetlands are present on the site.

Cultural and Tribal Cultural Resources. The Project would involve ground-disturbing activities that may have the potential to encounter undiscovered cultural resources (e.g., artifacts, fossils, burial sites, etc.). Stantec will prepare the cultural resources and tribal cultural resources sections of the CEQA document using the cultural resources technical memorandum provided by the City and/or Applicant. Stantec understands that the City will initiate AB 52 consultation and provide the results to Stantec to include in the CEQA document.

Geology and Soils (Seismicity). Stantec will assess the potential geology and soils impacts of the Project and prepare the Geology and Soils sections of the CEQA document using the geotechnical study provided by the City and/or Applicant. Key issues to be evaluated include seismicity of the local area, the proximity fault zones and their

potential effect on site development, the erodibility of site soils, soil stability characteristics, and the expansive characteristics of the site soils. This analysis will be based on existing published information (soil reports and maps, geotechnical reports, other data), and the preliminary geotechnical report provided by the City. No additional soils or other field geological analyses will be conducted. Mitigation measures will be developed, as appropriate.

Hazardous Materials Usage, Placement, Storage, and Transport. Stantec will utilize the Phase I and Phase II provided by the City and/or Applicant to prepare the hazardous materials usage, placement, storage, and transport section of the CEQA document. As needed, other existing data sources from the Department of Toxic Substances Control (DTSC), the RWQCB, other regulatory agencies, and the General Plan would also be used to determine the potential for encountering hazardous materials and wastes within the Project area.

Hydrology/Hydrologic and Water Quality. The Project would include construction and operational activities that may have potential water quality and drainage impacts. Stantec will evaluate the hydrologic and water quality conditions of the project site based on the hydraulic calculations and water supply assessment provided by the City and evaluate potential impacts that may occur from the Project. In addition, existing site drainage and proposed modifications, if any, will be reviewed as part of the water quality evaluation under CEQA. Short-term construction impacts potentially posed by construction activity are expected to be less than significant or to be fully mitigated by adherence to applicable stormwater pollution prevention guidelines promulgated by the state and the RWQCB.

Land Use and Planning. Existing conditions will be reviewed by Stantec by determining existing site zoning, proposed zoning, and examining local land use plans and policies to determine project consistency. Existing surrounding land uses will be identified and described to determine land use compatibility and to identify potential conflicts that could occur during Project construction or operation. The analysis would include a discussion of its consistency with Newark's General Plan.

Mineral Resources. Stantec will review readily-available information, including the General Plan and its EIR to determine the potential for mineral resources to be impacted by Project implementation.

Noise. The Project would result in additional traffic-related noise and additional stationary noise. Accordingly, the Project would have the potential to create noise and vibration impacts that could adversely affect surrounding land uses. Stantec will prepare the noise section of CEQA document using the noise study provided by the City and/or Applicant.

Population and Housing. It is expected that the Project's development would represent a modest increase in the City's overall residential population. Each of the residences (203 single family homes) would provide housing opportunities for the City. Stantec will compare this modest increase in population with the Plan Bay Area 2050 projections for the City and, if available, a more localized geography, and other resources, such as census data and/or Department of Finance estimates, to determine whether the Project's residential and employee population has been accounted for both at regional and local levels. Stantec will determine whether the Project could result in any indirect physical environmental effect as a result of the proposed Project's increase in population.

Public Services. Stantec will use the most recent data available and utilize the will serve letters available for the Project. If needed, Stantec will contact relevant service providers, including police and fire protection. We will provide a description of potential impacts to existing conditions and services resulting from the construction and operation of the Project.

Recreation. The EIR will address potential impacts to recreation facilities in the area as a result of the Project.

Transportation. Stantec will prepare the transportation section of the EIR using the vehicle miles traveled (VMT) analysis provided by the City and/or Applicant.

Utilities and Service Systems. This section of the EIR will address potential effects related to the availability and capacity of utilities and services. Utilities and services that will be addressed include sewer service, water service, and solid waste collection and disposal. This section will discuss whether any of these services or facilities is below adopted standards, or near or beyond their capacity to adequately serve the Project. Stantec will utilize the water supply assessment and will serve letters provided by the City. The baseline data developed for the existing uses in the water supply assessment will inform the discussion of impacts.

Wildfire. The Project consists of development of undeveloped land. The EIR document will analyze the potential for wildfire inducement. Stantec will utilize any existing fire behavior modeling and City and County wide efforts but will make current references to existing fuel loads and wind behaviors. Additionally, Stantec will any State Wildfire Hazard Severity Zone designations.

Cumulative Analysis. Stantec will describe the reasonably foreseeable projects within a study area determined, in close communication with the City, to be appropriate to the CEQA requirement to consider cumulative impacts. As identified above, Stantec assumes the City will provide information on all reasonably anticipated projects so cumulative projects can be adequately addressed. Cumulative projects will be discussed for each technical issue and growth-inducing impacts will be evaluated separately in the EIR.

Effects Found Not to Be Significant. Stantec will describe effects found not to be significant in accordance with CEQA Guidelines Section 15128 by listing them with brief explanations of why they are not significant.

Significant Unavoidable Adverse Impacts. Stantec will discuss all significant unavoidable adverse impacts in conformance with CEQA Guidelines Section 15126(b). The discussion will include any impacts that can be partially mitigated, but not to a less-than-significant level.

Growth-Inducing Impacts. Pursuant to Section 15126(g) of the CEQA Guidelines, Stantec will discuss any potential growth-inducing impacts of the Project. Potential sources of growth inducement and their corresponding impacts, such as removal of obstacles to growth (i.e., extension of infrastructure), new employment generation, or major economic influences, will be qualitatively analyzed to the extent that they are applicable.

Alternatives to the Proposed Project. Pursuant to CEQA Guidelines Section 15126.6, Stantec will evaluate three alternatives to the Project. One alternative will be the CEQA-required “No -Project” alternative. The other two alternatives will be formulated in consultation with the City, and it is anticipated that at least one will consider reducing the Project intensity. Each alternative will be described in sufficient detail and evaluated against the Project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. The Alternatives section will also include a description of alternatives that were initially considered but ultimately rejected from further consideration.

Alternatives compared in the EIR will be selected based on their ability to reduce one or more potential impacts that would otherwise be significant and unavoidable below what can be achieved through mitigation alone. Stantec will develop reasonably detailed analyses of impacts associated with these alternatives, by topic, in comparison with the Project. As required by Section 15126(f), the Draft EIR will identify the environmentally superior alternative and, if that is the “No-Project” alternative, the environmentally superior alternative among the remaining action alternatives.

Other CEQA Sections. Stantec will prepare the remaining CEQA-mandated sections, including the MMRP.

Project Summary. Stantec will prepare a summary, presenting the significant conclusions of the EIR in a manner that is easy to understand. A summary table format will be used to identify the significant impacts and the effectiveness of the recommended mitigation measures. A summary of the alternatives analyses, issues still to be resolved, and issues subject to potential controversy will be presented, as required by CEQA compliance procedures.

Deliverable

- Administrative Draft EIR (electronic)

Task 4: Screencheck and Public Draft EIR

Screencheck and Public Draft EIR

Stantec will respond to one round of City comments (and, if appropriate, the Applicant’s comments provided to the City) on the Administrative Draft EIR. To incorporate responses to these review comments into the Administrative Draft EIR, we will:

- Coordinate with the City staff who will assemble comments on, and suggested revisions to, the Administrative Draft EIR. One set of unified City staff comments will be provided to Stantec for the Administrative Draft EIR review. The City will reconcile conflicting review comments, if needed, among City staff before giving the comments to Stantec.

• Complete one set of revisions to the Administrative Draft EIR, pursuant to review comments and in conformance with the scope of work.

Stantec will then prepare and reproduce a Screencheck Draft EIR for submittal to the City for review prior to distribution to the public. Stantec will then prepare the Draft EIR in a manner that is ready to be published for public review. Once the Draft EIR is deemed acceptable for public distribution, Stantec will upload the electronic copies to the State Clearinghouse CEQA portal in coordination with the City. Stantec will provide an electronic copy to the City for distribution and web posting. Hard copies of the Public Draft EIR would be provided upon request, up to three copies (with appendices on flashdrive).

Stantec assumes that the City will provide one set of consolidated comments on the review of the Administrative Draft EIR and the review of the Screencheck Draft EIR.

Deliverable

• Screencheck Draft EIR (electronic)

• Public Draft EIR (electronic, electronic submittal to State Clearinghouse)

Task 5: Response to Comments and Administrative Final EIR

Administrative Final EIR

After the close of the 45-day public comment period, Stantec will prepare written responses to comments received on the Draft EIR and submit them for review by City staff. The responses to comments will be prepared based on the CEQA Guidelines and the City's CEQA implementing procedures and will be submitted to the City in the form of an Administrative Final EIR. To implement this process, the following steps are proposed:

• City staff will compile and transmit to Stantec all written comments on the Draft EIR.

• Stantec will confer with City staff and the Applicant (if approved by the City) to review written comments on the Draft EIR and comments from public meetings and hearings to develop a general framework and strategies for preparing responses. The format of the Final EIR will be as an attachment of responses to comments to the text of the Draft EIR.

• Stantec will submit the Administrative Final EIR and the Administrative Draft MMRP (as detailed below in Task 6) for City staff review. Responses within this proposal's scope of work and budget will consist of explanation, elaboration, or clarification of the data contained in the Draft EIR with Stantec staff time to address up to 100 individual comments in this task. Stantec will communicate to the City if assistance is needed from the Applicant's consultants to respond to technical questions, and comments on their respective work products, or if new analysis is required.

Deliverable

• Administrative Final EIR including response to comments (electronic)

Task 6: Final EIR, MMRP, Noticing, and Findings of Fact

Screencheck Final EIR and Final EIR

Stantec will revise the Administrative Final EIR by incorporating written responses to comments received from City staff and, if appropriate, the Applicant, yielding a Screencheck Final EIR and then the Final EIR review. One set of unified comments incorporating all City staff comments on the Draft and Screencheck Final EIRs will be provided to Stantec. The Final EIR shall comprise the Draft EIR, comments on the Draft EIR, and responses to all comments on the Draft EIR, including any necessary changes to the Draft EIR text. Submittal of the Final EIR shall be accompanied by submittal of the Final MMRP, as outlined below. Stantec will present the Final EIR and MMRP to the Planning Commission and City Council for certification at a public hearing.

Deliverable

• Screencheck Final EIR including response to comments (electronic)

• Final EIR including response to comments (electronic, electronic submittal to State Clearinghouse)

Mitigation Monitoring and Reporting Program

Stantec will prepare the MMRP required by Public Resources Code Section 21081.6, as mandated by AB 3180, for adoption at the time of the CEQA findings. Stantec will prepare an Administrative Draft MMRP in accordance with the CEQA Guidelines and the City's CEQA implementing procedures. The Administrative Draft MMRP will be prepared concurrently with preparation of the Public Draft EIR. The MMRP will be designed to ensure compliance with mitigation measures required during project implementation.

The MMRP will be designed to fit into the City's existing entitlement and project review process; the City will provide the format. Stantec will coordinate with City staff to refine MMRP content and format prior to preparing the Public Draft MMRP. The MMRP will include, but not be limited to, the following:

- Mitigation measures.
- Mitigation measures to be monitored with specific mitigation performance standards.
- Monitoring requirements.
- Type of monitoring program or activity necessary to monitor each specific mitigation measure, with monitoring time frame.
- Person/agency responsible for implementing mitigation measures and/or monitoring measures.
- Assignment of roles and responsibility, with the general qualifications that will be required of individuals or organizations necessary to implement each specific mitigation or monitoring activity.
- Timing and/or frequency of monitoring measures.
- Specific review or inspection schedule for each measure.
- Person/agency responsible for ensuring compliance with mitigation requirements and monitoring and reporting program.

After review and comment on the Administrative Draft MMRP, Stantec will revise the MMRP in accordance with the comments provided and will submit the Draft MMRP along with the Draft EIR. After public review and comment on the Draft EIR, Stantec will revise the MMRP in accordance with the comments provided and will submit the Final MMRP with the Final EIR. Hard copies of the Final EIR would be provided upon request, up to three copies (with appendices on flashdrive).

Deliverable

- Screencheck Draft Final EIR (electronic)
- Final EIR (electronic for City website and electronic submittal to State Clearinghouse)
- Administrative Draft MMRP (electronic)
- Draft MMRP (electronic)
- Final MMRP (electronic)

Noticing

Stantec will prepare all CEQA-required notices in compliance with state legislation and guidelines. This task includes the preparation of the Notice of Availability (NOA) and the Notice of Completion (NOC). Stantec will prepare a NOA for both the Draft EIR and Final EIR. This task includes completing the NOA form but assumes the City will be responsible for preparation of the associated mailings and newspaper notices, electronic files for City printing, envelope stuffing, and distribution. Stantec will prepare the NOC in compliance with the CEQA Guidelines and submit the draft notices for City staff review; if necessary, Stantec will revise the draft notices based on staff comments. Stantec will file one copy of the NOC with the State Clearinghouse at the time of Draft EIR publication.

Stantec will prepare the Notice of Determination (NOD) but assumes the City will file the NOD with the County Clerk within five business days of EIR certification. The purpose of the NOD filing is to limit the legal challenge period to 30

days. If an NOD is not filed within five business days of certification, the legal challenge period is 180 days. The NOD filing also requires payment of a filing fee, which Stantec assumes will be paid by the Applicant.

Findings of Fact

Stantec assumes that the City will prepare written findings for each significant effect identified in the EIR as a separate document, pursuant to CEQA Guidelines Section 15091. If requested, Stantec will prepare Findings of Fact on behalf of the City using a City-approved Finding of Facts template provided to Stantec, by the City. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect, which must be supported by substantial evidence in the record. After consultation with City staff, Stantec will submit the final Findings to the City for adoption.

Statement of Overriding Considerations

If applicable and requested by the City, Stantec will prepare a draft of applicable justification for a possible Statement of Overriding Considerations, pursuant to CEQA Guidelines Section 15093. The Statement of Overriding Considerations will rely on input from the City regarding the benefits of the project. The Statement of Overriding Considerations would be supported by substantial evidence in the record. Stantec will consult with City staff to review and finalize the Statement of Overriding Considerations and will submit the final Statement of Overriding Considerations to the City for adoption. This scope and budget do not include preparation of Statement of Overriding Considerations and a separate budget would be provided if this service is requested by the City.

Deliverables

- Stantec to upload NOA and NOC to State Clearinghouse, as required (electronic)
- City to be responsible for filing all required forms with County Clerk

Task 7: Project Management and Meetings

Stantec Project Management Team will attend various staff and public meetings, such as the scoping meeting, public hearing on the Draft EIR, and adoption hearings as outlined in the Project scope of work approved June 10, 2021. The original scope of work assumed a 40 week Project Schedule while the most-recent Project Schedule dated July 27, 2022, assumes a 104 week schedule. As such, this scope of work assumes an additional 64 weeks of Project Management and 14 additional monthly meetings. In addition, regular communications and status meetings involving the Stantec Project Manager and City staff, either by telephone conference call or email, are anticipated throughout the duration of the 104 weeks (approximately June 5, 2023). This task also consists of the ongoing management activities that ensure Stantec's ability to keep the project running smoothly on time, and within budget, as outlined in the original contract.

Staff Reports and Presentations

This task assumes Stantec will present at one Planning Commission and one City Council hearing but assumes the City will be responsible for preparing all staff reports and presentations with exception of a CEQA slide deck for presentation at the Public Scoping meeting.

Task 8: In-Person Meetings

While the original Project contract assumed four in-person meetings, this scope accounts for eight.

Schedule

The scope provided herein is based on the Stantec July 27, 2022, Project Schedule prepared for the Project. The Working Project Schedule will be updated regularly and shared at Project Check-in Meetings.

B. Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

The time and materials fee for providing the additional scope of work described herein is **$103,304**.

The proposed cost budget is presented below and compares the June 10, 2021, contracted budget against the proposed budget for the scope of work presented herein, by task. The difference between the two scopes (i.e., the cost augment) is presented in the final column and also reflects Stantec 2022 billing rates.

Task	Original Contracted Budget	Updated Scope of Work Budget	July 27, 2022 Augment Budget
Task 1: Review of Project Materials and Initial Study, Peer-Review Technical Studies	$15,348	$28,018	$12,670
Task 2: NOP, AB 52, Scoping Meeting	$16,422	$18,222	$1,800
Task 3: Administrative Draft EIR	$46,608	$98,823	$52,215
Task 4: Screencheck and Public Draft EIR	$22,328	$36,662	$14,334
Task 5: RTC and Administrative Draft Final EIR	$15,280	$31,405	$16,125
Task 6: Final EIR, MMRP, and Findings of Fact	$9,712	$23,920	$14,208
Task 7: Staff Meetings and Project Management	$32,550	$68,192	$35,642
Task 8: In-Person Meetings	$4,460	$16,572	$12,112
Labor Total	$162,708	$321,814	$159,106
Direct Costs	$7,000	$10,000	$3,000
Total Budget	**$169,708**	**$331,814**	**$162,106**

The fees herein are based on the June 10, 2021, contracted Stantec 2021 rates for this Project and are applicable to this July 27, 2022, change order proposal.

Note that Stantec's $162,106 fee does not include any additional City of Newark staff administrative fees that may be applicable to the Applicant. This change order does not account for any scope or fees associated with an appeal should the Project be appealed following the second public hearing outlined in the original Project contract executed June 10, 2021.

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Stantec is available to begin work described herein immediately upon execution of this change order.

As we are all aware, we are all working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today but may change as conditions change. We would be pleased to have a further discussion with you to share our respective plans and efforts to help manage and mitigate the impact of this evolving situation on your contract.

C 21025
R 11209

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of June 10, 2021 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and STANTEC CONSULTING SERVICES INC., a [Enter business type here] ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including preparation of an Environmental Impact Report consistent with California Environmental Quality Act statues for the Mowry Village Residential Project (the "Project"). The City expects that the Consultant and sub-consultants would peer review and assess adequacy of the previously prepared technical reports and Initial Study for use in preparing the EIR documents.

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 a commercially reasonable effort to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred and Sixty-Nine Thousand Seven Hundred and Eight Dollars ($169,708.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "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 monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

12. **RESERVED.**

13. **RESERVED.**

14. **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 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 14 shall include a "wasting" policy limit (i.e. 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 14 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".

15. 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 19, herein below) 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.

16. 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.

In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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.

17. 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.

18. TERM/TERMINATION.

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

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by **STEVEN TURNER, COMMUNITY DEVELOPMENT DIRECTOR** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

20. 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:

Stantec Consulting Services, Inc.	**CITY OF NEWARK**
Trevor Macenski **Consultant**	STEVEN TURNER **Administrator**
Address: Stantec 1340 Treat Boulevard Suite 300 Walnut Creek, CA 94597	City of Newark Attn: Steven Turner 37101 Newark Boulevard Newark, CA 94560

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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 6-17-21

Consultant Consulting Services, Inc.

By _____
Consultant

Date 5/28/2021

Trevor W. Macenski
Printed Name

Attest:

Sheila Hamington
City Clerk

Date 6/17/2021

Approved as to form:

K Kotary to
City Attorney

Date 6/16/2021

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE

Consultant Tasks

The Consultant will be required to perform/deliver the following:

Task 1. Review of Project Application Materials, Initial Study, and Peer Review of Technical Studies

Upon Project authorization, Consultant Principal in Charge Trevor and Project Manager Anna Radonich will meet in-person with the City to initiate the environmental review process. Lines of communication will be established, and the scope of work, schedule, and cost estimate will be reviewed and may be refined.

Consultant will prepare a draft Project Description for the City's review based on the information provided during Project initiation, comments received on the NOP, and conclusions reached in the Initial Study.

Task 2. Notice of Preparation, AB 52 Consultation Outreach, Agency Consultation and Scoping Meeting

Consultant will prepare a draft Project Description for the City's review based on the information provided during Project initiation, comments received on the NOP, and conclusions reached in the Initial Study. In addition, Consultant understands that the City will require assistance with AB 52 consultation. Consultant staff will initiate consultation on behalf of the City and include the results in the EIR.

Task 3. Prepare Administrative Draft EIR

Using the Project Description, Initial Study, technical studies, results of the public scoping process, and other sources, Consultant will prepare the Administrative Draft EIR consistent with the requirements of CEQA, relevant case law, and the specifications of the City. Each resource area subjected to detailed evaluation in the EIR shall include descriptions of the existing setting, thresholds of significance used to gauge the magnitude and intensity of impacts, and practicable measures to avoid or reduce potentially significant impacts. Pursuant to CEQA Guidelines Section 15126.6, Consultant will evaluate three alternatives to the Project. One alternative will be the CEQA-required "No-Project" alternative. The other two alternatives will be formulated in consultation with the City, and it is anticipated that at least one will consider reducing the Project intensity. Each alternative will be described in sufficient detail and evaluated against the Project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative's impacts on the various topical areas. The Alternatives section will also include a description of alternatives that were initially considered but ultimately rejected from further consideration.

Task 4. Screencheck Draft EIR and Public Draft EIR
This task assumes technical staff time to respond to comments on the Administrative Draft EIR as well as time for editing. Consultant will then prepare and reproduce a Screencheck Draft EIR for submittal to the City for review prior to distribution to the public. Once the Draft EIR is deemed acceptable for public distribution, Consultant will assist the City to upload the electronic copies of the Draft EIR, appendices, and forms (the NOC, Notice of Intent to Adopt [NOI], and Summary Form) via CEQAnet to the State Clearinghouse website to start the 45-day public review period. Consultant will provide an electronic copy and hardcopies to the City, and the City will be responsible for local distribution, noticing, and posting. Finally, this Scope of Work assumes that City staff will prepare and mail all notices associated with the Draft EIR to local agencies and interested parties.

Task 5. Administrative Draft Final EIR, based on one set of consolidated City comments
After the close of the 45-day public comment period, Consultant will prepare the Administrative Final EIR that would include, bracketed comment letters, response to comments, and Draft EIR errata (in strikeout- underline format). Consultant will prepare Master Responses to address multiple comments raising same concerns. The responses to comments will be prepared based on the CEQA Guidelines and the City's CEQA implementing procedures. Consultant assumes that no more than 25 individual responses to comments would be required, and any additional comments require more responses would be evaluated under a separate scope and fee.

Task 6. Final EIR, Responses to Comments, MMRP, and Findings of Fact
Consultant will revise the Administrative Final EIR by incorporating written responses to comments received from City staff yielding a Screencheck Final EIR for City review. The Final EIR shall comprise the Draft EIR, comments on the Draft EIR, and responses to all comments on the Draft EIR, including any necessary changes to the Draft EIR text. Submittal of the Final EIR shall be accompanied by submittal of the Final MMRP, as outlined below. Consultant will present the Final EIR and MMRP to the Planning Commission and City Council for certification at a public hearing. Once comments are received on the Screencheck Final EIR, Consultant will finalize and produce the Final EIR. Consultant will also prepare the Notice of Determination (NOD) for the Project, which the City will file within 5 business days of EIR certification.

Task 7. Staff Meetings and Project Management
Consultant's Project Manager and required key staff, depending on the meeting topic, will attend one-hour weekly team meetings for the duration of the Project, for up to 40 weeks. In addition to the scoping meeting, Consultant will present at one Planning Commission and one City Council meeting. Four in-person meetings are included as optional tasks.

Assumptions

- Consultant will be responsible for preparing all notices related to the state CEQA Guidelines for the preparation and public release of the EIR (i.e., NOP, NOA, NOC, and NOD).
- City will prepare and publish the NOP and NOA in the local newspaper.
- Consultant, with the assistance of City staff, will prepare noticing materials and/or public meeting materials in English related to the Environmental Review Process and environmental analysis in the EIR.

- Consultant anticipates one (1) round of review of the Peer Review technical studies.
- Consultant anticipates one (1) round of review of the Administrative Draft EIR and one (1) round of review of the Screencheck Draft EIR.
- Consultant anticipates one (1) round of review of the Administrative Draft Final EIR and one (1) round of review of the Screencheck Final EIR.
- Consultant's scope assumes that there will be no more than 25 individual comments to respond to in the Final EIR, and responses to additional comments would require supplemental scope.
- The City will provide one (1) set of consolidated and vetted comments on all draft documents to Consultant.
- Consultant will provide all documents to the City in electronic format (Microsoft Word and PDF), and hard copies.
- Should additional costs related to printing and of hard copies be realized, Consultant shall notify the City and request additional funds.
- Consultant will be responsible for submitting the electronic versions on the State Clearinghouse CEQA portal with assistance from the City.
- Optional attendance at four one-hour in-person meetings with City staff.
- Weekly one-hour meetings for the duration of the EIR for approximately 40 weeks to discuss work progress/review of draft documents, with one or two key staff members, depending on topic.
- Attendance of one community scoping meeting
- Attendance at one Planning Commission meeting and one City Council meeting
- Consultant will be responsible for distribution of public review documents.
- An internal review and comment period will be conducted by the Project team for each document submitted to the City.
- The Agreement scope of work may be adjusted, subject to the Agreement, based on the City's review of the Applicant's project, review of NOP comments, necessity for additional technical analysis to conform with CEQA statutes, or other work mutually agreeable to the City and Consultant.
- The schedule for completing this Scope of Service is provided in Table 1: Schedule.

Table 1: Schedule

Contract Awarded; Project Initiation Meeting; Receipt of Approved Project Plans, and all Background Information	Week 1
Conduct Peer Review of Technical Studies and Initial Study	Week 2
Draft Project Description for City Review	Week 4*
Receive Comments from the City	Week 5
Submit Revised Initial Study and NOP for City Review	Week 7
Receive Comments from the City	Week 9
Issue NOP for 30-day review period**	Week 10*
Notice to Tribes 30 Days to Request Consultation	Week 11
EIR Scoping Meeting	Week 13
NOP (Comment Period) and AB 52 (Request Consultation Period) Ends	Week 17
City begin Consultation 30 Days after Tribes request to consult (City-action)	Week 17
Submit Admin Draft EIR to the City**	Week 20
Receive City Comments on Admin Draft EIR (Stantec to attend up to one working meeting with City to review comments)	Week 22
Submit Revised "Screencheck" Draft EIR to City	Week 23*
Receive Comments from the City	Week 24
Distribute Draft EIR for Public Review** (45-days)	Week 26
End of Public Review Period	Week 33
Submit Admin Final EIR, Responses to Comments and Admin Draft MMRP to City	Week 35
Receive Comments on Admin Final EIR, and Admin Draft MMRP to City	Week 37
Submit Final EIR, Final MMRP, and Draft Findings and Statement of Overriding Considerations to City (if warranted)	Week 38
Submit Final Findings and Statement of Overriding Considerations to City	Week 40
Public Hearings (Planning Commission)	To be Determined
Public Hearings (City Council)**	To be Determined

Notes:

* Identifies critical path scheduling item.

