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, March 14, 2024
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

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 February 22, 2024 minutes

3. Adopt a resolution approving the Contractual Services Agreement with ePlus Technology, Inc., for a cybersecurity tool that protects Microsoft 365 data from overexposure and cyber threats

4. Adopt a resolution approving On-Call Environmental Service Contracts with Stantec Consulting Services Inc. and Helix Environmental Planning

5. Adopt a resolution authorizing a legal services agreement with Redwood Public Law LLP for Kristopher J. Kokotaylo to continue serving as City Attorney

6. Mid-year Budget Review and adopt a resolution amending the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Presentation of design concepts for Citywide Parks Signage Program, Project 1272

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. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

MEETING INFORMATION

Members of the public may attend the meeting in person, watch online, or watch on Cable Channel 26. The ability to observe online or Cable Channel 26 is predicated on those technologies being available and functioning without technical difficulties. Should those platforms not be available, or become non-functioning, or should the City Council otherwise encounter technical difficulties that make those platforms unavailable, the City Council will proceed with business in person unless otherwise prohibited by law.

How to view the meeting remotely:
Livestream online at YouTube: https://www.youtube.com/@cityofnewark3077/streams
Copy/paste the YouTube URL into your browser if the link does not automatically open.

Cable Channel 26 - if the meeting does not broadcast live, please contact your service provider and request the City of Newark channel lineup.

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom pursuant to Assembly Bill 2249, then the Webinar ID No. 889 4119 8459 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

How to submit written Public Comment:
Send an email to City Clerk by 3:00 p.m. the day of the meeting. Please identify the agenda item number in the subject line of your email. Emails will be compiled into one file and will be distributed to the City Council before the meeting.

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. No person shall interrupt the 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 at https://www.newark.org/departments/city-manager-s-office/agendas-minutes and will concurrently be made available for public inspection during regular business hours at the David W. Smith City Hall, 37101 Newark Boulevard, Newark CA. 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 D. 1.

DATE	03/14/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 02.08.24
Audited Demands 02.15.24
Audited Demands 02.22.24

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 02/08/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	02/08/2024	10434 Accounts Payable	AFLAC		1,104.30
	Invoice	Date	Description	Check Sort Code	Amount
	641456	02/06/2024	AFLAC - JANUARY 2024 PREMIUMS		1,104.30
Check	02/08/2024	10435 Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE		6,320.04
	Invoice	Date	Description	Check Sort Code	Amount
	231216	12/31/2023	FY23-24 STREET LIGHT MAINTENANCE 12/23		1,272.11
	231217	12/31/2023	FY23-24 STREET LIGHT MAINTENANCE 12/23		5,047.93
Check	02/08/2024	10436 Accounts Payable	CALIFORNIA BUILDING OFFICIALS		550.00
	Invoice	Date	Description	Check Sort Code	Amount
	17136	01/12/2024	ABM FULL PROGRAM REGISTRATION - 1/12/24		550.00
Check	02/08/2024	10437 