**identifies a milestone event.

EXHIBIT B

PAYMENT

Table 1, Agreement Budget, includes detailed costs based on Task 1 through Task 7, broken down by hourly staffing levels and inclusive of all changes associated with the Project. Charges for all professional, technical, and administrative staff directly charging time to the Project will be calculated and billed on the basis of Table 2, Consultant's 2021 Master Environmental Services Schedule. In summary, total labor costs associated with this scope of work are $162,708, inclusive of the optional meeting tasks. Direct costs are estimated at $7,000. As such, the total budget for this scope of work is $169,708.

Table 1: Agreement Budget

Task 1	Review of Project Materials and Initial Study	2				8	12					8	30	$ 5,010		$ 5,010
	Peer Review of Technical Studies	4	16	6	6	6	8		6				52	$ 10,338		$ 10,338
Task 2	NOP, AB 52 Notifications, Consultation	2	4	4	4	4	12			12		8	50	$ 8,354	$ 500	$ 8,854
	Scoping Meeting (may be in-person)	4		8			8			16	8	8	52	$ 8,068	$ 1,000	$ 9,068
Task 3	Administrative Draft EIR	8	8	40	20	20	40	20	24	80	20	8	268	$ 46,608	$ 1,000	$ 47,608
Task 4	Screencheck and Public Draft EIR	4	4	20	10	8	20	8	8	40	8	8	138	$ 22,328	$ 2,000	$ 24,328
Task 5	Administrative Draft Final EIR	4	4	8	4	10	12	4	4	30	8	8	96	$ 15,280	$ 500	$ 15,780
Task 6	Final EIR, RTC, MMRP, Findings	4		8		8	12			20	4	4	60	$ 9,712	$ 1,000	$ 10,712
Task 7	Staff Meetings and Project Management	40		20	20	50	20			20			170	$ 32,550	$ 500	$ 33,050
Optional	In-Person Meetings x 4	4		4	4	4	4			4			24	$ 4,460	$ 500	$ 4,960
													0	$ -		$ -
													0	$ -		$ -
	STANTEC Total Hours	76	36	118	68	118	148	32	42	222	48	52	960			
	STANTEC Total Costs	$ 18,316	$ 8,424	$ 23,600	$ 12,920	$ 21,356	$ 25,456	$ 5,056	$ 5,796	$ 29,082	$ 6,096	$ 6,604		$ 162,708	$ 7,000	$ 169,708
														Sub Total	$	169,708
														GRAND TOTAL	$	169,708

Table 2: Consultant's 2021 Master Environmental Services Schedule

BILLING LEVEL	HOURLY RATE	DESCRIPTION
3 4 5	$101 $112 $127	**Junior Level Position** • Works under the supervision of a senior professional • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Graduate from an appropriate post-secondary program or equivalent • Generally, less than four years' experience
6 7 8	$131 $138 $148	**Fully Qualified Professional Position** • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, three to six years' experience
9 10 11	$153 $158 $172	**First Level Supervisor or First Complete Level of Specialization** • Provides applied professional knowledge and initiative in planning and coordinating work programs • Adapts established guidelines as necessary to address unusual issues • Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, five to nine years' experience
12 13 14	$181 $190 $200	**Highly Specialized Technical Professional or Supervisor of Groups of Professionals** • Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures • Reviews and evaluates technical work • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	$212 $234 $241	**Senior Level Consultant or Management** • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, more than twelve years' experience with extensive experience

18 19 20 21	$246 $256 $265 $282	**Senior Level Management Under Review by Vice President or Higher** • Recognized as an authority in a specific field with qualifications of significant value • Responsible for long range planning within a specific area of practice or region • Makes decisions which are far reaching and limited only by objectives and policies of the organization • Plans/approves projects requiring significant human resources or capital investment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years' experience with extensive professional and management experience

EXHIBIT C

QUALIFICATIONS

[Stantec- Please add a brief, general overview of the company's qualifications that relate to the Scope of Work. OK to add resumes of Principal-in-Charge and Project Manager]

Stantec

Stantec Consulting Services, Inc.
1340 Treat Boulevard, Suite 300, Walnut Creek, California 94597

Exhibit C: Qualifications

General Qualifications

Stantec's role would be to assist the City of Newark (City) in preparing the Environmental Impact Report (EIR) that complies with California Environmental Quality Act (CEQA) in the most time-efficient, technically sound, and cost-effective manner possible. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in the communities that we partner with. Stantec's team has experience working together on a number of similar projects to provide high quality and legally defensible CEQA documentation, technical studies on all impact topics, environmental permitting (including agency consultation), and planning and entitlement assistance, even acting as extension to staff to facilitate approvals for project plans/designs and communicating/presenting to the public. We collaborate across disciplines and industries to bring buildings, energy and resource, environmental, water, and infrastructure projects to life. We have a long-term commitment to the people and places that we serve. With more than 3,000 environmental staff globally, we are a knowledge-based organization, and our employees are passionate about their work. Our California Planning and Environmental Services team produces documents that accurately gauge and disclose risk while reducing risk to people and the environment. We specialize in helping you prepare the necessary documents to comply with state and federal environmental review laws and associated policies, rules, executive orders, and other applicable criteria that are legally defensible. Collectively, we have extensive experience delivering EIRs for controversial projects and have a deep understanding of all the intricate steps required to do so successfully for the City.

Qualifications of Project Management Team

Trevor Macenski – Principal-in-Charge: Trevor leads Stantec's national Environmental Impact Assessment practice and brings a creative, problem-solving approach to his role as a liaison between the various participants in the planning, permitting, and project development process, including project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. Trevor has consulted multiple cities in the Bay Area on infill projects implementing the current CEQA streamlining provisions under SB 375 and SB 226. He is an experienced environmental impact assessment practitioner, a skilled public presenter, and an educator in the environmental field. Trevor has worked on over 100 CEQA documents, including more than 25 EIRs that have been litigated, and has two published CEQA court cases to his name without a single document having been overturned. Trevor is also a City Council Member for the City of Benicia and was previously on the Planning Commission and Historic Preservation and Design Review Commission for the City of Benicia. He understands the municipal planning process and is sensitive to community concerns.

Anna Radonich –Project Manager: Anna manages Stantec project teams, and she contributes analytical work products documenting CEQA compliance for agency decisions related to urban development, redevelopment, and infill projects. As an experienced urban and environmental planner with 16 years of professional experience, she synthesizes, reformats, and adapts knowledge generated by Stantec investigations for the specific needs of cities' planning and CEQA compliance efforts in processing planning applications for mixed-use developments, in-fill projects, and commercial projects within the community. Anna has experience in environmental compliance strategies for land use and local development projects in both the public and private sectors. She has experience coordinating regulatory

review and compliance, including facilitating public engagement, participating in regulator proceedings, and tracking compliance requirements. Anna is also a Planning Commissioner for the City of Lafayette.

Experience Providing Similar Services

The following are examples of a few of Stantec's recent relevant project experiences.

Caritas Village Project EIR, Santa Rosa, California: Stantec assisted the City of Santa Rosa with CEQA compliance for a comprehensive homeless services and emergency housing shelter and affordable housing project.

City of Vacaville On-Call Environmental and Planning Services Contract, Vacaville, California: Stantec has provided environmental services to the City of Vacaville for the past five years under the On-Call Contract and has successfully completed six CEQA documents related to redevelopment and infill development.

469 Stevenson Street Mixed-Use Affordable Project EIR, San Francisco, California: Working with the City and County of San Francisco, Stantec prepared the CEQA documentation for a proposed 28-story, 495 dwelling units, mixed-use affordable housing project in San Francisco.

Midway Village Affordable Redevelopment Project SCEA, Daly City, California: Stantec assisted the City of Daly City with CEQA and National Environmental Protection Act (NEPA) compliance for the Midway Village Redevelopment Project on approximately 11 acres.

City of Vallejo On-Call Environmental and Planning Services Contract, Vallejo, California: Stantec has provided planning services to the City of Vallejo over the past three years under the planning on-call contract supporting development projects. In the past three years, our team has successfully completed 11 CEQA documents related to redevelopment and infill development.

City of Redwood City On-Call Environmental and Planning Services Contract, Redwood City, California: Stantec has provided environmental services to the City of Redwood City for the past five years under the On-Call Contract and has successfully completed three CEQA documents related to redevelopment and infill development.

Trevor Macenski

PRINCIPAL-IN-CHARGE

EDUCATION

- MS, Environmental Science and Policy, The John Hopkins University, Baltimore, Maryland
- BS, Environmental Policy Analysis and Planning, University of California, Davis

CERTIFICATIONS & TRAINING

- Wetland Delineator Certification Program, Wetland Training Institute, Rocklin, California
- Watershed Management, US Environmental Protection Agency, Sacramento, California
- Air Pollution Training Institute(APTI), US Environmental Protection Agency, Sacramento, California
- CEQA Advanced Workshop Series, Association of Environmental Professionals, Sacramento, California
- Hazardous Waste Operations, Network Environmental

MEMBERSHIPS

- Past Director - Superior and Bay Area Chapters, Association of Environmental Professionals

Trevor leads Stantec's national Environmental Impact Assessment practice and brings a creative, problem-solving approach to his role as a liaison between the various participants in the planning, permitting, and project development process, including project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. Trevor has consulted various cities in the Bay Area on infill projects implementing the current CEQA Streamlining provisions under Senate Bill (SB) 375 and SB 226. He is an experienced environmental impact assessment practitioner, a skilled public presenter, and educator in the environmental field. He has experience coordinating all phases of regulatory review and compliance, including preparing permit applications, facilitating public engagement, participating in hearings and regulatory proceedings, and tracking compliance requirements. Trevor has worked on over 100 CEQA documents, including more than 25 EIRs that have been litigated and has two published CEQA court cases to his name without a single document having been overturned. Trevor brings a creative, problem-solving approach to his role as a liaison between the various participants in the planning and project development process, including the project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. Trevor is also adjunct faculty at the University of California, Davis where he teaches Environmental Impact Assessment methodologies and is a Planning Commissioner for the City of Benicia.

SELECT RELEVANT PROJECTS

- 1100 El Camino Real Redevelopment Project SCEA | Millbrae
- 1180 Main Street Office Redevelopment Project | Redwood City
- 148 Peabody Road Apartments Infill Class 32 Exemption | Vacaville
- 3575 Mendocino Avenue Project SCEA and EA | Santa Rosa
- 469 Stevenson Street Mixed-Use Infill Project EIR | San Francisco
- 6501 Shattuck Avenue Mixed-Use Project | Oakland
- Ashton Place Unit 3 Infill Project | Vacaville
- Borges Ranch Hillside and Greenfield Project IS/MND | Vallejo
- Caritas Village Project EIR | Santa Rosa (AEP Award)
- Central North/ Central South Waterfront Contract Planning Services | Vallejo
- Comfort Suites Infill Project IS/MND | San Jose
- Destination Sacramento Program CEQA Addendum Infill Project | Sacramento
- East Main District Redevelopment and Infill Project | Vacaville
- Holliday Development Vallejo Station Mixed-Use Class 32 Exemption | Vallejo
- International Boulevard Senior Apartments Infill Project | Oakland
- Mare Island Contract Planning Services | Vallejo
- Moffett Federal Airfield | Sunnyvale and Mountain View
- North McKay Ranch Subdivision Greenfield Project EIR | Humboldt County
- North Village Specific Plan Planning Study and Supplemental EIR | Vacaville
- Northern Waterfront Contract Planning Services | Vallejo
- Solano 360 Specific Plan EIR | Solano County

Anna M. Radonich

PROJECT MANAGER

EDUCATION

- BS, Environmental Economics and Policy, University of California, Berkeley, California, 2001

MEMBERSHIPS

- Association of Environmental Professionals

As an experienced environmental planner with 18 years of professional experience, Ms. Radonich synthesizes, reformats, and adapts knowledge generated by Stantec investigations for the specific needs of cities' planning and CEQA/NEPA compliance efforts for planning applications for infill projects, affordable housing projects, mixed-use and residential housing projects, and city-sponsored infrastructure projects within the community. Her experience includes CEQA and NEPA, land use, and entitlement processing.

SELECT RELEVANT PROJECTS

- 1100 El Camino Real Redevelopment Project SCEA | Millbrae
- 1180 Main Street Office Redevelopment Project | Redwood City
- 148 Peabody Road Apartments Infill Class 32 Exemption I Vacaville
- 3575 Mendocino Avenue Infill and Redevelopment Project SCEA and EA I Santa Rosa
- 469 Stevenson Street Mixed-Use Infill Project EIR | San Francisco
- Midway Village Affordable Housing Redevelopment Project SCEA and EA | Daly City
- Brunswick Affordable Senior Housing Project SCEA | Daly City
- 6501 Shattuck Avenue Mixed-Use Project | Oakland
- Ashton Place Unit 3 Infill Project I Vacaville
- Aspire ERES Oakland Charter School Infill Project | Oakland (AEP Award)
- Borges Ranch Hillside and Greenfield Project ISMND | Vallejo
- Central North/ Central South Waterfront Contract Planning Services | Vallejo
- Crocker Drive Waterline Extension Infrastructure project I Vacaville
- Drake's Point Radio Tower Project I Vacaville
- East Main District Redevelopment and Infill Project I Vacaville
- Ferry Terminal Parking Garage Expansion Project CEQA Addendum | Vallejo
- Holliday Development Vallejo Station Mixed-Use Class 32 Exemption | Vallejo
- Home 2 Suites Hotel Infill Project I Vacaville
- International Boulevard Senior Apartments Infill Project | Oakland
- La Quinta Hotel Infill Project ISMND I Vallejo
- LDK Warehouse Greenfield Project I Vacaville
- LDK Parking Lot Expansion Categorical Expansion I Vacaville
- North Village Specific Plan Amendment EIR I Vacaville
- Peabody Road Bridge Replacement and Creek Restoration Project | Vacaville
- Six Flags Discovery Kingdom Batman Ride Infill Project ISMND | Vallejo
- Touro University Student Housing Redevelopment Supplemental EIR | Vallejo

STAFF REPORT
Item D. 6.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Art Interiano, Deputy Community Development Director
SUBJECT	Second Reading and Adoption of an Ordinance Amending Zoning Map Established Pursuant to Title 17 of the Newark Municipal Code associated with the FMC Willow and Grand Park Project

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council conduct a Second Reading and, by title only, adopt an Ordinance which amends the Official Zoning Map by rezoning properties described as Business and Technology Park (BTP) and Park (PK) to Medium Density with Form Based Code (RM-FBC), Commercial Mixed Use with Form Based Code (CMU-FBC), Transit Station (TS), Public Facilities (PF), and Park (PK), associated with Vesting Tentative Map 8559.

BACKGROUND

Willow Project Owner, LLC has submitted an application to develop “FMC Willow and Grand Park”, a mixed-use development on the subject property which is owned by FMC Corporation, Lennar Homes, and Willow Project Owner, LLC. The proposed project would be sited on 22.1 acres located northwest of the intersection of Willow Street and Enterprise Drive within the Bayside Newark Transit Oriented Development Specific Plan (Specific Plan), formerly known as the Dumbarton Transit Oriented Development Specific Plan. The proposed project would redevelop the vacant, former industrial site into a 279-unit multifamily community along with a mixed-use building consisting of 3,600 square feet of retail and 91 multifamily affordable units (including a manager’s unit) and a 1,485 square foot community building, along with approximately 1.8 acres set aside for a future transit station.

DISCUSSION/ANALYSIS

Zoning Map Amendment

The site is currently zoned as Business and Technology Park (BTP) and Park (PK) which allows advanced technology research and development, manufacturing, and related support facilities, along with parks in the area designated as Park. The BTP zoning districts are remanent districts from prior industrial uses before the adoption of the Bayside Newark Specific Plan.

There are three significant zoning changes requested. The first was due to the proposed mixed use building which included the affordable housing units and the

ground floor retail within the same building. The mixed use building provides a density of 56.88 which is consistent with allowed density ranges of 30-60 du/acre per the CMU zoning district. The mixed use zoning district was not originally included as a proposed land use in the Specific Plan, but providing the ability to have a mixed building is consistent with the intent of the Specific Plan, including the policies encouraging affordable housing and retail uses near the transit station area. The second change is due to the proposed market-rate units which were envisioned in the Specific Plan. The overall proposed density of 20.89 dwelling units per acre within the proposed Residential Medium Density (RM) zoning district would be consistent with the allowed density ranges of 14 to 30 du/acre. Thus, the site would require a rezoning of approximately 13.35-net acres from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC). The third change was due to the transit station area parcel, which was envisioned by the Specific Plan. The transit station area specifications were influenced by the station area planning memorandum. The Specific Plan had envisioned approximately 6 acres being utilized for a transit station. The new transit station area site would be 1.8 acres, and the project would require a rezoning of 1.8 net acres of Business Technology Park (BTP) to Transit Station (TS) (2.10 gross acres).

In addition to the rezonings described above, rezoning the San Francisco Public Utilities Commission lands (known as the Hetch-Hetchy parcels) and areas including the Grand Park and adjacent residential areas would be required. Since the Hetch-Hetchy site goes through the project site, it would need to be rezoned to Public Facilities (PF). The Grand Park was previously 5 acres; however, the proposed project would include adjustments of park boundaries, so a portion of the site to the east would need to be rezoned to Park (PK) and the northeastern portion currently zoned as Park (PK) would need to be rezoned to Residential Medium Density with Form Based Code (RM-FBC).

On September 22, 2022, City Council approved the project which included the first reading and introduction of the ordinance. The second reading and adoption of the ordinance to approve the Zoning Map amendments is required. The changes in zoning districts are key to implementing and allowing the densities and intensities that are associated with project conceptual plans.

FISCAL IMPACT

There is no fiscal impact associated with conducting the second reading of and adopting the Ordinance to approve a Zoning Map Amendment.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

The Planning Commission recommended approval of the FMC Willow project on July 12, 2022 by a vote of 4-0 (1 absent). As part of the project approval by City Council on September 22, 2022, an Initial Study and Addendum were performed and found no additional environmental impacts were created by the FMC Willow and Grand Park project compared to the original Program Environmental Impact Report.

REVIEW AND APPROVAL

Prepared by - Art Interiano, Deputy Community Development Director
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Draft Ordinance for Zoning Map Amendment

ORDINANCE NO. ___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO TITLE 17 (ZONING) AND SECTION 17.03.020 OF THE NEWARK ZONING ORDINANCE BY REZONING ALL THAT REAL PROPERTY SHOWN ON THE VESTING TENTATIVE MAP 8559 FROM BUSINESS AND TECHNOLOGY PARK (BTP) AND PARK (PK) TO MEDIUM DENSITY RESIDENTIAL WITH FORM BASED CODE (RM-FBC), COMMERCIAL MIXED USE WITH FORM BASED CODE (CMU-FBC), TRANSIT STATION (TS), PUBLIC FACILITIES (PF), AND PARK (PK)

WHEREAS, Willow Project Owner, LLC ("Applicant") submitted applications for a General Plan Amendment, Zoning Map Amendment, Specific Plan Amendment, Design Review, Minor Use Permit, Density Bonus, Park Agreement Amendment, Alternative Means of Compliance to Payment of Housing Impact Fee, Vesting Tentative Map, and an Addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report with the City of Newark to allow phased residential and commercial development at 8787 Enterprise Drive (APNs 537-0852-001-08, 537-0852-002-09, & 092-0100-005) (the "Project"); and

WHEREAS, in accordance with the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.; "CEQA") and sections 15162 and 15164 of the CEQA Guidelines, an initial study and addendum (collectively, "Addendum") was prepared for the Project which determined that the Project does not result in any new significant impacts or change the conclusions contained in the Environmental Impact Report for the Dumbarton Transit-Oriented Development Specific Plan (SCH 2010042012); and

WHEREAS, a component of the Project is an amendment to Title 17 (Zoning) of the Newark Zoning Ordinance and the Official Zoning Map, to rezone property described as follows:

From Business and Technology Park (BTP) and Park (PK) to Medium Density with Form Based Code (RM-FBC), Commercial Mixed Use with Form Based Code (CMU-FBC), Transit Station (TS), Public Facilities (PF), and Park (PK); and

WHEREAS, Exhibit A to this Ordinance depicts the affected portions of real property proposed for re-zoning as shown on Vesting Tentative Tract Map 8559 in the City of Newark, County of Alameda; and

WHEREAS, as described fully in section IV of the Findings of Determinations for the Project attached hereto as Exhibit B and incorporated herein, the City Council finds that the Ordinance meets the following criteria required by Newark Municipal Code section 17.39.080:

a. The amendments are consistent with the General Plan;

b. Any change in district boundaries is necessary to achieve the balance of land uses desired by the City, consistent with the General Plan, and to increase the inventory of land within a given zoning district; and

c. The amendments will promote the growth of the City in an orderly manner and promote and protect the public health, safety, peace, comfort and general welfare; and

WHEREAS, pursuant to Newark Zoning Ordinance Section 17.39.050.C, a public hearing notice was published in the Tri-City Voice on July 12, 2022, and mailed as required, and the Planning Commission held a public hearing to consider the Ordinance at 7:00 p.m. on July 12, 2022 at the City Administration Building, 37101 Newark Boulevard, Newark, California, and the Planning Commission voted 4-0 (1 absence) to recommend that the City Council adopt the Ordinance; and

WHEREAS, pursuant to Newark Zoning Ordinance Section 17.39.050.C, a public hearing notice was published in the Tri-City Voice on August 23, 2022, and mailed as required, and the City Council held a public hearing to consider the Ordinance on September 8, 2022 and September 22, 2022 at 7:00 p.m. at the City Administration Building, 37101 Newark Boulevard, Newark, California.

The City Council of the City of Newark does ordain as follows:

Section 1: The above recitals are true and correct and are incorporated herein.

Section 2: Based on the substantial evidence set forth in the record, the City Council of the City of Newark finds that the Addendum adequately evaluates potential environmental impacts of the Project, including the rezonings in this Ordinance, consistent with the requirements of CEQA and the CEQA Guidelines. The applicable mitigation measures identified in the Specific Plan EIR would ensure that any potential environmental impacts of the Project would be reduced to less than significant levels. The impacts identified in the Specific Plan EIR as significant and unavoidable remain significant and unavoidable but the Project does not increase those previously identified impacts in their severity. No new mitigation measures are required to mitigate environmental impacts associated with the Project. Therefore, the Addendum supports the City's consideration of the Project, as outlined in the State CEQA Guidelines Section 15162 and 15164.

Section 3: Pursuant to Section 17.39.080 of the City of Newark Zoning Ordinance, the City Council of the City of Newark does hereby make the Findings and Determinations attached hereto as Exhibit B and incorporated herein, including specifically the findings contained in section IV, which support the zoning map amendments in this Ordinance. The City Council further finds that the that this Ordinance is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Zoning Ordinance; is consistent with the policies, goals, and objectives of the General Plan; and promotes the public health, safety, morals, comfort, convenience, and general welfare of the residents of the City of Newark.

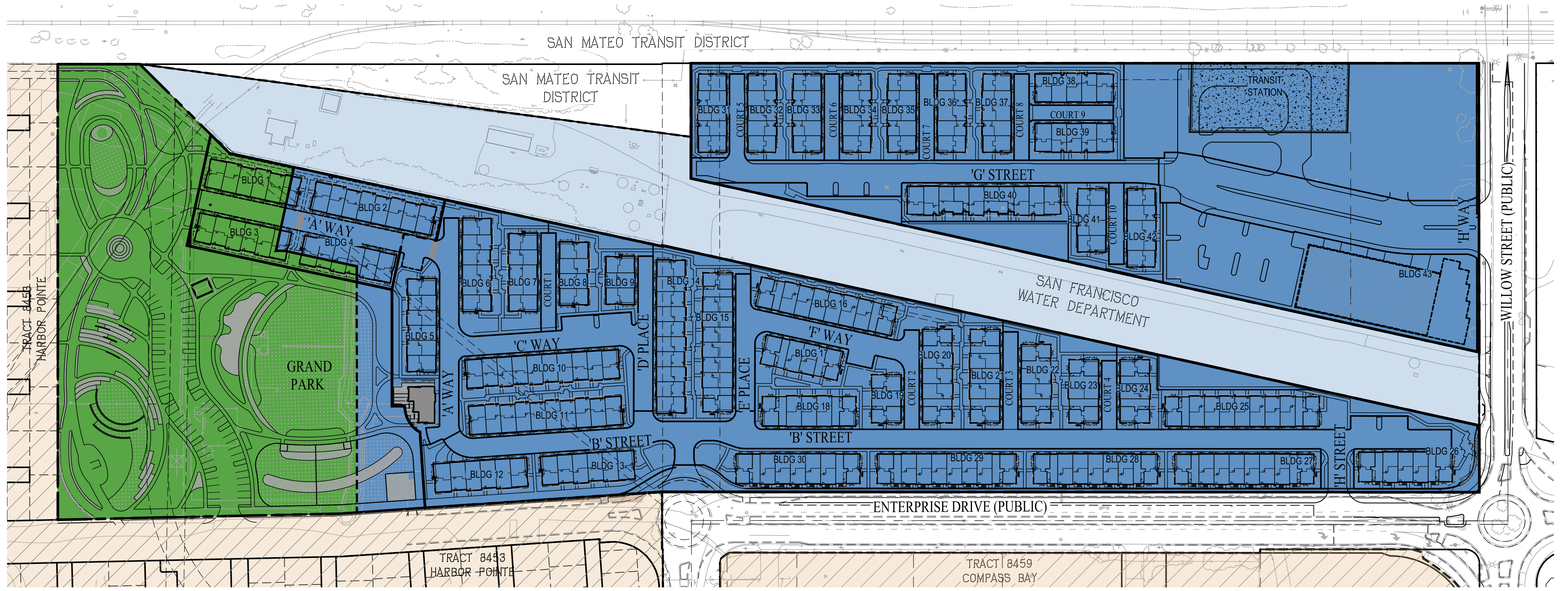
Section 4: The City's Official Zoning Map established pursuant to Title 17 (Zoning) and Section 17.03.020 of the Newark Zoning Ordinance is hereby amended by rezoning and

redistricting the territory in the City of Newark, County of Alameda, State of California as shown on Exhibit A attached to this Ordinance, which is incorporated herein.

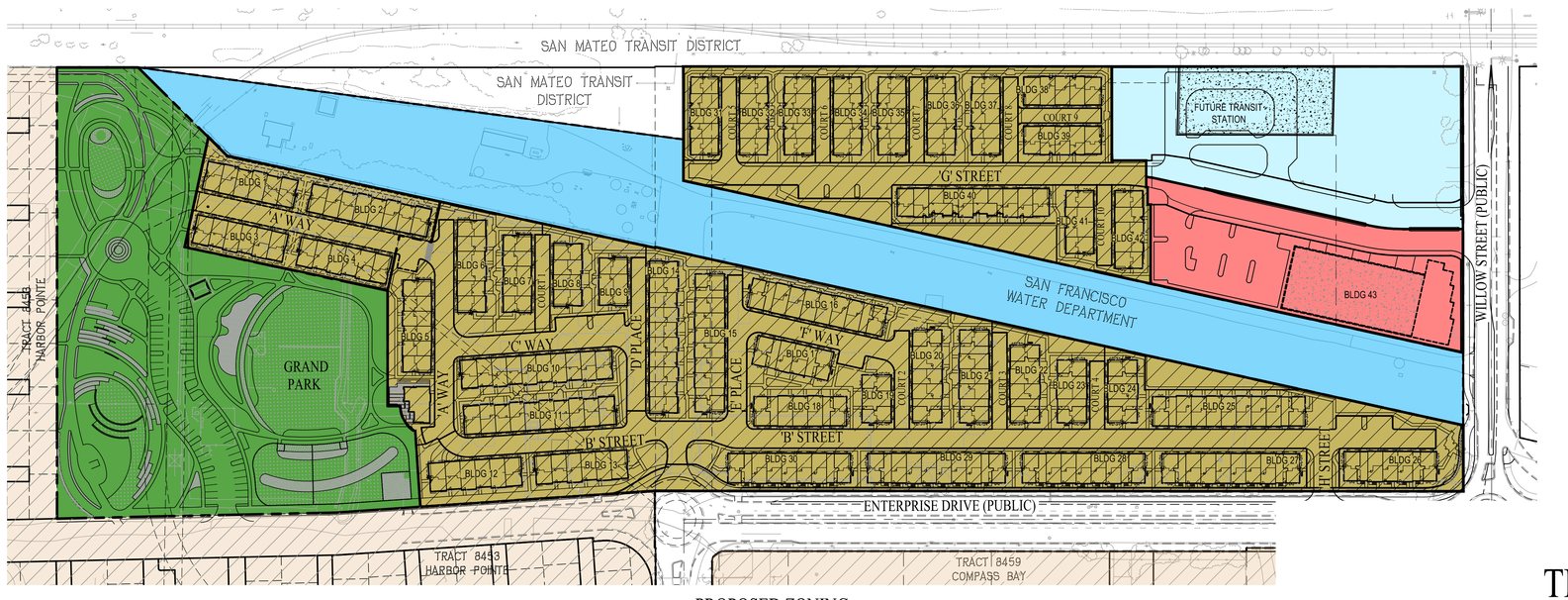
Section 5. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof had been deleted.

Section 6: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Argus, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Exhibit A: Zoning Map Amendment for real property shown on Vesting Tentative Tract Map 8559
Exhibit B: Findings of Determinations for the FMC Willow Project



CURRENT APPROVED ZONING



PROPOSED ZONING

ZONING AMENDMENT SUMMARY

ZONING DISTRICT	CURRENT ZONING	PROPOSED ZONING	PROPOSED ZONING CHANGE
RESIDENTIAL MEDIUM DENSITY WITH FORM BASED CODE (RM)	0.00 AC	13.35 AC±	13.35 AC±
COMMERCIAL MIXED USE WITH FORM BASED CODE (CMU-FBC)	0.00 AC	1.60 AC±	1.60 AC±
BUSINESS TECHNOLOGY PARK (BTP)	17.10 AC±	0.00 AC	(17.10) AC±
TRANSIT STATION (TS)	0.00 AC	2.10 AC±	2.10 AC±
PARK (PK)	5.00 AC±	5.05 AC±	0.05 AC±
TOTAL	**22.1 AC±**	**22.1 AC±**	**0.0 AC**

LEGEND

- RESIDENTIAL MEDIUM DENSITY WITH FORM BASED CODE (RM)
- COMMERCIAL MIXED USE WITH FORM BASED CODE (CMU-FBC)
- PARKS (PF)
- BUSINESS AND TECHNOLOGY PARK (BTP)
- PUBLIC FACILITIES (PF)
- TRANSIT STATION (TS)

TRACT 8559
ZONING CHANGES
FMC WILLOW

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: JULY 5, 2022

0 100 200 300

cbg CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM

F:\2674-000\2674-010\ACAD\EXHIBITS\XB-076_ZONING AMENDMENT OVERLAY.DWG

I. California Environmental Quality Act Determination (Cal. Public Resources Code Section 21000, et. seq.)

The Dumbarton TOD Specific Plan was adopted after certification of a full environmental impact report.

The City of Newark (City) certified a Program Environmental Impact Report (PEIR) for the Bayside Newark Transit Oriented Development (TOD) Specific Plan (Specific Plan), formerly known as the Dumbarton TOD Specific Plan (State Clearinghouse No. 2010042012, July 2011). The City required preparation of an Initial Study (IS) to determine whether those changes to the FMC Willow and Grand Park project would result in any new or more substantial impacts from those identified in the prior adopted 2011 PEIR. Generally, the project's increased residential density replaces existing commercial and office. The IS concludes, based upon substantial evidence, that the proposed FMC Willow and Grand Park project is similar to the project evaluated in the adopted 2011 PEIR and would not cause any new or more severe impacts not previously addressed. Similar to the approved project, the proposed project involves the construction of a commercial/mixed-use and residential development, with a future transit station and recreational open space. As supported in the analysis contained in the accompanying IS, there are no substantial changes proposed in the FMC Willow and Grand Park project which would result in any new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the 2011 PEIR. There is no new information of substantial importance which was not known for the 2011 PEIR, and no new mitigation measures are necessitated by new impacts. Therefore, under CEQA Guidelines 15162 and 15164, no further environmental analysis is required as none of the circumstances in Section 15162 exist and the City finds that an addendum to the 2011 PEIR is appropriate for the project. The IS and addendum (together the "IS/Addendum") is incorporated into these findings by reference.

II. General Plan Amendment

Pursuant to Newark Municipal Code Chapter 17.38, the City finds as follows:

A. *Reasons for the recommendation* - The General Plan Amendment is required to allow the proposed change in uses permitted on the 22.1 acre Project Site, and ensure consistency with the concurrently approved Bayside Newark TOD Specific Plan ("Specific Plan") Amendment and Rezoning, by amending the General Plan land use map to designate the Project Site with Medium Density Residential, Commercial Mixed Use, Public Institutional, and Parks and Recreation Facilities land use designations, a change from the existing Community Commercial, High Density Residential, Parks and Recreational Facilities, and Public Institutional designations.

B. *Findings related to supporting the recommendation-*

1. The request for the General Plan Amendment is consistent with the requirements and procedures set forth in the General Plan and Specific Plan;

2. The proposed Project (specifically including the General Plan Amendment, Specific Plan Amendment, Rezoning, Design Review, Minor Use Permit, Vesting Tentative Tract Map No.

8559, and Affordable Housing-Alternative Means of Compliance to Payment of Housing Impact Fee) is consistent with the General Plan, including the following General Plan policies:

Policy LU-1.1 Balance of Uses. Maintain a reasonable balance of land uses in the city so that residents can live close to where they work and satisfy their shopping, educational, personal, health, entertainment, and recreational needs close to home. The Project would result in the development of market rate and affordable housing adjacent to retail and recreational uses, as well as a future transit station.

Policy LU-1.2 Growth Focus Areas. Achieve a future growth pattern which includes new neighborhoods on vacant land along the southern and western edges of the city, and infill development in transit-served areas such as Old Town and the Greater NewPark Mall Area. Zoning and development review decisions should recognize these areas as the priority locations for growth and change over the next 20 years. The Project would redevelop vacant, blighted former industrial sites on the western edge of the City with 279 market rate residential units, 90 affordable housing units, retail uses and parks/recreational uses.

Policy LU-1.4 Coordinating Land Use and Transportation Decisions. Coordinate land use and development decisions with the capacity of the transportation system and plans for future transportation improvements. The Project would develop residential and retail uses adjacent to, and reserve property for, a future transit station. As part of the Project, the applicant is dedicating the property for the future transit station.

Policy LU-1.6 Strengthening the Retail Base. Diversify the retail base of the city to create jobs, generate tax revenue to support City services, and enable residents and workers to find the goods and services they need without leaving Newark. The Project would develop retail uses on an underutilized, former industrial vacant site, increasing tax revenue.

Policy LU-1.8 Housing Opportunity Sites. Ensure that adequate sites are provided for the private and non-profit sectors to develop housing for seniors, persons with disabilities, and lower income households. Such housing should be well designed and managed, and located in a manner that is compatible with existing uses and neighborhood character. The Project would develop 90 high quality affordable housing units, which will be professionally managed along with the 279 market rate townhome units proposed by the Project, as a 370-unit mixed use community.

Policy LU-1.9 Park and Recreation Expansion. Expand park and recreational lands and facilities to keep pace with population growth and support the leisure time needs of Newark residents. The Project would include a five-acre community park (Grand Park), as well as a 1,485 square foot community building.

Policy LU-1.10 Vacant and Underutilized Sites. Encourage the development of Newark's remaining vacant and underutilized sites for their highest and best use, consistent with the designations shown on the General Plan Diagram. Future growth in the city should generally be directed to the areas identified in this General Plan. The Project would redevelop vacant, blighted former industrial sites on the western edge of the City with 279 market rate residential units, 90 affordable housing units, retail uses and parks/recreational uses.

Policy LU-1.15 Mixed-Use. Provide opportunities for development combining residential and commercial uses (e.g. "mixed-use" development) in areas where the impacts of one land use on the other and the impacts on nearby neighborhoods can be sufficiently mitigated. The Project would redevelop vacant, blighted former industrial sites with a mixed used residential community that incorporates commercial/retail uses as part of the Project.

Policy LU-2.3 High-Quality Development. Maintain standards for medium-density, high-density, and mixed-use development that ensure high quality development and adequate buffering and screening from nearby lower density uses. The Project would comply with the Specific Plan's design guidelines and all the other standards imposed by the Design Review to ensure high quality development and adequate buffering, as applicable. The project will be buffered to the west by a 5-acre grand park. The bay trail corridor along Enterprise Drive will include a 7-foot landscape strip with tree planting and a 12-foot concrete pedestrian trail. Along the north side of the project is the Sam Trans right of way where a soundwall will be constructed along the property line. The east side of the project adjacent to Willow Street will include the future transit station site and the mixed-use parcel.

Policy LU-2.7 Design Guidelines. Maintain design guidelines and a design review process that applies to building and site design throughout the city. The Project would comply with the Bayside Newark Specific Plan's design guidelines and all the other standards imposed by the City's Design Review approval. Architecture will feature high quality materials such as stone/brick veneer, lap siding metal railings, awnings, and metal-look roofing, and fiber cement finishes. Landscaping will feature a blend of low maintenance, drought tolerant, and California native trees, shrubs, grasses and perennials

Policy LU-2.8 Relating Density to Transit Service. Allow higher residential densities in areas with more frequent and reliable public transit service, and ensure that public transit services are expanded in areas where growth is projected. The Project would develop higher density residential in the area surrounding the future transit station specifically, 79.1 du/ac at the commercial mixed/use site and 21.4 du/ac for the residential area and would dedicate a 1.8 net acre site to the City to be used for expanded transit services.

Policy LU-4.3 Urban Centers. Create locations in Newark which are more urban and pedestrian-oriented in character than they are today. Such areas include the future Dumbarton Transit Oriented Development and Old Town. These areas should be transformed over time into mixed-use centers with retail, office, civic, and higher density housing uses. The Project would redevelop vacant, blighted former industrial sites with a mixed used residential community that incorporates commercial/retail uses as part of the Project, high density residential condominiums, affordable for rent units, a bay trail compliant corridor along Enterprise Drive and Willow Street, as well as a five-acre park for use by the Project's residents and a future transit station. The project would incorporate sidewalk connections throughout both the project's northern and southern sites allowing for pedestrians to move freely throughout the area.

Policy LU-6.1 Dumbarton TOD Land Uses. Plan for the following activities around the intersection of Willow Street and the proposed Dumbarton Rail Service: (1) a future transit station serving the region as well as neighboring residents; (2) a neighborhood center consisting of retail, grocery, visitor-serving, and higher-density residential uses; (3) up to 2,500 housing units with a

wide range of unit types and affordability levels; (4) necessary infrastructure to support the development; (5) contribution toward an overpass on Central Avenue over the Union Pacific railroad tracks, and (6) a network of open space and parks, including a bayside trail. The Project implements this Policy by dedicating a net 1.8 acre property for a future transit station and developing 3,600 sf of retail and 370 higher-density residential units, including 90 affordable housing units (and one manager's unit), a five-acre park and the necessary infrastructure to support the Project.

Policy LU-6.2 Dumbarton TOD Design Guidelines. Apply design guidelines to future development at Dumbarton TOD which support the area's development as a "village" comprised of traditional city blocks, vernacular architectural styles, and a mix of housing types. The Project would comply with the Specific Plan's design guidelines, and provide higher density residential housing products, including 90 affordable units, to allow for a variety of housing types. The contemporary architectural styles of the 3 residential products (Split, Towns, Stack) would use colors and materials (light color palette, stucco finishes, and lap siding) similar to surrounding residential developments, while incorporating contemporary low-slope roofs to give the development a subtle unique character to differentiate and add visual interest. With the adjacent location of the future transit hub, linking its future residents to nearby corporate campuses, the product styles would help blend the bold contemporary styles of the campuses with the traditional styles of neighboring residential communities. With the nearby 4-story apartment complex to the south of the project site, the 5-story mixed use podium building being of similar height and mass, would reflect a similar and complimentary style with the use of scored stucco, similar window awnings, and parapet walls with roofed tower elements, as well as a light color palette

Policy LU-6.3 Dumbarton Rail. Advocate for construction of the Dumbarton Rail project connecting Newark to BART and the West Bay, with a station at Willow Street in Newark. As an interim measure until rail service is provided, advocate for high quality, rapid bus service connecting the Dumbarton TOD station area to BART, VTA, and the West Bay, to ensure that new development in this area can meet the TOD goals for the project. As part of the Project, the applicant would dedicate property for the future development of this station. Staff will continue to work with SamTrans to eventually build a transit station at the project site to help the public transportation connection between this site and other services.

Policy LU-6.4 Minimizing Dumbarton TOD Impacts. Minimize the impacts of the Dumbarton TOD on the natural environment by incorporating native plant species, reducing herbicide and pesticide use, using environmentally friendly construction and waste disposal techniques, and managing stormwater runoff to avoid water quality impacts to nearby wetlands and San Francisco Bay. The EIR imposes mitigation measures on the Project that will ensure it is consistent with this Policy. Dumbarton TOD impacts will be mitigated through the use of plant species that specifically aid in phytoremediation which will naturally remove runoff pollutants and salts before runoff reaches sewer systems, wetlands, and adjacent water bodies. Bioretention basins are located in the majority of planter beds throughout the site which will add an additional layer of pollutant filtration. Trees with expansive canopies will be planted throughout the development and will intercept rainwater before touching the ground, thus adding another layer of water treatment.

Policy LU-6.5 Dumbarton TOD Landscaping and Streetscape. Use landscaping and tree planting to enhance the character of the Dumbarton TOD neighborhoods, define the community's edges, provide landmarks and focal points, make streets more pleasant for walking, and create a stronger sense of place. The landscape should reflect climate and soil conditions, as well as the desire to conserve water and create visual appeal The Project would include landscaping consistent with this Policy, in compliance with the Specific Plan design guidelines and as part of the Project's Design Review approval. The landscape would enhance the character of Dumbarton TOD neighborhoods through the use of site specific materiality, planting design, and park design. Enhanced brick and stucco veneers would be utilized for seat walls and retaining walls to visually tie in the landscape built elements with the brick and stucco materials that will be used on the TOD neighborhood architecture. Custom enhanced steel architecture stoop railings and patio fences would match the decorative, linear architectural balcony railings for a heightened sense of identity. These same enhanced steel details will carry through to the landscape park overheads. The planting design would feature wispy, flowing native grasses to capture the native wetland feel of the adjacent bay. Flowering shrubs at pedestrian paseo entry points would add a natural highlight to neighborhood entrances and enhance wayfinding.

Policy LU-6.6 Dumbarton TOD Lighting. Use lighting and illumination which compliments architectural styles, reduces glare and over-lighting impacts, ensures pedestrian safety, and highlights special design elements within the community. The Project would include landscaping consistent with this Policy, in compliance with the Specific Plan design guidelines and as part of the Project's Design Review approval. Modern yet timeless street pole lights, pedestrian scale pole lights, and bollard lights would be specified to match the sconce lighting that will be featured on the community architecture. All pole and bollard lights would feature light fixture covers that would prevent vertical light pollution and also direct light throw towards pedestrian circulation areas and away from private residential units. All pedestrian circulation lighting would be strategically distributed to maintain uniform light coverage based on photometric plans that would be prepared by a certified lighting designer. This uniform lighting design would enhance safety and promote clear pedestrian circulation.

Policy E D-2.4 New Retail Districts. Create additional shopping opportunities in newly developing neighborhoods, such as Dumbarton TOD, to meet the needs of new residents and workers, and reduce the loss of retail dollars to nearby communities. New commercial districts should be designed as integral parts of the neighborhoods they serve, so that patrons can easily walk or bicycle from home or work to shopping. The Project is a mixed use residential project that would incorporate retail uses. The mixed use building would contain 3,600 square feet of ground floor retail space fronting along Willow Ave. The high floorplate façade for the retail space would serve as a grand entry to the project. Residential affordable units would be located above the retail space to provide proper massing and an urban feel. The current plan shows one 1,000 square foot retail space that could be used for a small coffee shop or café plus a 2,600 sf space for another neighborhood serving use such as a restaurant or deli. The retail frontage would also include an enclosed, secured elevator lobby for the affordable housing units.

The Project is consistent with the General Plan's Housing Element because it would increase overall housing stock in the City by 370 total units, including 90 affordable units, and would assist in addressing both the regional and statewide housing crisis.

III. Specific Plan Amendment

A. *The proposed amendments to the Bayside Newark TOD Specific Plan are consistent with the Newark General Plan.* The amendments to the Specific Plan would include re-designation of the Project Site's land use designations/zoning so that the current office uses are replaced with 48 residential units (collectively "Specific Plan Amendment"). These changes are provided to enable implementation of the vision for buildout of the Specific Plan area and made in light of the fact that third part experts have determined that the development of office uses are not feasible on the Project Site. The Project would also be consistent with the overall development capacity and intensity for the Specific Plan area as identified in the General Plan and assumed in the 2013 General Plan Environmental Impact Report ("EIR") and 2011 PEIR. The Specific Plan Amendment would not result in increased development capacity or a change in the intensity of development or site improvements already planned or anticipated in the General Plan and Specific Plan. Nor would the amendments directly result in development types that were not already assumed and evaluated in the General Plan EIR and Specific Plan EIR. Specifically, the Specific Plan planned for the development of a total of 2,500 dwelling and 35,000 square feet of retail, and as of February 2022, a total of 2,171 dwelling units and 3,600 square feet of retail have been approved or are pending approval in the Specific Plan area, leaving plenty of capacity for the Project without resulting in any new or increased impacts on the environment, as concluded in the IS/Addendum to the PEIR prepared for the Project.

IV. Zoning Map Amendment

Pursuant to Newark Municipal Code section 17.39.080, the City finds as follows:

A. The amendment is consistent with the General Plan. The City's zoning map would be amended to change the zoning of the Project Site from Business and Technology Park and Park to Medium Density Residential - Form Based Code, Commercial/Mixed Use - Form Based Code, Transit Station, Public Facilities, and Park. These zones are consistent with the General Plan land use designations for the Project Site, as amended – Medium Density Residential, Commercial Mixed Use, Public Institutional, and Parks and Recreation Facilities. The new zoning designations specifically, and the Project generally, would be consistent with the applicable polices of the General Plan, including but not necessarily limited to the Policies specifically listed in section II above. Therefore, the Zoning Map Amendment would be consistent with the General Plan.

B. *Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district.* The Zoning Map Amendment would reflect the changes to land use designations eliminate infeasible office uses and replace them with housing, which is necessary to achieve the balance of land uses desired by the City, and consistent with the General Plan as set forth above. The zoning change would allow underutilized, vacant and blighted former industrial land to be developed consistent with the vision of the General Plan and Specific Plan, and would result in the dedication of property for the City's desired transit station.

C. *The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort, and general welfare.* The Zoning Map

Amendment and Specific Plan, as amended, would guide the orderly development of the Project in a manner to promote and protect the public health, safety, peace, comfort and general welfare, as required through conformance of applicable policies and regulations of the Specific Plan in addition to the City's zoning requirements. The Zoning Map Amendment would ensure consistency with the Specific Plan and General Plan and would result in orderly and planned-for growth that promotes the General Plan policies described in section II above.

V. Design Review

Pursuant to Newark Municipal Code section 17.34.060, the City finds as follows:

A. *The overall design of the project including its scale, massing, site plan, exterior design, and landscaping will enhance the appearance and features of the project site and surrounding natural and built environment.* The Project would redevelop and revitalize a largely vacant and blighted former industrial site with modern, aesthetically pleasing market rate and affordable residential units, commercial retail uses, a five-acre park, and other landscaping improvements, including trees and greenspaces and other aesthetic improvements such as open spaces on the property dedicated to the City for a future transit station. The massing of the residential units and other development would be appropriate for the area and would enhance the appearance and features of the project site and surrounding natural and built environment.

B. *The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.* The Project would redevelop and revitalize a largely vacant and blighted former industrial site with modern, aesthetically pleasing market rate and affordable residential units, commercial retail uses, a five-acre park, and other landscaping improvements, including trees and greenspaces and other aesthetic improvements such as open spaces on the property dedicated to the City for a future transit station. The Project design and connectivity would encourage pedestrians, including Project residents and visitors, to walk to the retail uses, park, and future transit station.

C. *Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.* The high-quality exterior building materials, such as brick and stone, are integral to the architectural design per applicable Specific Plan Design Guidelines. The street level storefronts would help create a pleasant pedestrian experience, as well the features of the park and future transit station. Landscape seat walls and retaining walls would feature enhanced brick and stucco veneers with wall caps that would match the community architectural brick and veneer materials. These same brick and stucco materials would carry through to the two entry monument signs to further promote a sense of unique community identity. Custom metal details with linear elements would be featured on the park overheads, patio fences, and architectural unit stoop railings to tie in the custom linear metal balcony railings on the architecture. The project details would be internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed design.

D. *The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.* Consistent with the Specific Plan design guidelines, the Project would include these features, consistent with the intended character of the

area, including landscaped walkways and streets, as well as trees. Modern yet timeless pedestrian furniture and light fixtures would be specified to reflect the modern forms of the architecture and the warm, timeless brick and stucco architecture facades. Street trees would feature strong structural forms for year-round interest and vibrant reddish-orange fall color which will create a noteworthy identity for the community. The Bay Trail would run along the perimeter of the community and will be lined with wide parkways and lush native planting which will encourage pedestrian use and interaction surrounding the community.

E. *Parking areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.* The Project would redevelop and revitalize a largely vacant and blighted former industrial site with modern, aesthetically pleasing market rate and affordable residential units, commercial retail uses, a five-acre park, and other landscaping improvements, including trees and greenspaces and other aesthetic improvements such as open spaces on the property dedicated to the City for a future transit station. This would enhance the environmental quality of the site.

F. *Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, and avoid creating glare.* The Project's lighting would be designed in conformance with the Specific Plan's lighting design guidelines, which ensure the lighting will implement all of these goals. See response to LU-6.6 describing the character, specification, and design of landscape lighting.

G. *Landscaping is designed to be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape.* The landscaping design would incorporate "Bay Friendly" landscape practices including native, non-invasive and drought tolerant trees and shrubs to complement the buildings while providing shade and visual interest along the pedestrian path. The sidewalk landscaping would also designed as part of the stormwater management system in compliance with provision C.3 of the Municipal Regional Stormwater NPDES Permit issued by the California Regional Water Quality Control Board, which governs stormwater discharge for new development projects. Finally, the landscaping design would be consistent with and subject to the Specific Plan's design guidelines.

VI. Minor Use Permit

Pursuant to Newark Municipal Code sections 17.35.060 and 17.23.050, the City finds as follows:

A. *The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Ordinance and all other titles of the Municipal Code.* The only aspect of the Project that would require a Minor Use Permit is the request to have a reduced number of parking spaces due to the proximity of the Project's residential uses to a transit station, pursuant to Newark Municipal Code section 17.23.050(A). The Project's uses are permitted in the Project's zoning, as amended, and the Project would qualify for reduced parking by meeting the requirements set forth in Newark Municipal Code section 17.23.050.

B. *The proposed use is consistent with the General Plan and the Specific Plan.* The uses of the Project would be consistent with the General Plan and the Specific Plan as amended, as set forth in detail in the findings above.

C. *The proposed use will not be adverse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements.* The Project, and specifically the reduced parking as a result of adjacent transit, would not be adverse the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements, and instead would reduce vehicle miles traveled and promote the use of transit instead of passenger vehicles, and pedestrian travel. The Project would further be consistent with the General Plan polices described in section II above, which are intended to promote the public health, safety, and welfare of the community.

D. *Tax revenue generated by the development will exceed the City's cost of the service demand as a result of the development or a compelling community benefit will be provided.* The Project would redevelop vacant and blighted former industrial property with residential and retail uses, thereby significantly increasing the City's property tax base by increasing the value of the property, as well as creating sales tax.

E. *The proposed use complies with any design or development standards applicable to the zoning district or the use in question unless waived or modified pursuant to the provisions of this [Zoning] Ordinance.* The uses of the Project would comply with all applicable design and development standards and are allowed under the Specific Plan and Zoning Ordinance.

F. *The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses in the vicinity.* The Project would comply with all applicable design and development standards. Further, the Project would qualify for reduced parking by meeting the requirements set forth in Newark Municipal Code section 17.23.050 due to the close proximity to a future transit station.

G. *The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.* The proposed Project would comply with all applicable design and development standards, and the General Plan, Specific Plan and zoning. The Project's impacts have been analyzed in detail in the 2011 EIR and Addendum thereto prepared for the Project. Further, the Project would qualify for reduced parking by meeting the requirements set forth in Newark Municipal Code section 17.23.050 due to the close proximity to a future transit station.

VII. Vesting Tentative Map No. 8559

The City makes the following findings which indicate conformance with the State Subdivision Map Act and the City's Subdivision Ordinance (Newark Municipal Code Chapter 16.08):

A. The proposed map would be consistent with the General Plan and Specific Plan as specified in Government Code §65451 as it would provide sufficiently dense residential and commercial uses in an area with pre-existing commercial uses on adjacent property and the immediate area. It would also be consistent with the City's Subdivision Ordinance and the design or improvement of the proposed tentative tract map would be consistent with the General

Plan in that the property is developed by street and parcel improvements in conformance with applicable goals and policies. The proposed map would be consistent with the General Plan and Specific Plan, as amended, for all the reasons set forth in the findings relating to the concurrent General Plan and Specific Plan amendments, and would propose sufficiently dense residential and commercial mixed uses on blighted, vacant former industrial property, which the Project would significantly improve. The street and parcel improvements would comply with all City requirements, and for the reasons discussed in the findings regarding the concurrent Design Review approval, implement the goals and policies of the General Plan and Specific Plan, specifically including redeveloping the western portion of the City.

B. The design and improvements of the proposed subdivision would be consistent with applicable General Plan and Specific Plan, as amended, as the proposed subdivision would include multi-family residential and commercial development, sidewalks, pedestrian paseos, event spaces, and landscaped areas which would be adequately served by streets, and provide sufficient drainage for the development, as detailed in the findings in support of the concurrent Design Review approval, as well as the findings for the concurrent General Plan and Specific Plan amendments.

C. The site would be physically suitable for the type of development in that it is a highly disturbed, blighted for former industrial development, that would be significantly improved to support the proposed residential and commercial uses. There are no known problems regarding cultural, historical or scenic aspects. Given the topography of the site and the location of the proposed construction, it appears that grading would be minimal and in compliance with all City regulations. Therefore, the site would be physically suitable for the type of development.

D. The site would be physically suitable for the proposed density of development as the development would be within with the residential and retail capacities identified in the Specific Plan. The proposed development would be compatible with adjacent and neighboring existing developments in the surrounding area and would significantly improve an area of the City that the City's planning documents have long targeted for development

E. The design of the subdivision or the proposed improvements would not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, as set forth in detail in the CEQA addendum to the EIR prepared for this Project.. The existing subject property is a developed and highly disturbed former industrial property in an urban area. The proposed subdivision and related development would have no significant impact on the environment's flora or fauna and instead would improve a blighted area.

F. The design of the subdivision or type of improvements would not likely cause serious public health problems. Phased residential subdivisions and associated commercial development would not involve significant amounts of hazardous materials or projects, as set forth in detail in the CEQA addendum to the EIR prepared for this Project.

G. The design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. The City has reviewed the records related to the subject property and found that the subdivision would not have a conflict with any easements.

VIII. Affordable Housing – Alternative Means of Compliance to Payment of Housing Impact Fee

Pursuant to Newark Municipal Code section 17.18.050, the City finds as follows:

A. *The proposed alternative means of compliance fulfills the purposes of this chapter as set forth in Section 17.18.010, Purpose.* The alternative means of compliance would fulfill the purposes of section 17.18.010 in that the proposed Project would result in the production of affordable housing that would be available to households with incomes at the very low-, low-, and moderate-income levels. The affordable housing units would be administered through an affordable housing agreement between the City and the property owner that would establish affordability levels for a period of 55-years. The alternative means of compliance would contribute to a more economically balanced community and provides safe and stable housing for households at all income levels.

B. *The proposed alternative means of compliance will further affordable housing opportunities in the city to an equal or greater extent than compliance with the requirements of Section 17.18.020, Housing Impact Fee, and will fully mitigate the impact of the project on the need for affordable housing.* The alternative means of compliance would result in the production of affordable units that have a value equal to or greater than the required housing impact fee and as a result would fully mitigate the impact of the Project on the need for affordable housing.

C. *The proposed alternative means of compliance would better address the city's needs than compliance with the requirements of Section 17.18.020, Housing Impact Fee.* The alternative means of compliance would result in the production of affordable housing with a market rate housing project, resulting in the availability of affordable housing more immediately than what otherwise may be possible though the payment of the Housing Impact Fee.

D. *The proposed alternative means of compliance will not unduly concentrate affordable housing in one geographic area so as to result in housing segregation.* The alternative means of compliance would result in the production of family affordable housing within the Specific Plan area, which does not currently have any restricted affordable housing units, other than 72 affordable units for seniors, out of the 2,500 total residential units allowed in the Specific Plan area, and 2,171 units approved or in process therein. Therefore, there would not be an undue concentration of affordable housing units within one geographical area.

STAFF REPORT

Item D. 7.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a Resolution authorizing the City Manager to execute the First Amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC to provide temporary information technology services and amend the 2022-2024 Biennial Budget

SUMMARY AND RECOMMENDATION

ClientFirst Consulting Group provides information technology management, and advisory expertise to the City and the Information Technology (IT) Department. The existing Contractual Services Agreement (CSA) is almost fulfilled and additional funds are needed to extend their services.

Staff recommends that the City Council, by resolution, approve an amendment to the CSA with ClientFirst Consulting Group, LLC, to provide temporary IT services and amend the 2022-2024 Biennial Budget and Capital Improvement Plan.

BACKGROUND

The City has relied on professional consultants to provide services and experience that city staff are unable to provide, such as technical information technology services. In April 2022, the City entered into a Contractual Service Agreement (CSA) with ClientFirst Consulting Group, LLC in the amount of $49,470.00 to provide temporary professional information technology services in order to continue meeting the IT needs of the City. When the CSA was entered into, the IT Department vacancy rate was 83%. The current vacancy rate has improved, but is still at 67% which dictates the need to continue services with ClientFirst Consulting Group, LLC.

DISCUSSION/ANALYSIS

The current contract allows ClientFirst Consulting, LLC to provide services through October 2022, but the need for these services will likely continue through January 2023. The IT Department is in process of recruiting qualified staff for the newly formed/expanded department, and has selected candidates to fill its four vacancies. It is estimated that it will take approximately three additional months to complete the selection process, onboard and train qualified individuals.

The need for technical expertise to support the IT Department is critical. ClientFirst Consulting Group provides technical expertise to support City staff. ClientFirst Consulting Group continues to provide positive technical assistance to the IT

Department, consistent focus on high priority items, improved communication of project status, and oversight for critical projects and vendor coordination. A number of high priority items are in progress and new items have been identified to move the IT Department forward to provide secure computing. Approximately 432 hours of additional consultant time is needed through January 2023 for applying recommended firewall changes, replacing obsolete or non-standard network equipment, continuing cybersecurity enhancements, assistance with resolving emergent IT issues, implementing IT infrastructure improvements and updating documentation.

FISCAL IMPACT

The total not-to-exceed amount for the first amendment would be increased by $79,680.00 for a total not-to-exceed amount of $129,150.00. The costs for this service would need to come from the General Fund Unappropriated Fund Balance and requires a budget amendment, which is included in the attached resolution. The agreements and first amendment were prepared in accordance with the City's Purchasing Rules and Regulations.

REVIEW AND APPROVAL

Prepared by - Ed Miranda, Information Technology Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution - ClientFirst Technology Consulting

Amendment No. 1 to CSA 22012

Amendment No. 1 Exhibit A Scope to CSA 22012

CSA 22012

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH CLIENTFIRST CONSULTING GROUP, LLC TO PROVIDE TEMPORARY PROFESSIONAL INFORMATION TECHNOLOGY SERVICES

WHEREAS, on April 22, 2022 the City of Newark awarded a Contractual Services Agreement (the "Agreement") to ClientFirst Consulting Group, LLC (the "Consultant") to provide professional information technology services; and

WHEREAS, pursuant to Section 18 of the Agreement entitled, "Term/Termination" the City elected to extend the Agreement for an additional one (1) year term from July 1, 2022 through June 30, 2023 with a not-to-exceed amount of $49,470.00; and

WHEREAS, the City finds that the amended scope of services described in the Agreement continue to be necessary and desires to amend the Agreement to provide additional funding for the existing scope of services to increase the not-to exceed amount.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute the first amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC, in a form approved by the City Attorney, to provide professional information technology services and to increase the not-to-exceed amount of the Agreement, by $79,680.00 for a total not to exceed amount of $129,150.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement, in a form approved by the City Attorney, that are within the total not-to-exceed amount of $129,150.00.

BE IT FURTHER RESOLVED that the City Council does hereby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2023 by appropriating $79,680.00 as follows:

TO:	110.21.021.200.6220	PROFESSIONAL SERVICES	$79,680.00
FROM:	110.3000	UNAPPROPRIATED FUND BALANCE	$79,680.00

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND CLIENTFIRST CONSULTING GROUP, LLC FOR CONSULTANTS

This First Amendment to the Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and ClientFirst Consulting Group, LLC, dba ClientFirst Technology Consulting, ("Consultant"), (together referred to as the “Parties”) as of April 22, 2022.

RECITALS

WHEREAS, the Parties executed Contractual Services Agreement No. C22012 (the "Agreement") to perform the services generally including: information technology management, and advisory expertise to the City and the IT Department; and

WHEREAS, Section 27, Modification, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to extend and amend the Agreement effective October 7, 2022; and

WHEREAS, the Parties desire to amend Exhibit A to add additional IT Infrastructure Assistance; and

WHEREAS, the Agreement provides a not to exceed compensation of Forty-Nine Thousand Four Hundred Seventy Dollars ($49,470.00); and

WHEREAS, the total cost of the additional services are not to exceed Seventy-Nine Thousand Six Hundred Eighty Dollars ($79,680.00).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3. "Not to Exceed" Compensation, of the Agreement is amended to increase the combined total of compensation and costs payable under the Agreement by Seventy-Nine Thousand Six Hundred Eighty Dollars ($79,680.00) from Forty-nine Thousand Four Hundred Seventy Dollars ($49,470.00) to One Hundred Twenty-nine Thousand One Hundred Fifty Dollars ($129,150.00).

2. Exhibit A, Services is amended to add Additional IT Infrastructure Assistance as described in the Scope and Approach and Fee Summary attached hereto and incorporated herein by reference.

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

CITY OF NEWARK

DAVID J. BENOUN
CITY MANAGER

ATTEST:

SHEILA HARRINGTON, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

ClientFirst Technology Consulting

DAVID KROUT

September 1, 2022

Ms. Lenka Hovorka
Assistant City Manager
City of Newark
37101 Newark Blvd,
Newark, CA 94560

Re: Proposal for Additional IT Infrastructure Assistance

Dear Ms. Hovorka:

ClientFirst Technology Consulting is pleased to provide the City of Newark with this proposal for additional IT infrastructure consulting assistance. We value the confidence you have placed in us.

ClientFirst has been providing IT engineering, project management and overall management assistance on an interim basis until a new IT Director is appointed. Once the new IT Director's onboarding is complete, management related consulting needs will decrease significantly. It has become apparent that IT network and server engineering expertise will be required at least until staff Analyst positions are filled. IT Analyst positions were posted recently, with an expectation of onboarding in approximately four months.

Scope and Approach

When requested, we propose to do the following major tasks, which will result in an improved data network that is based on cybersecurity and network configuration best practices:

- **Continue Recommended Firewall Changes** – An assessment of existing firewall rules was completed recently, necessary improvements are scheduled over the next few months.
- **Replace Obsolete or Non-Standard Network Equipment** – A preliminary network inventory has uncovered network components that do not meet City standards. These devices should be replaced as soon as possible.
- **Determine Additional Cybersecurity Enhancements** – Optimize traffic routes, expand the use of virtual local area networks, completely separate Police Department and City Hall networks, and add cybersecurity capabilities per best practices.
- **Assist Staff in Resolving IT Issues** – Work with staff to resolve complex or high priority IT infrastructure related issues.
- **Advise or Plan for Improvements** – Work with staff to make recommendations and advise management and staff on Best Practices and improvements.
- **Implement IT Infrastructure Improvements** – Implement IT infrastructure improvements as directed.
- **Update Documentation** – Update network documentation and review with City staff as a part of a knowledge transfer.

Fee Summary

Our fees are based on the time spent on a project at our standard rates. Our standard billing rates for these types of services are based on the type and level of the assigned consultants' skill sets. However, we have discounted our rates for this engagement. We do not anticipate any travel-related expenses. Other reimbursable items for IT support may include relatively small hardware, which will only be purchased after consulting with the City of Newark and obtaining written approval.

Summary Rates	
Consultant Level	**Hourly Rate**
Administrative Staff	$ 65
IT Technician and Senior Technician	$ 95
Network Engineer/Consultant/Project Manager	$ 175
Senior Network Engineer/Senior Consultant	$ 185
Specialized Senior Consulting – Director Level	$ 195
Partner	$ 205

Senior Network Engineering along with some Project Management related work are expected to include the majority the proposed work effort. Specialized Senior Consulting – Director Level includes team leads in telecommunications, structured cabling, and applications (ERP, land management, CAD/RMS) subject matter experts. Partner includes the two partners in the firm.

Below is a summary of the proposed work effort for this engagement. We expect to provide detailed invoices on a time and materials basis as a part of this engagement.

Step	Additional IT Infrastructure Assistance	Total Hours	Weeks	Tom	Aaron	Michael
1	Ongoing Assistance - Network	312	26			12
2	Ongoing Assistance - IT Project Management	60	12	1	4	
3	IT Director - Onboarding and Strategic Planning	20	1	20		
4	Policies and Procedures (Cybersecurity & D/R)	40	1		40	
	Hours	432		32	88	312
	Rates			$205	$175	$185
	Fees	$79,680		$6,560	$15,400	$57,720
	Expenses	N/A				
	Total Investment	**$79,680**				

Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

If you have any questions, feel free to contact me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of Newark.

Sincerely,

Tom Jakobsen
Senior Partner
IT Support and Infrastructure Practice Leader

Qualifications

Our consultants have been assisting local governments with innovative technology solutions with ClientFirst for 18 years, bringing with them many more years of experience in this field. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. We are confident that no other consulting firm focusing on local governments offers the wide range of IT services that we do.

Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,000 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in California. ClientFirst is a national firm, with practices located in California, Illinois, Texas, and North Carolina.



Corona, CA



Schaumburg, IL



San Antonio, TX



Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.



True Independence

ClientFirst believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".


CIOReview

20 Most Promising Government Technology Solution Providers

ClientFirst Technology Consulting

Bringing Innovation, Optimization, and Measurement to Local Government

National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.

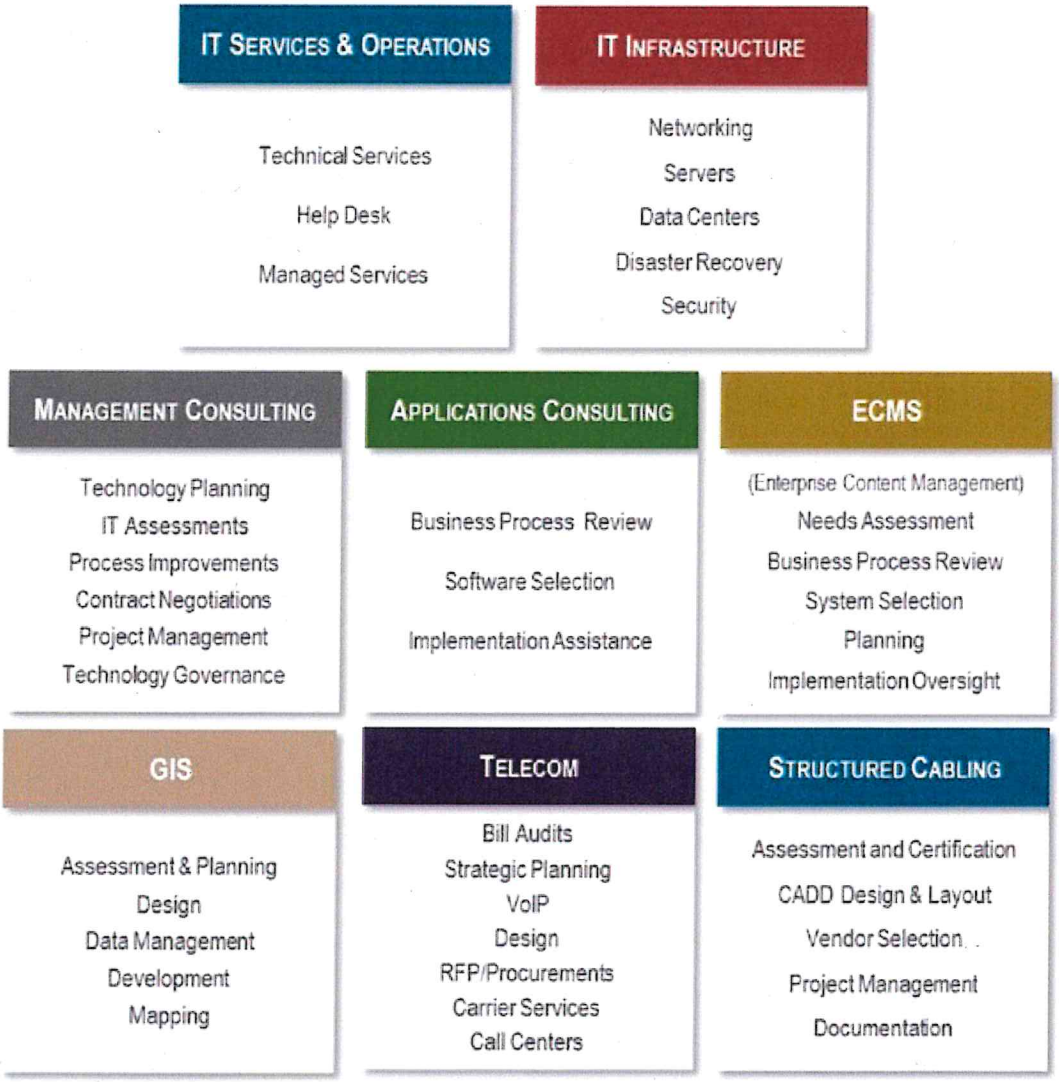
Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

CLIENTFIRST Integrated Technology Solutions Groups



Integrated Technology Services

IT Services and Operations

IT Technical and Managed Services

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring

IT Staffing/Augmentation

- IT Staffing Needs Assessment and Operational Reviews
- Interim IT Management
- Supplemental IT Management Staffing

IT Infrastructure

Networking and Servers

- Assessment, Design, and Installation
- Replication and Redundancy Strategies
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

Disaster Recovery

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site and Recovery Services Evaluation
- Storage Area Networking
- Backup Strategies and Design

Cybersecurity

- Assessment and Planning
- Applications and Hardware Security
- Cybersecurity Review
- Security Policy and Control Development
- Intrusion Testing
- Workshops and Training
- Compliance: NIST, NCCoE, PCI, CJIS, NEA/FERC

Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design

Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

Applications Consulting

Business Process Review

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specifications, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Reviews
- System Selection and Contract Negotiations

ECMS

- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director
CA Municipality

IT Operations / Technical Services Experience

- Technical Services
- 24/7 On-Call
- PC Break-Fix Services
- Routers and Switches
- Server Installation, Configuration and Troubleshooting
- On-Site or Remote Services
- Network Troubleshooting and Configuration
- Security Systems Support
- Managed Services
- Network Management
- Event Monitoring
- Patch Management
- Inventory Management
- Licensing Management
- Software Distribution
- Remote Network and Desktop Monitoring

Telecom Experience

- Systems Evaluation and Assessments
- Telecommunications System Management
- Voice and Data Cable Infrastructure Design and Engineering
- LAN/WAN Assessments, Design, Procurement, and Implementation
- VoIP (Voice-over-Internet Protocol) Readiness Reviews and Assessments
- Telecom Billing Audits and Cost Reviews
- Strategic IT and Telecommunications Planning
- Systems Design and Alternative Analysis
- Business Continuation Planning and Disaster Recovery Planning
- Call Center Planning and Operational Design
- Competitive System and Vendor Selection
- Project Management and Implementation

Department Area Experience

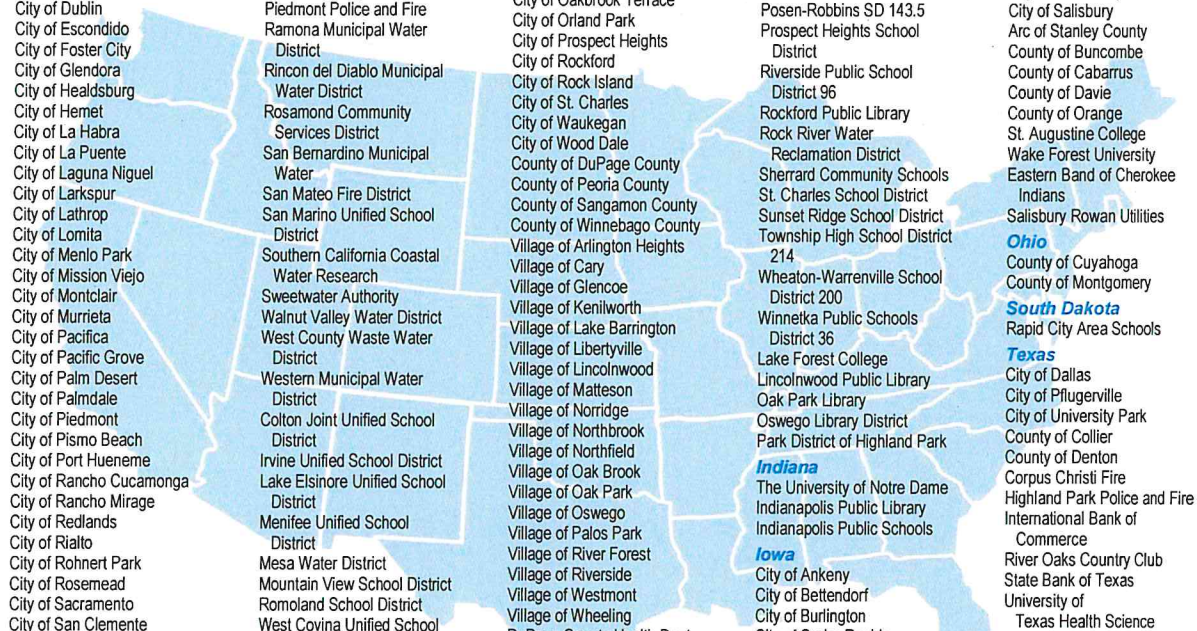
- Council
- Administration
- Building and Safety
- City Clerk
- Finance
- Fire
- Library
- Utility Billing
- Customer Service/Call Centers
- Payroll
- Human Resources
- Planning
- Police
- Purchasing
- Public Works
- Parks and Recreation
- Engineering
- Geographic Information System (GIS)
- Water
- Waste Water
- Sanitation
- Field Operations
- Laboratories
- Environmental Services
- Facilities
- Treatment Plants
- Fleet Management
- Engineering
- Warehousing
- SCADA
- Information Systems

Application Area Experience

- General Ledger
- Budgeting
- Project Accounting
- Grant Accounting
- Cash Receipts
- Purchasing and Receiving
- Bids Management
- Contract Management
- Accounts Payable
- Fixed Assets
- Loans
- Special Assessments
- Financial Reporting
- Business Licensing
- Applicant Tracking
- Human Resources
- Employee Self-Service
- Benefits Tracking
- Time and Attendance
- Payroll
- CIS and Utility Billing
- Customer Service / Call Centers
- Backflow
- Service Orders
- Work Orders / Preventative Maintenance
- Inventory and Fleet Management
- Planning, Permitting, Inspection and Code Enforcement
- Land/Parcel/Address Management
- Computer-Aided Dispatch (CAD)
- Records Management
- Mobile Computing
- Citizen Request Management (CRM)
- Geographic Information System (GIS)
- Adjudication
- Citation Management
- Database Management

Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:



California
City of Albany
City of Azusa
City of Big Bear Lake
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Camarillo
City of Carlsbad
City of Chico
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Downey
City of Dublin
City of Escondido
City of Foster City
City of Glendora
City of Healdsburg
City of Hemet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Larkspur
City of Lathrop
City of Lomita
City of Menlo Park
City of Mission Viejo
City of Montclair
City of Murrieta
City of Pacifica
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Rohnert Park
City of Rosemead
City of Sacramento
City of San Clemente
City of San Gabriel
City of San Jacinto
City of San Pablo
City of San Rafael
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South Pasadena
City of South San Francisco
City of Tustin
City of Upland
City of Vacaville
City of West Covina
County of Butte
County of Mariposa
County of Mendocino
County of Riverside
County of San Bernardino
County of Tuolumne
County of Yolo
Town of Danville
Town of Hillsborough
Town of Truckee
Town of Yucca Valley
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Cucamonga Valley Water District
Glendale Water and Power
Hayward Area Recreation and Park District
Irvine Unified School District
Jurupa Community Services District
Livermore Area Recreation and Park District
Midpeninsula Regional Open Space District
Newhall County Water District
Piedmont Police and Fire
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
San Bernardino Municipal Water
San Mateo Fire District
San Marino Unified School District
Southern California Coastal Water Research
Sweetwater Authority
Walnut Valley Water District
West County Waste Water District
Western Municipal Water District
Colton Joint Unified School District
Irvine Unified School District
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Mountain View School District
Romoland School District
West Covina Unified School District
Ohlone Community College
San Jose Community College
University of California Berkeley
University of California San Francisco
UCSF Medical Center
Stanislaus Council of Governments
Mechoopda Indian Tribe

Alabama
City of Pelham

Arizona
County of Maricopa

Connecticut
City of Bristol
City of New Haven
Groton Police and Communications Dispatch
Town of Groton

Florida
City of Cape Coral
City of Deerfield Beach
City of Dunedin
City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie
City of Riviera Beach

Idaho
City of Sandpoint

Illinois
City of Bloomington
City of Champaign
City of Countryside
City of Crystal Lake
City of Highland Park
City of Joliet
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rockford
City of Rock Island
City of St. Charles
City of Waukegan
City of Wood Dale
County of DuPage County
County of Peoria County
County of Sangamon County
County of Winnebago County
Village of Arlington Heights
Village of Cary
Village of Glencoe
Village of Kenilworth
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Matteson
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Oswego
Village of Palos Park
Village of River Forest
Village of Riverside
Village of Westmont
Village of Wheeling
DuPage County Health Dept.
Batavia Public School District
Central Community Unit School District 301
Champaign County Forest Preserve District
Civitas Schools
Community High School District 99
Community Unit High School District 205
Community Unit School District 300
Community Unit School District 308
Consolidated High School District 230
Consolidated School District
Gower School District
Hampton School District 29
Harlem School District 122
Harrison School District 36
Harvard Community Unit School District
Harvey School District 152
Hinsdale Township High School District 86
Indian Prairie Community Unit School District 204
J. Sterling Morton High School District 201
Lake Zurich Community Unit School District 95
Mount Prospect School District 57
Naperville Community Unit School District 203
Naperville Park District
Norridge Park District
Oswego School District 308
Pace Suburban Bus Division
Park Ridge Schools
Port Byron Central School District
Posen-Robbins SD 143.5
Prospect Heights School District
Riverside Public School District 96
Rockford Public Library
Rock River Water Reclamation District
Sherrard Community Schools
St. Charles School District
Sunset Ridge School District
Township High School District 214
Wheaton-Warrenville School District 200
Winnetka Public Schools District 36
Lake Forest College
Lincolnwood Public Library
Oak Park Library
Oswego Library District
Park District of Highland Park

Indiana
The University of Notre Dame
Indianapolis Public Library
Indianapolis Public Schools

Iowa
City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hampton
City of West Des Moines
County of Johnson
County of Linn
State of Iowa
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Cedar Falls Utilities

Kansas
City of Shawnee

Michigan
University of Michigan
Lake Superior State University

Minnesota
County of Anoka

Nevada
County of Nye
Town of Pahrump

New York
City of Batavia
Village of Ossining

North Carolina
City of Burlington
City of Gastonia
City of High Point
City of Kinston
City of Mount Airy
City of Salisbury
Arc of Stanley County
County of Buncombe
County of Cabarrus
County of Davie
County of Orange
St. Augustine College
Wake Forest University
Eastern Band of Cherokee Indians
Salisbury Rowan Utilities

Ohio
County of Cuyahoga
County of Montgomery

South Dakota
Rapid City Area Schools

Texas
City of Dallas
City of Pflugerville
City of University Park
County of Collier
County of Denton
Corpus Christi Fire
Highland Park Police and Fire
International Bank of Commerce
River Oaks Country Club
State Bank of Texas
University of Texas Health Science Center
Westwood Country Club

Utah
Washington County School District

Virginia
Commonwealth of Virginia
City of Manassas Park

Wisconsin
City of Appleton
City of Brookfield
City of Eau Claire
City of Wauwatosa
City of West Allis
County of Brown
County of Kenosha
County of Milwaukee
County of Waukesha
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District

Technical Certifications

ClientFirst consultants collectively possess an extensive portfolio of certifications, revealing their commitment to ongoing professional training and ensuring that our clients have access to the latest information in the field.



Project Team

The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, working as an integrated team to provide end-to-end consulting and support services. Detailed profiles for each Project Team member are found in this section.

Tom Jakobsen



Partner – IT Infrastructure and Operations Consulting Practice Leader

Tom Jakobsen has over 40 years of experience in the information technology arena. His interdisciplinary experience has given him a unique understanding of the interrelationship between IT infrastructures and the applications they support. It has also afforded him firsthand experience demonstrating the benefits of project management and system development life cycles for infrastructure-related projects. Tom's dual roles as a Virtual CIO and Consultant provide clients with a resource of tremendous experience who understands interdepartmental and vendor relationships and their management.

Highlights

- Former National IT Infrastructure Consulting Practice Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Ongoing Contract CIO for multiple agencies
- Former CIO at Frame Relay Corporation
- Interim CIO at AAA Colorado
- Interim CIO at AAA Arizona
- Two-time Interim CIO at Illinois Action for Children
- Managed hundreds of IT consulting projects with dozens of municipalities and local governments

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Mathematics and Economics – University of Iowa
- Member, Project Management Institute, Midwest Chapter
- Member, University of Iowa Graduate College, Advisory Board

SPECIALTIES

- Network Design, Procurement, Implementation, and Oversight
- Cybersecurity
- Disaster Recovery
- IT Operations Management
- Interim CIO/IT Management
- Project Management
- Assessments, Strategy, and Planning

Agency Experience

City of Bloomington
City of Brentwood
City of Burbank
City of Calabasas
City of Camarillo
City of Chino
City of Colton
City of Corona
City of Downey
City of Dublin
City of Foster City
City of Glendora
City of Healdsburg
City of Highland Park
City of Joliet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Menlo Park
City of Mount Airy
City of Murrieta
City of Naperville
City of Oakbrook Terrace
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rockford
City of Rohnert Park
City of Salisbury
City of San Gabriel
City of San Pablo
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South San Francisco
City of St. Charles
City of West Covina
City of West Des Moines
County of Denton
County of Davie
County of Mariposa
County of Mendocino
County of Tuolumne
Town of Danville
Town of Groton
Town of Yucca Valley
Village of Arlington Heights
Village of Bloomingdale
Village of Cary
Village of Glencoe
Village of Homewood
Village of Kenilworth
Village of Libertyville
Village of Lincolnwood
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Ossining
Village of Palos Park
Village of River Forest
Village of Riverside
Batavia USD 101
Butler SD 53
Carpentersville School District
Central CUSD 301
CHSD 230, Orland Park
Colton Joint USD
Community CSD 158
Cucamonga Valley Water District
CUSD 300
CUSD 308, Oswego
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Forest Preserve District of Will County
Geneva CUSD 304
Glenview SD 34
Harlem SD 122
Harrison SD
Hononegah Community HSD 207
Illinois Action for Children
Illinois Municipal Retirement Fund (IMRF)
Indian Prairie CUSD 204
Indianapolis Public Library
J. Sterling Morton HSD 201
Lake Elsinore USD
Lincolnwood Public Library
Mount Prospect SD 57
Naperville CUSD 203
Naperville Park District
Nationwide Trial Division
Norridge Park District
Oak Park Library
Orland Park D230
Oswego Public Library District
Park District of Highland Park
Park Ridge-Niles SD
Riverside SD 96
Romoland SD
Salt Creek SD 48
San Jose Evergreen Community College
San Marino USD
SD U-46, Elgin
St. Charles CUSD 303
Stanislaus Council of Governments
Township HSD 214
University of Chicago
Washington County SD
West Aurora SD 129
West Covina USD
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Jurupa Community Service District
Mesa Water District
Midpeninsula Regional Open Space District
Newhall Co Water District
Ramona Municipal Water District
San Bernardino Municipal Water
Western Municipal Water District
Winfield SD 34

Project Management Institute.

Tom, I've been meaning to thank you for your expertise and guidance... assisting us in moving forward on all fronts.

—City Manager
IL Municipality

Know that I am extremely satisfied with the team we have assembled. It is comforting to have steady hands guiding us into the 21st century!

—City Administrator
CA Municipality

Michael Redmond



Manager, IT Infrastructure Consulting

Michael Redmond has been working in IT for over 22 years and Public Sector for 14 years. He has demonstrated leadership in technical operations, project management, staffing, vendor management, contract negotiations, and team leadership across a range of IT areas.

Michael is a subject-matter expert in cybersecurity, networking, servers, virtualization, storage, databases, backups/disaster recovery, operations, and cloud technologies. He can communicate effectively across all levels of an organization.

Highlights

- Former Senior Security Operations Analyst
- Coordinated and lead security efforts with engineers, architects, senior managers, and directors
- Has provided Disaster Recovery Plans for over 20 years
- Coordinated multiple software migrations
- Has experience analyzing bids, negotiating contracts, selecting vendors, and overseeing all final work for awarded vendors during the RFP process
- Has managed all day-to-day operations of an organization's network, including IT special requests, and provided solutions to ticket escalations
- Has managed and led security incidents, document efforts, and lead remediation efforts

Agency Experience

City of Centennial
City of Newark
City of San Leandro
City of South Gate
Town of Windsor
Village of Park Forest
Village of River Forest
Village of Riverside
Pueblo Community Health
US Olympic Committee

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Business Administration (MBA) – Colorado Technical University
- Bachelor of Management, Colorado Christian University
- Project Management Professional (PMP)
- ITIL Foundations Certification

SPECIALTIES

- Disaster Recovery
- Security Operations
- Budget Management
- Technical Operations
- Fiber Optics Program Management
- Firewall Implementation
- Cloud Operations
- Project Management
- Vendor Management
- Contract Negotiations

Aaron Ayala



Senior Systems Engineer

Aaron Ayala has over 20 years in Information Technology and more than five years working solely on high-level, local-government projects. Aaron is an expert in providing IT support, project management, and vendor relations. He is accustomed to high-value, fast-paced, high-pressure roles, with the ability to prioritize multiple tasks, meet deadlines, while providing a superior level of customer service.

Highlights

- Infrastructure Project Manager and Network Design Engineer
- Manages large- and small-scale implementation teams. Examples include:
  - $4.5MM deployment of Cisco and ShoreTel structured cabling, voice infrastructure, and data infrastructure for a municipality with 35 locations
  - $2.5MM deployment of HPE and Mitel voice and data infrastructure for a county with 33 locations
  - IT Implementation project management for Mother Lode Regional Juvenile Detention Center, Tuolumne County, California
  - Data Center Relocation for a mid-sized California city
  - Contract administration for structured cabling system, door access control, and data center-related vendor implementations
- Design and procurement of Cisco, HPE, Palo Alto, and other major network solutions
- Wireless systems, Networks, Network security, Backup systems, Infrastructure
- Design and procurement of door access control, structured cabling, and video surveillance systems
- Implementation of network management tools, including network monitoring, Active Directory security, and others

Agency Experience

City of Azusa
City of Corona
City of La Puente
City of Laguna Niguel
City of Murrieta
City of Pacific Grove
City of Palm Desert
City of Rancho Cucamonga
City of Rancho Mirage
City of Rialto
City of San Clemente
City of South Gate
City of West Covina
City of Yucca Valley
County of Mendocino
County of Tuolumne Butler SD 53
Castaic Lake Water Agency
Castro Valley Sanitary ACHDS
San Bernardino Municipal Water
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Elgin SD U-46
Geneva Community SD 304
Harlem SD 122
Hononegah SD 207
Huntley SD 158
Indian Prairie CUSD 204
Livermore Area RPD
Naperville CUSD 203
Orland Park D230
Posen-Robbins SD 143.5
Rockford Public Library
St. Charles CUSD
West Aurora SD 129
Wheaton-Warrenville SD 200
Winfield SD 34

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Information Systems – University of Phoenix

SPECIALTIES

- Infrastructure Project Management
- Staff Management
- Vendor Relationships
- Systems Administration
- IT Operations
- IT SOX Compliance

I appreciate your efforts and the great work done by ClientFirst to date in all areas.

—Chief Financial Officer
IL Library

C 22012

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 22ND day of APRIL, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and, ClientFirst Consulting Group, LLC, dba ClientFirst Technology Consulting ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including.

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

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "A", 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 "A". The payments specified in Exhibit "A" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Forty-nine thousand nine hundred and No/100 Dollars ($49,900) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

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

the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

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

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

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

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

8. INFORMATION AND DOCUMENTATION.

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

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

12. RESERVED.

13. RESERVED.

14. 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 01covering 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 14 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 14 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".

15. 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 19, herein below) 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.

16. 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.

In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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.

17. 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.

18. TERM/TERMINATION.

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

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

19. 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.

20. 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:

CLIENTFIRST CONSULTING GROUP, LLC	**CITY OF NEWARK**
Consultant	**Administrator**
Address: David Krout ClientFirst Technology Consulting 980 Montecito Drive, Suite 209 Corona, CA 92879-1793	City of Newark Attn: Lenka Hovorka 37101 Newark Boulevard Newark, CA 94560

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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 5.3.22

By _____
Consultant

Date 04/28/22

DAVID KROUT
Printed Name

Attest:

Sheila Harrington
City Clerk

Date 5/3/2022

Approved as to form:

[illegible]
City Attorney

Date 5/3/22

April 7, 2022

Ms. Lenka Hovorka
Assistant City Manager
City of Newark
37101 Newark Blvd,
Newark, CA 94560

RE: Interim IT Management

Dear Ms. Hovorka:

ClientFirst appreciates the opportunity to present our proposal for Interim IT Management to the City of Newark. We value the confidence you have placed in us.

For this engagement, we propose to assist with management of the IT function, providing positive direction to the IT Team, consistent focus on high priority items, improved communication of project status, oversight for critical projects, and vendor coordination for the duration of this agreement.

Scope of Work

The City has requested that ClientFirst provide information technology management, and advisory expertise to the City and the IT function. Our assistance will relate to the following types of activities:

- Review current IT projects and staff assignments, providing the City with:
  - An updated project portfolio of current and future project needs
  - Detailed schedules for priority projects
  - Team consensus on project priorities, schedules, and due dates
- Function in the role of Interim IT Manager:
  - Communicate with Administration and the Departments on existing and new projects.
  - Guide, supervise, and mentor of IT staff.
  - Prioritize projects and tasks in the best interests of the City.
  - Manage resources, vendors, and provide input on the IT budget.
  - Report on a regular basis to senior management.
  - Expedite issues and other critical items to a rapid, successful conclusion.
  - Coordinate vendor activities and direct projects as necessary.
  - Coordinate project and management communications and provide direction as necessary.
  - Facilitate and participate in monthly IT strategy and management meetings.
  - Conduct project review meetings for critical or high-priority projects.
  - Facilitate and participate in weekly internal IT departmental status meetings.
- In a consultative capacity:
  - Advise and assist with the implementation of IT Best Practices.
  - Assist with the completion of high priority projects on a time and materials basis
  - Assist with the recruitment, hiring of, and transition to a full-time IT Manager.
  - Provide other IT strategy and management assistance as needed.

Under the direction of senior management, ClientFirst will provide such assistance on a time-and-materials basis for approximately six (6) months.

Project Staffing

The project will be staffed by Tom Jakobsen as interim IT Manager. Mr. Jakobsen has served in a similar role with many organizations, providing vision and leadership to the IT function. Mr. Aaron Ayala will serve as Project Manager and will provide direct project oversight and support. Aaron has extensive experience as an interim IT leader for public-agency clients.

Fees

Our standard billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates *Time-and-Materials Special or Ad Hoc Projects*	
Consultant Level	**Hourly Rate**
Administrative Staff	**$ 65**
Consultant	**$ 165**
Network Consultant	**$ 175**
Senior Network Consultant	**$ 175**
Partner/Project Manager	**$ 215**

Proposed Work Plan

Our professional fees are based on the scope and approach outlined in this proposal, including expenses. Our standard billing rates for these types of services are dependent on the levels and skill sets of the consultant(s) assigned to specific aspects of the project. Because the exact duration of this engagement is unknown, ClientFirst will only invoice the City for actual hours expended.

Step	Interim IT Management	Total Hours	Weeks	Hours	Tom J.	Aaron
1	Initial Assessment, Workshops, and Project Schedules	8		8	8	
2	Create project schedules and agreement with Team	16		8	8	8
3	Weekly Team Meetings	104	26	2	52	52
4	Email and Phone Follow-Up (when not on-site)	52	26	2		52
5	Project Related Work	80				80
	Hours	260			68	192
	Rates				$215	$175
	Fees	$48,220				
	Expenses	$1,250				
	Total Investment	**$49,470**				

References

City of South Gate

13831 San Pablo Ave., San Pablo, CA 94806

Jackie Acosta, Director of Administrative Services

Now Finance Director – Union City **510.675.5338**

JackieA@unioncity.org

Hayward Area Recreation and Park District

1099 E St, Hayward, CA 94541

Janelle Cameron, Former Administrative Services Director

Now Assistant City Manager – San Leandro **510.577.3390**

jcameron@sanleandro.org

City of Piedmont

120 Vista Avenue, Piedmont, CA 94611

John O. Tulloch, Assistant City Administrator/City Clerk/IS Manager **510.420.3040**

jtulloch@piedmont.ca.gov

Bios

The following pages detail the experience of the members of this project team.

Tom Jakobsen



Partner – IT Infrastructure and Operations Consulting Practice Leader

Tom Jakobsen has over 30 years of experience in the information technology arena. His interdisciplinary experience has given him a unique understanding of the interrelationship between IT infrastructures and the applications they support. It has also afforded him firsthand experience demonstrating the benefits of project management and system development life cycles for infrastructure-related projects. Mr. Jakobsen's dual roles as a Virtual CIO and Consultant provide clients with a resource of tremendous experience who understands interdepartmental and vendor relationships and their management.

Highlights

- Former National IT Infrastructure Consulting Practice Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Ongoing Contract CIO for multiple agencies
- Former CIO at Frame Relay Corporation
- Interim CIO at AAA Colorado
- Interim CIO at AAA Arizona
- Two-time Interim CIO at Illinois Action for Children
- Managed hundreds of IT consulting projects with dozens of municipalities and local governments

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Mathematics and Economics from University of Iowa
- Member, Project Management Institute, Midwest Chapter
- Member, University of Iowa Graduate College, Advisory Board

SPECIALTIES

- Network Design, Procurement, Implementation, and Oversight
- Cybersecurity
- Disaster Recovery
- IT Operations Management
- Interim CIO/IT Management
- Project Management
- Assessments, Strategy, and Planning

Agency Experience

City of Bloomington
City of Brentwood
City of Burbank
City of Calabasas
City of Camarillo
City of Chino
City of Colton
City of Corona
City of Downey
City of Dublin
City of Foster City
City of Glendora
City of Healdsburg
City of Highland Park
City of Joliet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Menlo Park
City of Mount Airy
City of Murrieta
City of Naperville
City of Oakbrook Terrace
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rockford
City of Rohnert Park
City of Salisbury
City of San Gabriel
City of San Pablo
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South San Francisco
City of St. Charles
City of West Covina
City of West Des Moines
County of Denton
County of Davie
County of Mariposa
County of Mendocino
County of Tuolumne
Town of Danville
Town of Groton
Town of Yucca Valley
Village of Arlington Heights
Village of Bloomingdale
Village of Cary
Village of Glencoe
Village of Homewood
Village of Kenilworth
Village of Libertyville
Village of Lincolnwood
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Ossining
Village of Palos Park
Village of River Forest
Village of Riverside
Batavia USD 101
Butler SD 53
Carpentersville School District
Central CUSD 301
CHSD 230, Orland Park
Colton Joint USD
Community CSD 158
Cucamonga Valley Water District
CUSD 300
CUSD 308, Oswego
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Forest Preserve District of Will County
Geneva CUSD 304
Glenview SD 34
Harlem SD 122
Harrison SD
Hononegah Community HSD 207
Illinois Action for Children
Illinois Municipal Retirement Fund (IMRF)
Indian Prairie CUSD 204
Indianapolis Public Library
J. Sterling Morton HSD 201
Lake Elsinore USD
Lincolnwood Public Library
Mount Prospect SD 57
Naperville CUSD 203
Naperville Park District
Nationwide Trial Division
Norridge Park District
Oak Park Library
Orland Park D230
Oswego Public Library District
Park District of Highland Park
Park Ridge-Niles SD
Riverside SD 96
Romoland SD
Salt Creek SD 48
San Jose Evergreen Community College
San Marino USD
SD U-46, Elgin
St. Charles CUSD 303
Stanislaus Council of Governments
Township HSD 214
University of Chicago
Washington County SD
West Aurora SD 129
West Covina USD
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Jurupa Community Service District
Mesa Water District
Midpeninsula Regional Open Space District
Newhall Co Water District
Ramona Municipal Water District
San Bernardino Municipal Water
Western Municipal Water District
Winfield SD 34

Project Management Institute.

Tom, I've been meaning to thank you for your expertise and guidance... assisting us in moving forward on all fronts.

—City Manager
IL Municipality

Know that I am extremely satisfied with the team we have assembled. It is comforting to have steady hands guiding us into the 21st century!

—City Administrator
CA Municipality

Aaron Ayala

Senior Systems Engineer



Aaron Ayala has over 20 years in Information Technology and more than five years working solely on high-level, local-government projects. Mr. Ayala is an expert in providing IT support, project management, and vendor relations. He is accustomed to high-value, fast-paced, high-pressure roles, with the ability to prioritize multiple tasks, meet deadlines, while providing a superior level of customer service.

Highlights

- Infrastructure Project Manager and Network Design Engineer
- Manages large- and small-scale implementation teams. Examples include:
  - $4.5MM deployment of Cisco and ShoreTel structured cabling, voice and data infrastructure for a municipality with 35 locations
  - $2.5MM deployment of HPE and Mitel voice and data infrastructure for a county with 33 locations
  - IT Implementation project management for Mother Lode Regional Juvenile Detention Center, Tuolumne County, California
  - Data Center Relocation for a mid-sized California city
  - Contract administration for structured cabling system, door access control and data center-related vendor implementations
- Design and procurement of Cisco, HPE, Palo Alto and other major network solutions
- Wireless systems, Networks, Network security, Backup systems, Infrastructure
- Design and procurement of door access control, structured cabling, and video surveillance systems
- Implementation of network management tools, including network monitoring, Active Directory security, and others

Agency Experience

City of Azusa
City of Corona
City of La Puente
City of Laguna Niguel
City of Murrieta
City of Pacific Grove
City of Palm Desert
City of Rancho Cucamonga
City of Rancho Mirage
City of Rialto
City of San Clemente
City of South Gate
City of West Covina
City of Yucca Valley
County of Mendocino
County of Tuolumne Butler SD 53
Castaic Lake Water Agency
Castro Valley Sanitary ACHDS
San Bernardino Municipal Water
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Elgin SD U-46
Geneva Community SD 304
Harlem SD 122
Hononegah SD 207
Huntley SD 158
Indian Prairie CUSD 204
Livermore Area RPD
Naperville CUSD 203
Orland Park D230
Posen-Robbins SD 143.5
Rockford Public Library
St. Charles CUSD
West Aurora SD 129
Wheaton-Warrenville SD 200
Winfield SD 34

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Information Systems, University of Phoenix

SPECIALTIES

- Infrastructure Project Management
- Staff Management
- Vendor Relationships
- Systems Administration
- IT Operations
- IT SOX Compliance

> I appreciate your efforts and the great work done by ClientFirst to date in all areas.
>
> —Chief Financial Officer
> *IL Library*

Peter Graziano

Senior Network Engineer

Peter Graziano specializes in the configuration, installation, and troubleshooting of network infrastructure. His technological experience over 20 years and includes design, specifications, configuration, maintenance, and administration; database administrations; and extensive experience in various departmental, spreadsheet, accounting, and graphics programs.

Mr. Graziano has considerable experience working with Microsoft, Cisco, Citrix, Novell, HP, Aruba, ArcServe, Symantec, IBM, and Dell hardware and software solutions.

Highlights

- Managed/conducted IT infrastructure designs and installations for dozens of public agencies
- Conducted several virtualization projects for hospitals, municipalities, libraries, and special districts
- Designed and implemented redundant systems providing two- to four-hour business continuity solutions
- Implemented VoIP solutions in many environments utilizing most major telecommunications systems
- Industry experience includes work for municipalities, water districts, school districts, medical facilities, and the private sector

Agency Experience

City of Brentwood
City of Corona
City of Dublin
City of La Puente
City of Laguna Niguel
City of Rancho Mirage
City of Redlands
City of Rialto
City of Seal Beach
City of Simi Valley
City of Bloomington
City of Lake Forest
City of West Des Moines
County of Orange
Eastern Band of Cherokee Indians
Town of Danville
Town of Southern Pines
Town of Truckee
Village of Libertyville
Village of Lincolnwood
Village of Northfield
Village of Oswego
Village of Westmont
Indianapolis Public Libraries
School District 129 West Aurora
School District 158 Algonquin
School District 230 Orland Park
School District 308 Oswego
School District 46 Elgin
School District 57 Mount Prospect
School District 64 Park Ridge-Niles
School District 96 Riverside

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Fine Arts from Syracuse University
- Microsoft Certified Professional
- Training as a Microsoft Certified Systems Engineer
- Citrix Certified Administrator
- A+ Security Certified

SPECIALTIES

- Network Design, Configuration, and Support
- IT Infrastructure Design, Procurement, Implementation, and Oversight
- IT Security
- IT Operations

Microsoft Certified Professional

CompTIA A+ CERTIFIED

CITRIX professional Certified Administrator

Keith Culp

Systems Engineer



Keith Culp is a versatile IT professional with over 12 years of experience in IT system support and administration across a broad spectrum of infrastructure environments and client types. He handles project management and product support to provide our clients with efficient and secure IT environments. Keith's analytical, problem-solving, and communication skills, combined with his years of experience, formal training, and professional certifications make him a valuable resource for our clients' needs.

Highlights

- Experienced in network design, firewall configuration, multifactor authentication, server design and implementation, and much more
- Project Management: Application Implementations, Hardware Upgrades, Infrastructure Build-Outs, and Office Relocations
- Hardware/software installation, maintenance, and upgrades
- Backup Design and Implementation, including Backups to Cloud
- Disaster Recovery Planning, Testing, and Maintenance
- Exchange server, Office 365, archiving solutions and Document Management
- IT Assessments and Strategic Planning
- Cybersecurity framework implementation and management
- On-site training and user-friendly documentation
- Help Desk support

Agency Experience

City of Norco
City of Pacific Grove
Norridge Park District
Northbrook Public Library
Salt Creek School District
Village of Barrington Hills
Village of Lake Barrington
Village of Lincolnwood
Village of Northfield
Village of Park Forest
Village of River Forest
Village of Riverside
Village of South Barrington
Media Financial Management Association

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Network Operations and Security from Western Governors University
- CompTIA A+
- Network +
- Security +
- Project +
- CCNA Routing & Switching

SPECIALTY AREAS

- Project Management
- Design and Specifications
- Documentation Specialist
- Office Relocations
- Disaster Recovery Planning
- Application Implementations

CompTIA A+ CERTIFIED

> **Keith, I just wanted to thank you again for working on the WatchGuard project. The installation went smoothly, and you set everything up perfectly. Thanks again.**
>
> —Sergeant
> *IL Police Department*

Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,000 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in California. ClientFirst is a national firm, with practices located in California, Illinois, Texas, and North Carolina.



Corona, CA



Schaumburg, IL



San Antonio, TX



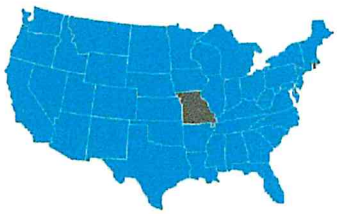
Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

True Independence

ClientFirst believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".


CIOReview

The Navigator for Enterprise Solutions

20 Most Promising Government Technology Solution Providers

ClientFirst Technology Consulting

Bringing Innovation, Optimization, and Measurement to Local Government

Government agencies are striving for greater accountability and responsiveness by providing citizens more information and self-service, thereby garnering the confidence that their government is performing its best

National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.

Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

CLIENTFIRST Integrated Technology Solutions Groups

IT SERVICES & OPERATIONS
- Technical Services
- Help Desk
- Managed Services

IT INFRASTRUCTURE
- Networking
- Servers
- Data Centers
- Disaster Recovery
- Security

MANAGEMENT CONSULTING
- Technology Planning
- IT Assessments
- Process Improvements
- Contract Negotiations
- Project Management
- Technology Governance

APPLICATIONS CONSULTING
- Business Process Review
- Software Selection
- Implementation Assistance

ECMS
(Enterprise Content Management)
- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

GIS
- Assessment & Planning
- Design
- Data Management
- Development
- Mapping

TELECOM
- Bill Audits
- Strategic Planning
- VoIP
- Design
- RFP/Procurements
- Carrier Services
- Call Centers

STRUCTURED CABLING
- Assessment and Certification
- CADD Design & Layout
- Vendor Selection
- Project Management
- Documentation

Integrated Technology Services

IT Services and Operations

IT Technical and Managed Services

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring

IT Staffing/Augmentation

- IT Staffing Needs Assessment and Operational Reviews
- Interim IT Management
- Supplemental IT Management Staffing

IT Infrastructure

Networking and Servers

- Assessment, Design, and Installation
- Replication and Redundancy Strategies
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

Disaster Recovery

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site and Recovery Services Evaluation
- Storage Area Networking
- Backup Strategies and Design

Cybersecurity

- Assessment and Planning
- Applications and Hardware Security
- Cybersecurity Review
- Security Policy and Control Development
- Intrusion Testing
- Workshops and Training
- Compliance: NIST, NCCoE, PCI, CJIS, NEA/FERC

Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design

Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

Applications Consulting

Business Process Review

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specifications, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Reviews
- System Selection and Contract Negotiations

ECMS

- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

> ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.
>
> — IT Director
> *CA Municipality*

IT Operations / Technical Services Experience

- Technical Services
- 24/7 On-Call
- PC Break-Fix Services
- Routers and Switches
- Server Installation, Configuration and Troubleshooting
- On-Site or Remote Services
- Network Troubleshooting and Configuration
- Security Systems Support
- Managed Services
- Network Management
- Event Monitoring
- Patch Management
- Inventory Management
- Licensing Management
- Software Distribution
- Remote Network and Desktop Monitoring

Telecom Experience

- Systems Evaluation and Assessments
- Telecommunications System Management
- Voice and Data Cable Infrastructure Design and Engineering
- LAN/WAN Assessments, Design, Procurement, and Implementation
- VoIP (Voice-over-Internet Protocol) Readiness Reviews and Assessments
- Telecom Billing Audits and Cost Reviews
- Strategic IT and Telecommunications Planning
- Systems Design and Alternative Analysis
- Business Continuation Planning and Disaster Recovery Planning
- Call Center Planning and Operational Design
- Competitive System and Vendor Selection
- Project Management and Implementation

Department Area Experience

- Council
- Administration
- Building and Safety
- City Clerk
- Finance
- Fire
- Library
- Utility Billing
- Customer Service/Call Centers
- Payroll
- Human Resources
- Planning
- Police
- Purchasing
- Public Works
- Parks and Recreation
- Engineering
- Geographic Information System (GIS)
- Water
- Waste Water
- Sanitation
- Field Operations
- Laboratories
- Environmental Services
- Facilities
- Treatment Plants
- Fleet Management
- Engineering
- Warehousing
- SCADA
- Information Systems

Application Area Experience

- General Ledger
- Budgeting
- Project Accounting
- Grant Accounting
- Cash Receipts
- Purchasing and Receiving
- Bids Management
- Contract Management
- Accounts Payable
- Fixed Assets
- Loans
- Special Assessments
- Financial Reporting
- Business Licensing
- Applicant Tracking
- Human Resources
- Employee Self-Service
- Benefits Tracking
- Time and Attendance
- Payroll
- CIS and Utility Billing
- Customer Service / Call Centers
- Backflow
- Service Orders
- Work Orders / Preventative Maintenance
- Inventory and Fleet Management
- Planning, Permitting, Inspection and Code Enforcement
- Land/Parcel/Address Management
- Computer-Aided Dispatch (CAD)
- Records Management
- Mobile Computing
- Citizen Request Management (CRM)
- Geographic Information System (GIS)
- Adjudication
- Citation Management
- Database Management

Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:



California
City of Albany
City of Azusa
City of Big Bear Lake
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Camarillo
City of Carlsbad
City of Chico
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Downey
City of Dublin
City of Escondido
City of Foster City
City of Glendora
City of Healdsburg
City of Hemet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Larkspur
City of Lathrop
City of Lomita
City of Menlo Park
City of Mission Viejo
City of Montclair
City of Murrieta
City of Pacifica
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Rohnert Park
City of Rosemead
City of Sacramento
City of San Clemente
City of San Gabriel
City of San Jacinto
City of San Pablo
City of San Rafael
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South Pasadena
City of South San Francisco
City of Tustin
City of Upland
City of Vacaville
City of West Covina
County of Butte
County of Mariposa
County of Mendocino
County of Riverside
County of San Bernardino
County of Tuolumne
County of Yolo
Town of Danville
Town of Hillsborough
Town of Truckee
Town of Yucca Valley
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Cucamonga Valley Water District
Glendale Water and Power
Hayward Area Recreation and Park District
Irvine Unified School District
Jurupa Community Services District
Livermore Area Recreation and Park District
Midpeninsula Regional Open Space District
Newhall County Water District
Piedmont Police and Fire
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
San Bernardino Municipal Water
San Mateo Fire District
San Marino Unified School District
Southern California Coastal Water Research
Sweetwater Authority
Walnut Valley Water District
West County Waste Water District
Western Municipal Water District
Colton Joint Unified School District
Irvine Unified School District
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Mountain View School District
Romoland School District
West Covina Unified School District
Ohlone Community College
San Jose Community College
University of California Berkeley
University of California San Francisco
UCSF Medical Center
Stanislaus Council of Governments
Mechoopda Indian Tribe

Alabama
City of Pelham

Arizona
County of Maricopa

Connecticut
City of Bristol
City of New Haven
Groton Police and Communications Dispatch
Town of Groton

Florida
City of Cape Coral
City of Deerfield Beach
City of Dunedin
City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie
City of Riviera Beach

Idaho
City of Sandpoint

Illinois
City of Bloomington
City of Champaign
City of Countryside
City of Crystal Lake
City of Highland Park
City of Joliet
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rockford
City of Rock Island
City of St. Charles
City of Waukegan
City of Wood Dale
County of DuPage County
County of Peoria County
County of Sangamon County
County of Winnebago County
Village of Arlington Heights
Village of Cary
Village of Glencoe
Village of Kenilworth
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Matteson
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Oswego
Village of Palos Park
Village of River Forest
Village of Riverside
Village of Westmont
Village of Wheeling
DuPage County Health Dept.
Batavia Public School District
Central Community Unit School District 301
Champaign County Forest Preserve District
Civitas Schools
Community High School District 99
Community Unit High School District 205
Community Unit School District 300
Community Unit School District 308
Consolidated High School District 230
Consolidated School District
Gower School District
Hampton School District 29
Harlem School District 122
Harrison School District 36
Harvard Community Unit School District
Harvey School District 152
Hinsdale Township High School District 86
Indian Prairie Community Unit School District 204
J. Sterling Morton High School District 201
Lake Zurich Community Unit School District 95
Mount Prospect School District 57
Naperville Community Unit School District 203
Naperville Park District
Norridge Park District
Oswego School District 308
Pace Suburban Bus Division
Park Ridge Schools
Port Byron Central School District
Posen-Robbins SD 143.5
Prospect Heights School District
Riverside Public School District 96
Rockford Public Library
Rock River Water Reclamation District
Sherrard Community Schools
St. Charles School District
Sunset Ridge School District
Township High School District 214
Wheaton-Warrenville School District 200
Winnetka Public Schools District 36
Lake Forest College
Lincolnwood Public Library
Oak Park Library
Oswego Library District
Park District of Highland Park

Indiana
The University of Notre Dame
Indianapolis Public Library
Indianapolis Public Schools

Iowa
City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hampton
City of West Des Moines
County of Johnson
County of Linn
State of Iowa
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Cedar Falls Utilities

Kansas
City of Shawnee

Michigan
University of Michigan
Lake Superior State University

Minnesota
County of Anoka

Nevada
County of Nye
Town of Pahrump

New York
City of Batavia
Village of Ossining

North Carolina
City of Burlington
City of Gastonia
City of High Point
City of Kinston
City of Mount Airy
City of Salisbury
Arc of Stanley County
County of Buncombe
County of Cabarrus
County of Davie
County of Orange
St. Augustine College
Wake Forest University
Eastern Band of Cherokee Indians
Salisbury Rowan Utilities

Ohio
County of Cuyahoga
County of Montgomery

South Dakota
Rapid City Area Schools

Texas
City of Dallas
City of Pflugerville
City of University Park
County of Collier
County of Denton
Corpus Christi Fire
Highland Park Police and Fire
International Bank of Commerce
River Oaks Country Club
State Bank of Texas
University of Texas Health Science Center
Westwood Country Club

Utah
Washington County School District

Virginia
Commonwealth of Virginia
City of Manassas Park

Wisconsin
City of Appleton
City of Brookfield
City of Eau Claire
City of Wauwatosa
City of West Allis
County of Brown
County of Kenosha
County of Milwaukee
County of Waukesha
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District

Technical Certifications

ClientFirst consultants collectively possess an extensive portfolio of certifications, revealing their commitment to ongoing professional training and ensuring that our clients have access to the latest information in the field.



Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. Before a seeking public agency can piggyback any contract, the seeking agency must first obtain ClientFirst's written approval.

If you have any questions, feel free to contact me at 847.598.03459 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of Newark.

Sincerely,

Tom Jakobsen
Partner
IT Infrastructure and Operations Practice Leader

STAFF REPORT

Item D. 8.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a Resolution authorizing the City Manager to execute the Second Amendment to the Consulting Services Agreement with Robert Half International, Inc. to provide technical temporary information technology support

SUMMARY AND RECOMMENDATION

Robert Half International, Inc. provides information technology temporary support to the City and the Information Technology (IT) Department. The existing Consulting Services Agreement (CSA) and the First Amendment are fulfilled, and additional funds are needed to extend their services.

Staff recommends that the City Council, by resolution, approve the Second Amendment to the CSA with Robert Half International, Inc., to provide temporary IT services.

BACKGROUND

The City has relied on professional consultants to provide services and experience that city staff are unable to provide, such as technical information technology services. In June 2021, the City entered into a Consulting Services Agreement (CSA) with Robert Half International, Inc. in the amount of $47,000.00 to provide temporary technology support. In March 2021, the City amended the CSA to increase the not-to-exceed compensation by $120,000.00. Recruiting efforts for the newly formed IT Department are in progress with anticipated onboarding and training to complete in January 2023.

DISCUSSION/ANALYSIS

The IT Department is responsible for maintaining all City technology systems, including support of all employees' computers and phones; software implementation, updates and patches; network administration; police communications; and ensuring online City services remain available. Robert Half International, Inc. has been providing temporary technical support to help fulfill these responsibilities since June 2021.

The need for temporary support to provide the City with the necessary technical professional services in filling the gaps for the four vacancies in the IT Department will continue until qualified individuals are recruited, onboarded and trained, which is estimated to extend through January 2023. Recruitment efforts to fill the vacancies in the newly formed IT Department are in progress.

The estimated cost for temporary IT support through January 2023 is estimated to not exceed $120,000.00 and includes all levels of technical professional support, including 24/7 response for public safety purposes.

Staff recommends that the City amend the existing CSA to increase the "not-to-exceed" amount by an additional $120,000.00 for an amended not-to-exceed total of $287,700.00. This increase can be accommodated with an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for the fiscal year 2023.

FISCAL IMPACT

There is sufficient funding in the 2022-2024 Biennial Budget in fiscal year 2023 for the second amendment increase of $120,000.00. The agreements and amendments were prepared in accordance with the City's Purchasing Rules and Regulations.

REVIEW AND APPROVAL

Prepared by - Ed Miranda, Information Technology Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution - Robert Half Second Amendment

Robert Half Original Agreement

Robert Half First Amendment

Robert Half Second Amendment

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE TEMPORARY STAFFING SUPPORT

WHEREAS, on June 14, 2021 the City executed Consulting Services Agreement No. C21054 (the "Agreement") with Robert Half International, Inc. (the "Consultant") to provide temporary staffing support services; and

WHEREAS, on March 1, 2022 the Parties amended the Agreement to increase the not-to-exceed compensation to One Hundred Sixty-Seven Thousand Seven Hundred Dollars ($167,700.00); and

WHEREAS, Section 8.3 of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement effective October 13, 2022; and

WHEREAS, the City finds that the services are required to maintain the City's technology systems and desires to amend the Agreement to provide additional funding for additional temporary staffing support to be provided by the Consultant.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute the second amendment to the Consulting Services Agreement with Robert Half International, Inc., in a form approved by the City Attorney, to provide temporary staffing support in an additional amount not-to-exceed $120,000.00 for a total not-to-exceed amount of $287,700.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, in a form approved by the City Attorney, that are within the total not-to-exceed amount of $287,700.00.

C21054

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF NEWARK
AND
ROBERT HALF INTERNATIONAL INC.
FOR TEMPORARY STAFFING SUPPORT**

This Agreement for consulting services is made by and between the City of Newark, a municipal corporation, ("City") and Robert Half International Inc., doing business through its division Robert Half Technology, a Delaware with offices located at 1850 Gateway Drive, Suite 200, San Mateo, CA 94404, ("Consultant"), (together referred to as the "Parties") as of June 14, 2021 (the "Effective Date").

Section 1. **Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on March 14, 2022, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The City's right to terminate the Agreement, as referenced in Section 8, shall not be affected.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign qualified personnel ("Assigned Individual") to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. Consultant guarantees City's satisfaction with Consultant's Assigned Individual's services by extending to City an eight (8) hour guarantee period. If, for any reason, City is dissatisfied with the Assigned Individual assigned to City, Consultant will not charge for the first eight (8) hours worked, provided Consultant is allowed to replace the Assigned Individual. Unless City contacts Consultant before the end of the guarantee period, City agrees that Consultant's Assigned Individual is satisfactory for purposes of this guarantee.

City agrees to hold in confidence the Assigned Individual's resume, social security number and other legally protected personal information (unless disclosure is required pursuant to the California Public Records Act (Gov. Code Section 6250 et seq.), and City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

1.4 **Time is of the Essence.** Intentionally deleted.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Forty-seven Thousand Seven Hundred Dollars, ($47,700), including reimbursable costs incurred under this Agreement ("Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement,

Consultant may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Consultant continued to provide services after the Not-to-Exceed Amount was reached). Hourly rates for all assignments will be agreed on a case-by-case basis. Assigned Individual will present a time sheet or an electronic time record to City for verification and approval at the end of each week. In the event of a conflict between this Agreement and any other documents regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant will bill City weekly for the total hours worked; Consultant's invoices are thirty (30) days of receipt, including applicable sales and service taxes all of which are payable by City. Client's approval of the Assigned Individual's timesheet will indicate its acceptance of the terms provided in Consultant's letter confirming the engagement of that Assigned Individual. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder.

2.2 Payment. City shall make payments, based on invoices received and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. Intentionally deleted.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Rate/Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the Not-to-Exceed Amount. Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), Consultant shall be compensated on a time and materials basis only.

2.6 Reimbursable Expenses. Intentionally deleted.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. Intentionally deleted.

2.10. Business License. The Consultant will apply for a business license from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, City shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

COVERAGE	TYPE OF INSURANCE	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence; Bodily Injury and Property Damage $2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per claim $2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim

4.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Newark, its City Council, and all City officers, agents, employees, and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. Certificates of Insurance: Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage herein is in effect.

f. Subcontractors: Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

4.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. Deductibles and Self-Insured Retentions. Intentionally deleted.

c. Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. Waiver of Subrogation. Except for Professional Liability/Errors & Omissions, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4 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:

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless City and its officers, officials, employees, and agents (collectively "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent arising out of or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except Consultant shall have no duty of indemnification or defense for such Liability caused by the negligence or willful misconduct of Indemnitees.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the

Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City (collectively "Payments"), except Consultant shall no duty of indemnification or defense for such Payments caused by the negligence or willful misconduct of the City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. 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.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement. Nothing in this Agreement shall obligate any Robert Half International Inc. branch, other than the Robert Half Technology division of Robert Half International Inc.'s San Mateo, CA branch, to provide the services pursuant to this Agreement. Notwithstanding the foregoing, Robert Half International Inc. shall be responsible for any liability or claim arising out of Consultant's performance of services under the terms of this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to Contractor in connection with the performance of the work hereunder.

7.3 **Other Governmental Regulations.** Intentionally deleted.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice its respective professions. 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 that are legally required to practice its respective professions.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not

subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant obtains by City pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared by the City pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all City data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement. This audit provision shall not apply to confidential information, including but not limited to, Consultant's Assigned Individual 's personnel files or the remuneration paid by Consultant to its Assigned Individual s and subcontractors, unless required by law.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant will endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant hereunder. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to directly solicit any employees of City to leave employment. This section shall not prohibit Consultant from hiring or representing employees of City who come to Consultant through indirect means.

10.9 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as Assistant City Manager Lenka Hovorka ("Contract

Administrator"). All correspondence, meeting documentation, and legal notice shall be directed to or through the Contract Administrator.

10.10 Notices. Any written notice to Consultant shall be sent to:

Robert Half International Inc.
Attention: Client Contracts Department
2613 Camino Ramon
San Ramon, CA 94583-9128

All other written notices to City shall be sent to:

Lenka Hovorka
Assistant City Manager
City of Newark
37101 Newark Blvd.
Newark, CA 94560

10.12 Professional Seal. [Intentionally Omitted]

10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B, represents the entire and integrated agreement between City and Consultant with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter herein.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF NEWARK

DAVID BENOUN
CITY MANAGER

Robert Half International Inc. EOE

Megan Slabinski

MEGAN SLABINSKI
DISTRICT PRESIDENT

ATTEST:

Sheila Harrington

SHEILA HARRINGTON, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
INTERIM CITY ATTORNEY

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The Parties have executed this Agreement as of the Effective Date.

CITY OF NEWARK

DAVID BENOUN
CITY MANAGER

Robert Half International Inc. EOE

MEGAN SLABINSKI
DISTRICT PRESIDENT

ATTEST:

SHEILA HARRINGTON, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
INTERIM CITY ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

Provide temporary staffing services

City shall provide direction regarding tasks for Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual ; (vii) to operate machinery (other than office machines) or automotive equipment.

Since Consultant is not a professional accounting firm, City agrees that City will not permit or require Assigned Individual (a) to render an opinion on behalf of Consultant or on City's behalf regarding financial statements; (b) to sign the name of Consultant on any document; or (c) to sign their own names on financial statements or tax returns.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on City's premises.

City may request that Consultant permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Consultant's laptop and/or other computer or telecommunications equipment (the "Equipment"). City acknowledges and agrees that Consultant shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, City must not permit Assigned Individual to save or store any of City's files or other data on the Computer Systems provided by Consultant (including, but not limited to, any virtual desktop infrastructure solution). City agrees that Consultant shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

If City requires Consultant to perform background checks or other placement screenings of Assigned Individual s, City agrees to notify Consultant prior to the start of services under this Agreement. Consultant will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Consultant's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

EXHIBIT B

COMPENSATION SCHEDULE

Assigned Individual: Patrick Concepcion
Bill Rate: $62.00/hour
Start Date: June 14, 2021
Estimated End Date: October 31, 2021

Hourly rates for all assignments will be agreed on a case-by-case basis.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

In the event City wishes to convert any of Consultant's Assigned Individuals, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual 's annual salary for the position that the Assigned Individual is being converted to pursuant to the following conversion schedule:

Hours Billed and paid:	**Conversion Rate:**
0-240 hours	25%
241-480 hours	20%
481-720 hours	15%
721-960 hours	10%
961+ hours	No Fee

City agrees to pay a conversion fee if Consultant's Assigned Individual is hired by the City, on a full-time basis within three months after the last day of the assignment. In no event will the conversion fee exceed $10,000 per individual.

Consultant may charge City a fee for the provision of equipment or technology, if City requests that Assigned Individual use equipment or technology provided by Consultant. Consultant may also increase Consultant's rates to reflect increases in Consultant's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. Consultant will provide written notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date Consultant specifies.

3859747.1

RESOLUTION NO. 11,322

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE TEMPORARY STAFFING SUPPORT

WHEREAS, the Parties executed Consulting Services Agreement C21054 (the "Agreement") to perform the services generally including: temporary staffing support; and

WHEREAS, Section 8.3 of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to extend and amend the Agreement effective March 1, 2022; and

WHEREAS, the City finds the services are required to maintain the City's technology systems and desires to amend the Agreement to provide additional funding for additional temporary staffing support to be provided by the Consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute an amendment, in a form approved by the City Attorney, to the Consulting Services Agreement with Robert Half International Inc. to provide temporary staffing support in an additional amount not to exceed $120,000.00 for a total not to exceed amount of $167,700.00.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on March 10, 2022, by Council Member Collazo who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Bucci, Collazo, and Vice Mayor Hannon
NOES:	None
ABSENT:	Mayor Nagy and Council Member Freitas
SECONDED:	Council Member Bucci

APPROVED:

s/MICHAEL K. HANNON
Vice Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
Interim City Attorney

SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND ROBERT HALF INTERNATIONAL, INC. FOR TEMPORARY STAFFING SUPPORT

This Second Amendment to the Consulting Services Agreement between the City of Newark, a municipal corporation, ("City") and Robert Half International, Inc., doing business through its division Robert Half Technology, a Delaware company with offices located at 1850 Gateway Drive, Suite 200, San Mateo, CA 94404, ("Consultant"), (together referred to as the "Parties") as of October 13, 2022.

RECITALS

WHEREAS, the Parties executed a Consulting Services Agreement C21054 (the "Agreement") to perform the services generally including: temporary staffing support; and

WHEREAS, Section 8.2 of the Agreement allows the Parties to extend the end date of the Agreement provided any such extension is in writing signed by the Parties; and

WHEREAS, Section 8.3 of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to extend and amend the Agreement effective October 13, 2022; and

WHEREAS, the Parties desire to add additional temporary staffing services; and

WHEREAS, the Agreement provides a not-to-exceed compensation of Forty-Seven Thousand Seven Hundred Dollars ($47,700.00); and

WHEREAS, the First Amendment to the Agreement increased the total cost of additional services by an additional One Hundred Twenty Thousand Dollars ($120,000.00); and

WHEREAS, the Parties desire to amend the Agreement to provide for an additional not-to-exceed amount of One Hundred Twenty Thousand Dollars ($120,000.00).

WHEREAS, the total cost of the Agreement, as amended by the First Amendment and the proposed Second Amendment would be for not-to-exceed Two Hundred Eighty-Seven Thousand Seven Hundred Dollars ($287,700).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 2. "Not to Exceed" Compensation, of the Agreement, as previously amended by the First Amendment, is amended to increase the combined total of compensation and costs payable under the Agreement by One Hundred Twenty Thousand Dollars ($120,000.00) from One Hundred Sixty-Seven Thousand Seven Hundred Dollars ($167,700.00) to Two Hundred Eighty-Seven Thousand Seven Hundred Dollars ($287,700.00).

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

CITY OF NEWARK

DAVID BENOUN
CITY MANAGER

ATTEST:

SHEILA HARRINGTON, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

Robert Half International Inc. **EOE**

MEGAN SLABINSKI
DISTRICT PRESIDENT

STAFF REPORT

Item F. 1.

DATE	10/13/2022
TO	Honorable Mayor and City Council Members
FROM	Matthew Farrell, Chief Building Official
SUBJECT	Introduction of an Ordinance to repeal and replace certain chapters of Title 15 of the Newark Municipal Code in order to adopt by reference, with modification to address unique local conditions, the 2022 California Building Standards Code; adoption of a Resolution approving findings regarding the need for local amendments to provisions in the California Building Standards Code as adopted by the State of California; and setting a public hearing date of November 10, 2022 for adoption of the Ordinance

SUMMARY AND RECOMMENDATION

The California Building Standard Commission has adopted the 2022 California Building Standards Code which includes various building construction codes that will become effective in all California jurisdictions on January 1, 2023. The California Health and Safety Code requires local jurisdictions to adopt the building standards contained in the uniform statewide codes, but allows modification of the codes to reflect local conditions. The City previously adopted its current building codes by incorporating and modifying the 2019 California Building Standards Code.

Staff recommends that the City Council take the following action:

1. Introduce and conduct a first reading, by title only, of an Ordinance repealing and replacing Chapters 15.02, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.20, 15.21, 15.22 and 15.23 of Title 15 "Buildings and Construction" of the Newark Municipal Code in order to adopt by reference, with modifications to address unique local conditions, the 2022 editions of the California Administrative Code, the California Building Code, the California Residential Code, the California Mechanical Code, the California Electrical Code, the California Plumbing Code, the California Fire Code, the California Referenced Standards Code, the California Historical Building Code, the California Existing Building Code, the California Energy Code, and the California Green Building Standards Code, collectively the 2022 California Building Standards Code;
2. Adoption of a Resolution approving findings regarding the need for local amendments to provisions in the California Building Standards Code as adopted by the State of California, in the California Code of Regulations, Title 24, to be adopted by reference in the Newark Municipal Code;
3. Setting a public hearing date of November 10, 2022, by motion, for adoption of the 2022 California Building Standards Code.

BACKGROUND

The State of California, through the California Building Standards Commission has adopted new editions of existing building construction codes under a new Title 24 of the California Code of Regulations, referred to collectively as the 2022 California Building Standards Code (CBSC). This process typically takes place every three years and new codes will become effective January 1, 2023. The City previously incorporated and modified the 2019 CBSC which is currently in use. The sections included in the 2022 CBSC are the California Administrative Code, the California Building Code, the California Residential Code, the California Mechanical Code, the California Electrical Code, the California Plumbing Code, the California Fire Code, the California Reference Standards Code, the California Historical Building Code, the California Energy Code, the California Existing Building Code, and the California Green Building Standards Code.

As required by state law, applications for a building permit made after December 31, 2022 will be subject to the new codes. Section 17922 of the California Health and Safety Code requires local agencies to adopt the building standards contained in the 2022 CBSC. Under Section 17958.7 of the California Health and Safety Code, local jurisdictions have the opportunity to make limited amendments to the new state codes provided the local jurisdiction makes appropriate findings such modifications are reasonably necessary because of local climatic, geological or topographical conditions.

DISCUSSION/ANALYSIS

Currently, Title 15 "Buildings and Construction" Article I "Building Regulations" of the Newark Municipal Code (NMC) includes the building standards contained in the 2019 edition of the CBSC. Staff is recommending a repeal and replacement of certain chapters of Title 15, Article I, in order to adopt, by reference, with modifications to appropriately address unique local conditions, the 2022 edition of the CBSC.

Staff is recommending technical changes to the Building, Residential, Plumbing, Electrical, Mechanical, and Fire codes. There are no technical changes recommended to the Administrative, Reference Standards, Historical Building, Energy, Existing Building, and Green Building Standards codes. Many of the proposed technical changes were incorporated into the NMC in previous code cycles and/or as clarification for safety measures added to certain code sections. A significant portion of the recommended local amendments relate to language location changes. These amendments will allow the City to carry forward the same standards currently in use. Some of the other proposed changes merely accommodate new numbering systems.

The proposed modifications to the 2022 CBSC with the recommended repeal and replacement of Title 15, Article I are summarized as follows:

Chapter 15.02 - California Administrative Code

There are no proposed changes to the California Administrative Code.

Chapter 15.08 - California Building Code

Sections 402.5, 404.3, 407.6, 410.6, 903.2 903.2.1, 903.2.1.2, 903.2.2, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.10, and 903.2.22 Automatic Fire Sprinkler Systems.
These various code sections should be modified to provide consistency with the City's fire sprinkler and alarm ordinance.
Section 501.1, Site Addressing.
This modification should be made to provide consistency with other sections of the current NMC.
15.08.042 Licensed professional.
The modification should be continued from prior local code adoptions to preserve minimum safety standards.

Chapter 15.09 - California Residential Code

Section R301.1.3.2.1, Engineering Required.
This recommended modification is a continuation of existing NMC standards added in previous code cycles. The California Residential Code allows the Building Official to require drawings for dwellings taller than two stories be designed by a licensed professional. The recommended NMC change is to increase the standard to include dwellings taller than one story. This is the standard the City has been using for many years.
Section R313, Automatic Fire Sprinkler Systems.
This recommended modification is also a continuation of existing NMC standards added in previous code cycles. The California Residential Code requires automatic fire sprinkler systems in all new one and two family dwellings and townhouses. For one and two family dwellings and townhomes, the code language is proposed to change in order to match fire code requirements for existing structures.
Section R328.8, R328.8.1, and R328.8.3. Protection from Impact for ESS (Energy Storage Systems). These code sections are proposed to be modified to clarify the safety intent as needed to prevent damage to the equipment which could result in house fires.
Chapter 10, Wood Burning Fireplaces.
R1000 section was added to complement existing Bay Area wide prohibition on new wood burning fireplaces. No change to previous ordinance.
Appendix K, Sound Transmission.
This proposed section modification is a carryover from the previous ordinance.

Chapter 15.10 - California Mechanical Code

15.10.030, Connection of Natural Gas Utilities.
This proposed section is provided in the previous ordinance as a modification and gives the Building Official options to assist developers in obtaining utility connections.

Chapter 15.12 - California Electrical Code

15.12.090, Temporary Connection of Electrical Utilities.
This proposed section is also in the previous ordinance as a modification to give the Building Official options to assist developers in obtaining utility connections.
15.12.120, Building Official Authority.
This proposed section is provided in the previous ordinance and gives the Building Official authority to disconnect an electrical service if conditions are unsafe. In practice this authority has not been exercised in the last two decades.
15.12.190, Electrical Service Connections.
This proposed section clarifies standards that are not well described in the California Electrical Code and does not change the modifications provided in the previous ordinance.

Chapter 15.16 - California Plumbing Code

Sections 412.3, Privacy in Public Multiple Accommodation Toilet Rooms.
This item is a continuation of existing NMC standards added in previous code cycles. It is generally understood that persons using water closets or urinals in multiple accommodation toilet rooms should be afforded some degree of privacy. The current California Plumbing Code and California Building Code do not specifically address this issue. Some designers have in the past proposed designing multiple accommodation toilet rooms without privacy partitions around water closets or placing urinals in full view of persons outside the toilet room.
Section 422.2 Dealing with separate toilet facilities.
This proposed section modification would clarify how one would establish the total number of plumbing fixtures required when all the facilities would be single-use such as gender-neutral or family-assisted facility.
Section 612 Dealing with residential fire sprinkler systems.
This proposed section modification would also continue a current requirement in the NMC. The plumbing code provides a number of exceptions for requiring the connection of waste lines to a public sanitary sewer system. One of the exceptions allows for private septic systems, which in Newark would be unacceptable. The change would prohibit septic systems. All waste lines must connect to Union Sanitary District sanitary sewer system mains. There are no proposed language changes from the previous NMC ordinance.
Section 1101.12, Roof Drainage.
This proposed modification would prohibit, if practical, direct connection of roof drains to storm drains, which complements current requirements in the City's Stormwater Management and Discharge Control Ordinance and associated stormwater permit issued by the Regional Water Quality Control Board. There are no proposed changes from the previous ordinance.

Chapter 15.17 - California Fire Code

Section 15.17.010, California Fire Code adopted by reference.
A number of individual sections are proposed to supplement individual sections not adopted by the State Fire Marshal, but desired by the Alameda County Fire

Department.

Chapter 2, Definitions.

Four definitions are proposed to be added, amended, and/or relocated to better clarify terms used by the Alameda County Fire Department. There are no significant changes from the previously adopted ordinance.

Chapter 9, Fire Protection, Alarms, and Detection Systems.

This chapter relates to the City's fire sprinkler, fire alarm, and fire detection standards which are more restrictive than State codes. These are proposed to be modified for consistency with building code and fire department language.

Section 5614, Safe and Sane Fireworks.

This item is a continuation of existing NMC standards added in previous code cycles. Because of a major change to the California Fire Code it was appropriate to reformat the City's fireworks ordinance. The City's safe and sane fireworks ordinance would remain unchanged except for minor editing and numbering changes. There are no recommended technical changes.

Appendix D, Fire Department Access.

Appendix D has been a part of the ordinance for several code cycles. The Fire Department is recommending adopting the appendix without modifications.

Chapter 15.17.190, Permit Fees.

This chapter should be eliminated because fees are covered in other parts of the ordinance.

Chapter 15.17.200, Violation deemed infraction.

This chapter should be eliminated because this subject is covered in other parts of the ordinance.

Chapter 15.18 - California Referenced Standards Code

There are no proposed changes to the California Referenced Standards Code.

Chapter 15.20 - California Historical Building Code

There are no proposed changes to the California Historical Building Code.

Chapter 15.21 - California Existing Building Code

There are no proposed changes to the California Existing Building Code.

Chapter 15.22 - California Energy Code

There are no proposed changes to the California Energy Code.

Chapter 15.23 - California Green Building Standards Code

There are no proposed changes to the California Green Building Standards Code.

The findings associated with these recommended modifications for local climate, geologic and topographical conditions in accordance with California Health Code Section 17958.7 are included in the proposed resolution.

FISCAL IMPACT

There is no direct fiscal impact as a result of adopting the 2022 CBSC. The City's costs related to implementation of the 2022 CBSC would be recovered through the building permit fees in the current Master Fee Schedule.

REVIEW AND APPROVAL

Prepared by - Matthew Farrell, Chief Building Official
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Ordinance

Resolution

Exhibit A - Resolution

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK REPEALING AND REPLACING CHAPTERS 15.02, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.20, 15.21, 15.22, AND 15.23 OF TITLE 15 "BUILDINGS AND CONSTRUCTION" OF THE NEWARK MUNICIPAL CODE IN ORDER TO ADOPT BY REFERENCE, WITH MODIFICATIONS TO ADDRESS UNIQUE LOCAL CONDITIONS, THE 2022 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA REFERENCED STANDARDS CODE, THE CALIFORNIA HISTORICAL BUILDING CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA ENERGY CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE.

WHEREAS, the California Building Standards Commission has adopted a new Title 24 of the California Code of Regulations, also referred to as the 2022 California Building Standards Code, that will become effective statewide on January 1, 2023; and

WHEREAS, currently Title 15 "Buildings and Construction" Article I "Building Regulations" of the City of Newark Municipal Code adopted the building standards contained in the 2019 versions of the California Building Code, the California Residential Code, the California Fire Code, the California Green Building Standards Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code, California Administrative Code, as such Codes are approved by the State Building Standards Commission (collectively, the "California Building Standards Code"); and

WHEREAS, the updated California Building Standards Code becomes effective within the City on January 1, 2023, and Title 15 is updated by default to incorporate the California Building Standards Code without local amendments; and

WHEREAS, Section 17922 of the California Health and Safety Code requires local agencies to adopt the building standards contained in the California Building Standards Code; and

WHEREAS, Section 17958.7 of the California Health and Safety Code allows local agencies to enact modifications to those building standards provided that such modifications are reasonably necessary because of local climatic, geological or topographical conditions so long as a local agency adopts such findings; and

WHEREAS, the City adopted findings, by resolution, justifying local modifications based on local climatic, geologic, and topographic conditions; and

WHEREAS, a duly noticed public hearing was advertised as required by Government Code sections 6066 and 65090; and

WHEREAS, the City Council held a public hearing related to this Ordinance on November 10, 2022 and considered the staff report and public testimony received; and

WHEREAS, the City Council finds that no additional environmental review is necessary because this Ordinance is not a project that has the potential to cause substantial or potentially substantial, adverse change in the environment and qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15061 (b) (3), and further, the Ordinance establishes standards for the approval of ministerial projects that are not themselves subject to CEQA review; and

WHEREAS, the City Council finds that the adoption of 2022 Edition of the California Building Standards Code helps protect public health, safety, and welfare.

THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

The forgoing Recitals are true and correct and incorporated herein by this reference.

SECTION 2. Code Revisions.

Chapters 15.02,15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.20, 15.21, 15.22, and 15.23 of Title 15, Buildings and Construction, of the Newark Municipal Code are hereby repealed and replaced in their entirety by the following:

Title 15
BUILDINGS AND CONSTRUCTION

Article:

I. Building Regulations

15.02	California Administrative Code
15.08	California Building Code
15.09	California Residential Code
15.10	California Mechanical Code
15.12	California Electrical Code
15.16	California Plumbing Code
15.17	California Fire Code
15.18	California Referenced Standards Code
15.20	California Historical Building Code
15.21	California Existing Building Code
15.22	California Energy Code
15.23	California Green Building Standards Code

Chapter 15.02

CALIFORNIA ADMINISTRATIVE CODE

Sections

15.02.010 California Administrative Code adopted by reference.

A certain document, entitled "2022 California Administrative Code," Chapters 1 through 13 inclusive, published by the International Code Council and amended and adopted by the state of California as the 2022 edition California Administrative Code, is adopted by reference as the building code of the city pursuant to the provisions of Government Code Section 50020 et seq., state of California.

Chapter 15.08

CALIFORNIA BUILDING CODE

Sections

15.08.010 California Building Code adopted by reference.
15.08.020 Amendments.
15.08.042 Licensed professional.
15.08.060 Drainage disposal.

15.08.010 California Building Code adopted by reference.

A certain document, entitled "2022 California Building Code, Volumes 1 and 2," including Appendix Chapter F relating to rodent proofing, Appendix Chapter I relating to patio covers, published by the International Code Council and amended and adopted by the state of California as the 2022 edition California Building Code, is adopted by reference as the building code of the city pursuant to the provisions of Government Code Section 50020 et seq., state of California, except as modified in this chapter which includes all items adopted by BSC, SFM, HCD1, HCD2, HCD1/AC, and DSA/AC of the adoption matrices.

15.08.020 Amendments.

The construction code adopted by reference in this chapter is amended by the following additions, deletions and amendments thereto set forth in this chapter.

A. Section 402.5 dealing with automatic fire sprinkler systems in malls is amended by deleting the exception.

B. Section 404.3 dealing with automatic fire sprinkler systems in atriums is amended by deleting all exceptions.

C. Section 410.6 dealing with automatic sprinkler systems at stages is amended by deleting all exceptions.

D. Section 501.2, which deals with address identification, by adding; Addressing shall also comply with Chapter 15.06.110 of Newark's Municipal Code.

E. Section 903.2, 903.2.1, 903.2.1.2, 903.2.2, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.10, 903.2.13 are amended to read as follows and 903.2.22 is added to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in locations described in Sections 903.2.1 and 902.2.13.

903.2.1 Group A Occupancies. An automatic sprinkler system shall be installed in all Group A occupancies exceeding 1000 square feet.

903.2.2 Ambulatory care facilities. Every facility as specified herein, regardless of floor area, wherein more than six clients or patients are housed or cared for on a 24-hour per-day-basis or where one or more care recipients are incapable of self-preservations. Shall have installed and maintained in an operable condition throughout the entire building an automatic fire sprinkler system.

903.2.3 Group E Occupancies. An automatic sprinkler system shall be installed in all Group E Occupancies exceeding 1000 square feet.

903.2.4 Group F Occupancies. An automatic sprinkler system shall be installed in all Group F occupancies exceeding 1000 square feet.

903.2.7 Group M Occupancies. An automatic sprinkler system shall be installed in all Group M occupancies greater than 1000 square feet.

903.2.8 Group R Occupancies. An automatic sprinkler system shall be installed in all Group R occupancies.

903.2.9 Group S-1. An automatic sprinkler system shall be installed in all S-1 occupancies exceeding 1000 square feet.

903.2.10 Group S-2. An automatic sprinkler system shall be installed in all S-2 occupancies exceeding 1000 square feet.

903.2.2.22 Group B and U occupancies. An automatic sprinkler system shall be installed in all B and U occupancies exceeding 1000 square feet.

15.08.042 Licensed professional.

While the nature of the work applied for affects the safety of a building or its occupants, design documents shall be prepared by an engineer or architect licensed by the state to practice as such as required by State of California Business and Professions Code Sections 5500 and 6700. In other buildings the Building Official is authorized to require plans, computations, and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such.

Chapter 15.09

CALIFORNIA RESIDENTIAL CODE

Sections

15.09.010 California Residential Code adopted by reference.
15.09.020 Amendments.

15.09.010 California Residential Code adopted by reference.

A certain document, entitled 2022 California Residential Code published by the International Code Council and amended and adopted by the state of California as the 2022 edition California Residential Code, is adopted by reference as the residential code of the city pursuant to the provisions of Government Code Section 50020 et seq., state of California, adopt chapters 1 through 10, chapter 44, and appendix AK except as modified in this chapter including.

15.09.020 Amendments.

The construction code adopted by reference in this chapter is amended by the following additions, deletions and amendments thereto set forth in this chapter.

A. Section R301.1.3.2 is amended by adding the following section;
R301.1.3.2.1 Woodframe structures two stories in height. The building official is authorized to require the structural portions of construction documents to be prepared, stamped and signed by a California licensed architect, civil engineer, or structural engineer for all dwellings with two stories.

B. Section R313 dealing with automatic fire sprinkler systems is amended follows;
a. R313.1 deleting the exception,
b. R313.2 replacing Exception 1 with:

> An automatic sprinkler system shall be required where additions or alterations result in either of the following conditions:
>
> More than 50% of the exterior walls and the roof are being removed or replaced.
>
> Where an addition to a single-family home or townhome results in a square footage exceeding 3600 square feet.

C. Section R328.8 Protection from impact is amended as follows;
R328.8 Protection from impact. ESS installed in a location subject to vehicle damage in accordance with R328.8.1 or R328.8.2 or as declared by the Building Official shall be provided with impact protection in accordance with section R328.8.3.

D. Section R328.8.1 Garages is amended as follows;
a. Deleting the "(See Figure R328.8.1)" reference.
b. Item 1 is replaced with "On the interior face of the back wall and/or located within 36 inches (914 mm) to the left or to the right of the normal driving path."
c. Deleting the exception.

E. Section R328.8.3 Impact protection options, option 2.2 is amended by adding the following; Premanufactured wheel barriers shall be placed 54" in front of the ESS and designed for resisting 2000-lb impact.

F. Chapter 10 dealing with chimneys and fireplaces is amended by adding the following section:

R1000 Prohibited Fireplaces. Open hearth masonry and factory built wood burning fireplaces are prohibited. Prohibition applies to new construction, additions, and existing fireplace replacements.

Chapter 15.10

CALIFORNIA MECHANICAL CODE

Sections:

15.10.010 California Mechanical Code adopted by reference.
15.10.030 Temporary connection of natural gas utilities.

15.10.010 California Mechanical Code adopted by reference.

A certain document entitled, "2022 California Mechanical Code," including Appendix B and C, published by the International Association of Plumbing and Mechanical Officials and amended and adopted by the state of California as the 2022 edition California Mechanical Code, is adopted by reference as the Mechanical Code of the City pursuant to the provisions of Government Code Section 50020 et seq., state of California, except as modified in this chapter.

15.10.030 Temporary connection of natural gas utilities.

The Building Official may authorize temporary connection of natural gas utilities for a construction project prior to final inspection approval and issuance of the Certificate of Occupancy. The request for such connection shall be in writing on a form provided by the City. The request shall include the reason the temporary connection is necessary, the length of time the connection is needed, and a statement, signed by the property owner and tenant of the premises, authorizing the City to disconnect the natural gas utilities if final inspection approval and Certificate of Occupancy have not been issued by the expiration date of the request.

Chapter 15.12

CALIFORNIA ELECTRICAL CODE

Sections:

15.12.010 California Electrical Code adopted by reference.
15.12.090 Temporary connection of electric utilities.
15.12.120 Building official authority.
15.12.190 Connection to installation.

15.12.010 California Electrical Code adopted by reference.

A certain document, entitled "2022 California Electrical Code," published by the National Fire Protection Association amended and adopted by the state of California as the 2022 edition California Electrical Code, is adopted by reference as the electrical code of the city pursuant to the provisions of Government Code Section 50020 et seq., state of California, except as modified in this chapter, including adoption per matrices by BSC, HCD-1, HCD-2, DSA-AC, and entirety of Articles 110, 517, and 550.

15.12.090 Temporary connection of electric utilities.

The building official may authorize temporary connection of electric utilities for a construction project prior to final inspection approval and issuance of the certificate of occupancy. If required by the Building Official the request for such connection shall be in writing. The request shall include the reason the temporary connection is necessary, the length of time the connection is needed and a statement, signed by the property owner, tenant of the premises, or contractor, authorizing the city to disconnect the electric utilities if final inspection approval and certificate of occupancy have not been issued by the expiration date of the request.

15.12.120 Building official authority.

A. The building official is authorized to disconnect or order discontinuance of electrical service to any electric wiring, devices, appliances or equipment found to be in violation of this chapter under any of the following conditions:
1. Failure of the owner or his agent to secure the required electrical permit;
2. Hazardous electrical work found to be dangerous to life or property due to defective wiring, devices, appliances or equipment;
3. Electrical work connected to service without the approval of the building official.
B. Any order issued pursuant to this section may be made either to the person using and maintaining the condition or to the person responsible for its use and maintenance and shall specify the date or time for compliance with its terms.

15.12.190 Connection to installation.

A. It is unlawful for any person, firm or corporation to make connection from a source of electrical energy or to supply electric service to any electric wiring, devices, appliances or equipment for the installation of which a permit is required, unless such person, firm or corporation has obtained a certificate of approval issued by the building official.

B. It is unlawful for any person, firm or corporation to make connections from a source of electrical energy or to supply electric service to any electric wiring, devices, appliances or equipment which has been disconnected or ordered to be disconnected by the building official or the use of which has been ordered by the building official to be discontinued until a certificate of approval has been issued by authorizing the reconnection and use of such wiring, devices, appliances or equipment. The building official shall notify the serving utility of the order to discontinue use.

C. When electrical service to a commercial occupancy or place of employment is de-energized for any reason, approval of the building official must be secured by the serving utility prior to re-energizing of said service. “Commercial occupancy” or “place of employment,” for the purposes of this chapter, shall include dwellings used as model homes and/or tract offices.

D. Any order issued pursuant to this section shall be in writing and shall be made to the person, firm or corporation using and maintaining the condition or to the person, firm or corporation responsible for its use and maintenance, and to the utility company providing the service. Delivery of the order shall be accomplished upon deposit in the United States mail or written notice directed to the person, firm or corporation using, maintaining or responsible for the use and maintenance of the condition at the last known address of the person, firm or corporation. Failure to comply with the order of the building official, as set out above, is a misdemeanor subject to the penalties as set out in Chapter 15.28 of this title.

Chapter 15.16

CALIFORNIA PLUMBING CODE

Sections:

15.16.010 California Plumbing Code adopted by reference.
15.16.020 Amendments.

15.16.010 California Plumbing Code adopted by reference.

A certain document entitled, "2022 California Plumbing Code," including all Appendix Chapters published by the International Association of Plumbing and Mechanical Officials and adopted by the state of California as the 2022 edition California Plumbing Code, is adopted by reference as the Plumbing Code of the City pursuant to the provisions of Government Code Section 50020 et seq., state of California, except as modified in this chapter.

15.16.020 Amendments.

The California Plumbing Code adopted by reference in this chapter is amended by the following additions, deletions and amendments thereto set forth in this chapter.

A. Section 412.3 Added stating, In public multiple accommodation toilet rooms urinals shall be located so the urinal and the person using the urinal can not be viewed from outside the toilet room.

B. Section 422.2 dealing with separate toilet facilities is amended by adding the following.
422.2.3 Single Use, Family or Assisted-Use , and Gender Neutral/All-Gender. The total count for single use facilities shall be calculated as the full occupant load counted as females in the use/occupancy of the space per table 422.1.

C. Section 612 dealing with residential fire sprinkler systems is amended to read: Refer to Chapter 15.09 of the Newark Municipal Code.

D. Section 1101.12 dealing with roof drains is amended by adding the following:
1101.12.3 Roof Drainage Discharge. Roof drainage shall discharge to an approved location by the City Engineer.

Chapter 15.17

CALIFORNIA FIRE CODE

Sections

15.17.010 California Fire Code adopted by reference.
15.17.020 Amendments.

15.17.010 California Fire Code adopted by reference.

A certain document, entitled "2022 California Fire Code" including Sections 104, 113, 311.2, 503, Appendix Chapter D relating to fire apparatus access roads, published by the International Code Council and amended and adopted by the state of California as the 2022 edition California Fire Code, is adopted by reference as the fire code of the city pursuant to the provisions of Government Code Section 50020 et seq., state of California, except as modified in this chapter.

15.17.020 Amendments.

A. Section 104.6 Official Records is amended by replacing it in its entirety with the following:

The fire department shall keep a record of fires occurring within the City of Newark and of facts concerning the same, including statistics as the extent of such fires and the damage caused thereby.

The City of Newark shall keep the records of approvals, inspections, permits, and alternative means.

B. Chapter 2, Definitions is amended by adding the following definitions:

Fire Department. The City of Newark Fire Department or a duly authorized fire department as contracted by the City of Newark.

Alarm User. An alarm user means any person of whose premises an alarm system is maintained within the City.

C. Chapter 2, Definitions is amended by replacing the following definitions:

False Alarm. A false alarm means the activation of an alarm system through mechanical failure, malfunction, improper installation, maintenance or operation or the negligence of

the owner, lessee, or their employees or agents. Such terminology does not include, for example, alarm activation caused by earthquakes, violent storms, power fluctuations, or other violent uncontrollable acts or nature.

Fire Code Official. The Fire Code official shall be appointed by the Fire Chief of the jurisdiction.

D. Section 903.2, 903.2.1, 903.2.1.2, 903.2.2, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.10, 903.2.13 are amended to read as follows and 903.2.22 is added to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in locations described in Sections 903.2.1 and 902.2.13.

903.2.1 Group A Occupancies. An automatic sprinkler system shall be installed in all Group A occupancies exceeding 1000 square feet.

903.2.2 Ambulatory care facilities. Every facility as specified herein, regardless of floor area, wherein more than six clients or patients are housed or cared for on a 24-hour per-day-basis or where one or more care recipients are incapable of self-preservations. Shall have installed and maintained in an operable condition throughout the entire building an automatic fire sprinkler system.

903.2.3 Group E Occupancies. An automatic sprinkler system shall be installed in all Group E Occupancies exceeding 1000 square feet.

903.2.4 Group F Occupancies. An automatic sprinkler system shall be installed in all Group F occupancies exceeding 1000 square feet.

903.2.7 Group M Occupancies. An automatic sprinkler system shall be installed in all Group M occupancies greater than 1000 square feet.

903.2.8 Group R Occupancies. An automatic sprinkler system shall be installed in all Group R occupancies.

903.2.9 Group S-1. An automatic sprinkler system shall be installed in all S-1 occupancies exceeding 1000 square feet.

903.2.10 Group S-2. An automatic sprinkler system shall be installed in all S-2 occupancies exceeding 1000 square feet.

903.2.2.22 Group B and U occupancies. An automatic sprinkler system shall be installed in all B and U occupancies exceeding 1000 square feet.

E. Section 903.6 dealing with the requirement for fire sprinkler systems in existing buildings and structures is amended by replacing subsection 903.6 in its entirety with the following:

903.6 Where Required. An automatic sprinkler system shall be provided in existing buildings and structures when required by Chapter 11, another section of this code, or when one of the following conditions exists:

More than 50% of the exterior walls and the roof are being removed or replaced.

Where the occupancy of an existing building changes to include H, I, L, S-1, or S-2.

Where an addition to a single-family home or townhome results is a square footage exceeding 3600 square feet.

F. Section 907 Fire Alarm and Detection Systems is amended by adding the following:

907.11 False Alarms

907.11.1 Malfunctions of any sprinkler alarm, or other fire protection or emergency alarm system resulting in an alarm and emergency dispatch of the Fire Department will be subject to a "false alarm" fee as established by resolution of the City Council.

907.11.2 During the thirty days following any new alarm installation, the Fire Code Official shall determine if the false alarms emanating from such new installation are excessive.

907.11.3 After the initial thirty day period following a new alarm installation, more than three false alarms within a calendar year are excessive and will be charged as false alarms.

G. Section 914.2.1 dealing with automatic fire sprinkler system in malls is amended by deleting the exception.

H. Section 914.4.1 dealing with automatic fire sprinkler systems in atriums is amended by deleting all exceptions.

I. Section 914.6.1 dealing with automatic fire sprinkler systems at stages is deleted.

J. Chapter 56 is amended by adding Section 5614 as follows.

5614 Fireworks

5614.1 Definitions. For the purpose of this Chapter the phrases "fireworks," "dangerous fireworks," and "safe and sane fireworks" shall have the meanings ascribed to them in Sections 12511, 12505, and 12529 of the Health and Safety Code of the state of California.

5614.2 Storage of safe and sane fireworks:

5614.2.1 Safe and sane fireworks in excess of five pounds shall not be stored at any one location in the City of Newark.

EXCEPTIONS:

1. A maximum of one day's sales supplies of safe and sane fireworks, per stand, may be stored in a safe and sane fireworks stand for which a permit has been issued, or in a tamper resistant metal container approved by the Fire Code Official, pursuant to this Article.

2. If the stand closes at any time, the safe and sane fireworks, in excess of five pounds, may be stored in the booth with an adult guard, 18 years or older on the premises at all times.

3. Safe and sane fireworks stands shall not be located in areas zoned residential or General Industrial.

4. The City Community Development Director shall determine that the locations of the safe and sane fireworks stands do not have unsightly, undesirable, or obnoxious qualities that are not harmonious with, or are not properly related to their sites, surroundings and traffic circulation in the vicinity, or which would not meet the specific intent of the Zoning Code.

5614.3 Prohibition

5614.3.1 The manufacture, sale, or discharge of safe and sane fireworks within the jurisdictional area is prohibited except under special permits as are required by local and state regulations.

EXCEPTIONS

1. A permit is not required for the discharge of safe and sane fireworks as described in Section 12529 of the Health and Safety Code.

2. Nothing in this section shall be construed to prohibit the discharge of safe and sane fireworks by railroads or other transportation agencies for signal purposes of illumination, or discharge of blank cartridges for a show or theater, or for use by military organizations.

5614.4 Sale of safe and sane fireworks

5614.4.1 Annual permit required: any organization desiring to sell or to offer for sale safe and sane fireworks shall annually make application to the Fire Code Official for a permit to sell safe and sane fireworks.

5614.4.2 Application for Permit:

1. Shall be made in writing at the office of the Fire Marshal of the City of Newark, accompanied by the permit fee.

2. Shall be made during regular office hours, between the fifteenth day of April and the fifteenth day of May of each year.
3. Shall set forth the proposed location of the safe and sane fireworks stand applied for.

4. Shall be accompanied by an assurance that if the permit is issued to the applicant, applicant shall, at the time of receipt of such permit, deliver to the Fire Code Official a general liability insurance policy or endorsement adding or specifying the City, its officers, employees, and volunteers as "insureds" and within the scope and limits as set by the Fire Chief.

5614.5 Annual Permit. An annual permit shall only be issued to any organization meeting the following requirements:

5614.5.1 Nonprofit organization organized primarily for veteran, patriotic, welfare, youth activity, civic betterment, or charitable purpose within the City of Newark.

5614.5.2 The organization shall have its principal place of business and permanent meeting place within the City limits of the City of Newark.

5614.5.3 The organization shall have been organized for a minimum of one (1) year continuously preceding the filing of the application for the permit.

5614.5.4 The organization shall have at least twenty (20) regular and active participants, volunteers, or members with a minimum of fifty percent (50%) of those regular and active participants, volunteers, or members being bona fide residents of the City of Newark. For purposes of this section, a "member" need not be a "member" as defined by California Corporations Code Section 5056.

5614.5.5 The organization shall obtain a business license from the City of Newark.

5614.6 Operation of Stand

5614.6.1 No person other than the permittee organization shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

5614.6.2 No person other than individuals who are members, regular and active participants, volunteers, or other persons supportive of the activities of the permittee organizations, or a spouse or adult child of such a person, shall sell or otherwise participate in the sale of safe and sane fireworks at such stand.

5614.6.3 No person shall be paid any money or other consideration for selling or otherwise participating in the sale of safe and sane fireworks at such stand.

5614.6.4 All retail sales of safe and sane fireworks shall be permitted only from within a temporary safe and sane fireworks stand. The sale from any other building or structure is hereby prohibited.

5614.7 Temporary Safe and Sane fireworks Stands

5614.7.1 No safe and sane fireworks stand shall be located within 25 feet of another building or within 100 feet of any flammable liquid or gas storage or dispensing unit.

5614.7.2 All safe and sane fireworks stands shall be erected in a manner approved by the Fire Marshal in order to reasonably ensure the safety of attendants and patrons.

5614.7.3 No stand shall have a floor area in excess of 300 square feet.

5614.7.4 Each stand shall have at least two remote exits three feet in width and not less than six feet eight inches in height. All doors shall swing out.

5614.7.5 Each stand shall be provided with two 2-A rated fire extinguishers bearing a valid inspection tag and in good working order. Extinguishers shall be easily accessible for use in case of fire.

5614.7.6 “No smoking” signs shall be conspicuously posted at the stand.

5614.7.7 Merchandise shall be displayed in such a manner that it cannot be handled by patrons reaching over the selling counter or through other openings in the stand.

5614.7.8 All electrical wiring will require a permit from the City Building Inspection Division prior to any installation.

5614.7.9 Decorative material, canvas tops, screening, etc., shall be flame retardant or rendered to the satisfaction of the Fire Code Official.

5614.7.10 All weeds and combustible material shall be cleared from within a 25 foot minimum area surrounding the stand.

5614.7.11 Each stand shall be located only at those locations in compliance with the City Zoning Ordinance.

5614.7.12 A maximum of one day’s sales supplies of safe and sane fireworks, per stand, may be stored in a safe and sane fireworks stand for which a permit has been issued, or in a tamper resistant metal container approved by the Fire Code Official, pursuant to this Chapter.

5614.7.13 If the stand closes at any time, the safe and sane fireworks, in excess of five pounds, may be stored in the booth with an adult guard, 18 years or older on the premises at all times.

5614.7.14 Safe and sane fireworks stands shall not be located in areas zoned residential or General Industrial.

5614.7.15 The Fire Code Official shall determine that the locations of the safe and sane fireworks stands do not have unsightly, undesirable, or obnoxious qualities that are not harmonious with, or are not properly related to their sites, surroundings and traffic circulation in the vicinity, or which would not meet the specific intent of the Zoning Code.

5614.8 General Requirements

5614.8.1 The sale of safe and sane fireworks shall be from 12:00 noon to 9:00 p.m. on the 28th day of June and 8:00 a.m. to 9:00 p.m. June 29 through July 4. The use of safe and sane fireworks shall be from midnight June 30 to midnight July 4.

5614.8.2 All unsold stock and accompanying litter shall be removed from the location by 12 Noon on the sixth day of July.

5614.8.3 The safe and sane fireworks stand shall be removed from the location by the twelfth of July.

5614.8.4 The sale of safe and sane fireworks shall not be made to any person or persons under the age of 18.

5614.8.5 Prior to the sale, in the event that a prospective purchaser appears or would appear to a reasonable person to be under the age of thirty (30), the permittee shall require the prospective purchaser to show proof of age by displaying a motor vehicle operator's license, a registration certificate issued by the Federal Selective Service Act, an identification card issued to a member of the Armed Forces, or a similar document bearing the picture or likeness of the purchaser. Any permittee that sells safe and sane fireworks to any person under the age of 18 or, in the event that a prospective purchaser appears or would appear to a reasonable person to be under the age of thirty (30), fails to require the prospective purchaser to show proof of age as required herein, shall be guilty of an infraction. Pursuant to Title 7 of the Newark Municipal Code, an Administrative Citation may be issued for the violation. Each sale to any person under the age of 18 shall be deemed a separate violation. In addition the sale of safe and sane fireworks to any person under the age of 18 is declared a public nuisance subject to abatement pursuant to Title 7 of this Code subjecting the permittee to administrative penalties up to $1,000 per day per violation to a maximum of $100,000, and to recovery of all costs of abatement and enforcement as provided in Title 7.

5614.8.6 In addition to the foregoing, in the event of multiple violations or other evidence of a course of conduct in conscious or reckless disregard of the requirements of this section,

the permittee may be deemed ineligible for a safe and sane fireworks booth permit in subsequent years. The Fire Code Official shall make the decision of ineligibility. The permittee may appeal that decision by requesting an administrative hearing to be held by the City Manager's designated Hearing Officer. The hearing shall be conducted pursuant to the rules of procedure set forth in Chapter 7.22 of the Newark Municipal Code. The Hearing Officer's decision shall be the final decision of the City of

5614.9 Fireworks Display

5614.9.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6 Fireworks.

5614.9.2 Scope. Fireworks and temporary storage, use, and handling of pyrotechnic special effects material used in motion pictures, television, and theatrical and group entertainment productions shall be in accordance with California Code of Regulations, Title 19, Division 1, Chapter 6 Fireworks.

5614.9.3 Permits Required. The permittee shall furnish a general liability insurance policy of endorsement adding the City, its officers, employees, and volunteers as "insureds" and within the scope and limits as set by the Community Development Director. Said policy is to cover payments for all damages, which may be caused to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, his agents, employees, or subcontractors.

5614.9.4 Fireworks other than safe and sane fireworks prohibited.

Except as provided in this section, it is unlawful for any person, corporation, or entity to possess, store, offer for sale, expose for sale, sell at retail or wholesale, use, discharge, or explode any fireworks except "safe and sane fireworks" as described in Section 12529 of the Health and Safety Code. Violation of this section is punishable as an infraction.

Chapter 15.18

CALIFORNIA REFERENCED STANDARDS CODE

Sections:

15.18.010 California Referenced Standards Code adopted by reference.

A certain document entitled, ”2022 California Referenced Standards Code,” published by the International Code Council is adopted by reference pursuant to the provisions of Government Code Section 50020 et seq., state of California.

Chapter 15.20

CALIFORNIA HISTORICAL BUILDING CODE

Section:

15.20.010 California Historical Building Code adopted by reference.

A certain document entitled, "2022 California Historical Building Code," published by the International Code Council and amended and adopted by the state of California as the 2022 edition of the California Historical Code, is adopted by reference as the historical building code of the city pursuant to the provisions of Government Code Section 50020 et seq., state of California.

Chapter 15.21

CALIFORNIA EXISTING BUILDING CODE

Sections:

15.21.010 California Existing Building Code adopted by reference.
15.21.020 Amendments

15.21.010 California Existing Building Code adopted by reference.

A certain document entitled, "2022 California Existin Building Code," including Appendix Chapter A1, relating to unreinforced masonry buildings, Appendix Chapter A3, relating to anchorage of wood framed residential buildings, and Appendix Chapter A4, relating to risk reduction in soft story wood framed buildings Appendix Chapter A5, relating to the building standards, published by the International Code Council and amended and adopted by the state of California is adopted by reference pursuant to the provisions of Government Code Section 50020 et seq., state of California.

15.21.020 Amendments

The existing building code adopted by reference in this chapter is amended by any reference in the code language referencing sections of the "International Building Code" is replaced to be the "California Building Code", as adopted in chapter 15.08 of Newark's Municipal Code.

Chapter 15.22

CALIFORNIA ENERGY CODE

Section:

15.22.010 California Energy Code adopted by reference.

A certain document entitled, "2022 California Energy Code," published and adopted by the state of California is adopted by reference pursuant to the provisions of Government Code Section 50020 et seq., state of California.

Chapter 15.23

CALIFORNIA GREEN BUILDING STANDARDS CODE

Sections

15.23.010 California Green Building Standards Code adopted by reference.

A certain document, entitled "2022 California Green Building Standards Code", published and adopted by the state of California, is adopted by reference pursuant to the provisions of Government Code Section 50020 et seq., state of California. Including all matrices BSC-CG, HCD-1, HCD-2, and CEC.

SECTION 3. References To Prior Uniform Building and Construction Codes.

Unless superseded and expressly repealed, references in City forms, documents, and regulations to chapters and sections of the prior adopted Uniform Building Codes shall be construed to apply to the corresponding provisions contained in the chapters and sections of Title 15 of the Newark Municipal Code adopted by this Ordinance and all other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 5. Adoption.

This Ordinance shall take effect on the later of thirty (30) days after passage or on January 1, 2023, and shall within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING FINDINGS REGARDING THE NEED FOR LOCAL AMENDMENTS TO PROVISIONS IN THE CALIFORNIA BUILDING STANDARDS CODE AS ADOPTED BY THE STATE OF CALIFORNIA, IN THE CALIFORNIA CODE OF REGULATIONS, TITLE 24, TO BE ADOPTED BY REFERENCE IN THE NEWARK MUNICIPAL CODE

WHEREAS, Health and Safety Code Section 18938 makes provisions published in the California Building Standards Code pursuant to Health and Safety Code Section 17922 applicable to all occupancies throughout the State and effective one hundred and eighty days after publication by the California Building Standards Commission (the "Commission"), or at a later date established by the Commission; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for the City to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit the City to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require the City, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, under Health and Safety Code Section 17958.7, changes pursuant to Health and Safety Code Section 17958.5 may not become effective until the required findings, and the changes, have been filed with the California Building Standards Commission; and

WHEREAS, Government Code Section 50022.2 permits enactment of City Ordinances that adopt codes or statutes, including codes of the State of California, by reference; and

WHEREAS, notice of this Ordinance was published in accordance with Government Code Sections 50022.3 and 6066; and

WHEREAS, the City Council of the City of Newark intends to adopt an Ordinance adopting by reference provisions of the California Building Standards Code, with local amendments; and

WHEREAS, the City Council has reviewed the reasons for proposed changes to the California Building Standards Code set forth in Exhibit A, attached hereto and hereinafter incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby declares and finds that the local amendments to the provisions of the California Building Standards Code set forth in Exhibit A are reasonably necessary because of local climatic, geologic, or topographical conditions in accordance with Health and Safety Code Section 17958.7 as further set forth in Exhibit A.

BE IT FURTHER RESOLVED that a copy of this Resolution, including Exhibit A, shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7.

EXHIBIT A

STATEMENT OF FINDINGS
LOCAL AMENDMENTS TO 2022 CALIFORNIA BUILDING STANDARDS CODE
CITY OF NEWARK
October 13, 2022

GENERAL FINDINGS

The City Council of the City of Newark makes the following general findings regarding local climatic, geologic, and topographical conditions, which the City Council finds necessitates the local modifications to the California Building Standards Code set forth below:

1. **Local Climatic Conditions.** Local climatic conditions include a low amount of average yearly rainfall, an average of 14 inches, which tends to be concentrated from October through April. From May through September, a dry period occurs where daily temperatures remain high and there is little measurable precipitation. In addition, the local climate frequently includes high winds which sweep across the City from San Francisco Bay. As a result of the high summer temperatures, average load demand and peak load demand of energy used in Newark and surrounding areas are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts").

   As a result of the low precipitation, the area is subject to occasional drought. In developed areas of the City, fires can occur in buildings, rubbish, automobiles, and grass fires on vacant lots. In the undeveloped areas of the City, there is a risk of large brush and grass fires. If a fire occurs in either a developed or undeveloped area of the City, the local dry conditions combined with high winds, creates the risk of a potential fire storm. In addition, some local residential development is occurring in previously undeveloped areas adjacent to potential wildfire hazard areas. These new developments increase the chance of fire while simultaneously being located further from fire stations, delaying critical response times. This potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

2. **Local Geologic Conditions.** Local geologic conditions include a risk of earthquake. The City of Newark is directly impacted by earthquakes from the Hayward Fault and is subjected to fault activity from the San Andreas and Calaveras faults, among others. The largest recorded earthquakes in the Newark area occurred during a sequence of earthquakes in January and February 1980. They reached magnitudes that ranged between 5.5 and 5.9 on the Richter scale. In August 1989 a trembler was recorded with a magnitude in excess of 5.0 on the Richter scale. These potential earthquakes influence fire protection planning in several ways. First, a major seismic event would create a citywide demand on fire protection service that would be beyond response capability of the Fire Department without sprinklerization. This potential problem could be mitigated by requiring the initial fire control be provided throughout the City by the installation of automatic fire sprinkler protection systems. Structural damage to overpasses connecting cities of various areas will seriously delay emergency vehicle access through the City. At present the City is not able to reach all existing areas within five minutes or less due to traffic congestion during peak hours. Fire Station #28

is blocked by railroad tracks leaving the Newark Boulevard overpass as the only way to get through in the event trains are on the track. Based on the following general findings, the amendments herein contained providing a modified standard for fire extinguishing systems are necessary to serve the public interest by reducing risk of life and property of the citizens of the City of Newark.

In the event of an earthquake, damage to structures can be expected. In residential and commercial areas, this could include significant damage or collapse of buildings. Secondary impacts could include ruptured electric or gas connections and/or breaks in water distribution lines. The potential for a major seismic event would create a Citywide demand for emergency response and fire protection service which would exceed staff response capacity. This potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

To provide modified standards to better serve the public interest by reducing the risk to life and property of the citizens of the City of Newark resulting from the local conditions identified herein. The following are additional findings applicable to multiple code sections:

A. Nationwide and local experience and records have proven that early warning and detection and built-in fire protection are essential in saving lives and reducing property loss from fire.

B. There are fire problems reflected in the records of the Fire Department.

C. The growth patterns of the City indicate a high level of need for protection.

D. There are limitations of Fire Department manpower and equipment.

E. Legislative economic restraints adversely affect the ability of the Fire Department to greatly expand its manpower and equipment.

F. Early detection, warning, and built-in fire protection will greatly assist the Fire Department in saving lives and property.

3. **Local Topographical Conditions.** The City of Newark is generally very flat with no substantial hills or extensive elevation changes. The City is traversed by railroad tracks across the major arterials: Thornton Avenue, Central Avenue, Jarvis Avenue, Cedar Boulevard, Cherry Street, and Sycamore Street. Entrance to the City is limited by the 880 overpass and the traffic coming from Highway 84, the Dumbarton Bridge. This configuration effectively divides the City in such a manner that a major accident on any one of these streets at any one time will prevent access to fire service within a reasonable response time. Present response time is sometimes in excess of five minutes due to traffic conditions. Traffic throughout the City is channeled into several major thoroughfares that must ultimately cross railroad tracks

and freeways by means of bridges and overpasses, creating a significant barrier to fire and emergency equipment responding in less than five minutes. In the event of an accident or other emergency at one of the key points of intersection between a highway and the railroad tracks or a freeway entrance to the City, the City could be isolated and the response time would be sufficiently slowed so as to increase the risk of substantial injury or damage

Based on the local climatic, geologic, and topographical conditions outlined above, there is a real risk that emergency response could be significantly delayed in the event of an accident or emergency. Therefore, it is necessary to address this problem through the requirement of additional mitigation measures to: (a) prevent the chance of accident or injury by requiring standards more stringent than required by the current codes; and (b) require additional built-in automatic fire protection systems which will provide for early detection and initial fire control.

SPECIFIC FINDINGS

The City Council of the City of Newark makes the following specific findings, which, in addition to the general findings regarding local climatic, geologic, and topographical conditions set forth above, the City Council finds necessitate the local modifications to the
California Building Standards Code set forth below:

Chapter 15.02 - California Administrative Code

No local amendments.

Chapter 15.08 - California Building Code

Sections 402.5, 404.3, 407.6, 410.6, 903.2 903.2.1, 903.2.1.2, 903.2.2, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.10, and 903.2.22 Automatic Fire Sprinkler Systems.
These various code sections should be modified to provide consistency with the City's fire sprinkler and alarm ordinance.
Section 501.1, Site Addressing.
This modification should be made to provide consistency with other sections of the current NMC.
15.08.042 Licensed professional.
The modification should be continued from prior local code adoptions to preserve minimum safety standards.

Findings for Chapter 15.08 amendments: Reference is made to General Findings 1, 2 and 3.

Chapter 15.09 - California Residential Code

Section R301.1.3.2.1, Engineering Required.
This recommended modification is a continuation of existing NMC standards added in previous code cycles. The California Residential Code allows the Building Official to require drawings for dwellings taller than two stories be designed by a licensed professional. The recommended NMC change is to increase the standard to include dwellings taller than one story. This is the standard the City has been using for many years.
Section R313, Automatic Fire Sprinkler Systems.
This recommended modification is also a continuation of existing NMC standards added in previous code cycles. The California Residential Code requires automatic
fire sprinkler systems in all new one and two family dwellings and townhouses. For one and two family dwellings and townhomes, the code language is proposed to change in order to match fire code requirements for existing structures.
Section R328.8, R328.8.1, and R328.8.3. Protection from Impact for ESS (Energy Storage Systems). These code sections are proposed to be modified to clarify the safety intent as needed to prevent damage to the equipment which could result in house fires.
Chapter 10, Wood Burning Fireplaces.
R1000 section was added to complement existing Bay Area wide prohibition on new wood burning fireplaces. No change to previous ordinance.
Appendix K, Sound Transmission.
This proposed section modification is a carryover from the previous ordinance.

Findings for Chapter 15.09 amendments: Reference is made to General Findings 1, 2 and 3.

Chapter 15.10 - California Mechanical Code

15.10.030, Connection of Natural Gas Utilities.
This proposed section is provided in the previous ordinance as a modification and gives the Building Official options to assist developers in obtaining utility connections.

Findings for Chapter 15.10 amendments: Reference is made to General Findings 1, 2 and 3.

Chapter 15.12 - California Electrical Code

15.12.090, Temporary Connection of Electrical Utilities.
This proposed section is also in the previous ordinance as a modification to give the Building Official options to assist developers in obtaining utility connections.
15.12.120, Building Official Authority.

This proposed section is provided in the previous ordinance and gives the Building Official authority to disconnect an electrical service if conditions are unsafe. In practice this authority has not been exercised in the last two decades.

15.12.190, Electrical Service Connections.

This proposed section clarifies standards that are not well described in the California Electrical Code and does not change the modifications provided in the previous ordinance.

Findings for Chapter 15.12 amendments: Reference is made to General Findings 1, 2 and 3.

Chapter 15.16 - California Plumbing Code

Sections 412.3, Privacy in Public Multiple Accommodation Toilet Rooms.

This item is a continuation of existing NMC standards added in previous code cycles. It is generally understood that persons using water closets or urinals in multiple accommodation toilet rooms should be afforded some degree of privacy. The current California Plumbing Code and California Building Code do not specifically address this issue. Some designers have in the past proposed designing multiple accommodation toilet rooms without privacy partitions around water closets or placing urinals in full view of persons outside the toilet room.

Section 422.2 Dealing with separate toilet facilities.

This proposed section modification would clarify how one would establish the total number of plumbing fixtures required when all the facilities would be single-use such as gender-neutral or family-assisted facility.

Section 612 Dealing with residential fire sprinkler systems.

This proposed section modification would also continue a current requirement in the NMC. The plumbing code provides a number of exceptions for requiring the connection of waste lines to a public sanitary sewer system. One of the exceptions allows for private septic systems, which in Newark would be unacceptable. The change would prohibit septic systems. All waste lines must connect to Union Sanitary District sanitary sewer system mains. There are no proposed language changes from the previous NMC ordinance.

Section 1101.12, Roof Drainage.

This proposed modification would prohibit, if practical, direct connection of roof drains to storm drains, which complements current requirements in the City's Stormwater Management and Discharge Control Ordinance and associated stormwater permit issued by the Regional Water Quality Control Board. There are no proposed changes from the previous ordinance.

Findings for Chapter 15.16 amendments: Reference is made to General Findings 1, 2 and 3.

Chapter 15.17 – California Fire Code

Section 15.17.010, California Fire Code adopted by reference.
A number of individual sections are proposed to supplement individual sections not adopted by the State Fire Marshal, but desired by the Alameda County Fire Department.
Chapter 2, Definitions.
Four definitions are proposed to be added, amended, and/or relocated to better clarify terms used by the Alameda County Fire Department. There are no significant changes from the previously adopted ordinance.
Chapter 9, Fire Protection, Alarms, and Detection Systems.
This chapter relates to the City's fire sprinkler, fire alarm, and fire detection standards which are more restrictive than State codes. These are proposed to be modified for consistency with building code and fire department language.
Section 5614, Safe and Sane Fireworks.
This item is a continuation of existing NMC standards added in previous code cycles. Because of a major change to the California Fire Code it was appropriate to reformat the City's fireworks ordinance. The City's safe and sane fireworks ordinance would remain unchanged except for minor editing and numbering changes. There are no recommended technical changes.
Appendix D, Fire Department Access.
Appendix D has been a part of the ordinance for several code cycles. The Fire Department is recommending adopting the appendix without modifications.
Chapter 15.17.190, Permit Fees.
This chapter should be eliminated because fees are covered in other parts of the ordinance.
Chapter 15.17.200, Violation deemed infraction.
This chapter should be eliminated because this subject is covered in other parts of the ordinance.

Findings for Chapter 15.17 amendments: Reference is made to General Findings 1, 2 and 3.

Chapter 15.18 - California Referenced Standards Code

No local amendments.

Chapter 15.20 - California Historical Building Code

No local amendments.

Chapter 15.21 - California Existing Building Code

No local amendments

Chapter 15.22 - California Energy Code

No local amendments

Chapter 15.23 - California Green Building Standards Code

No local amendments.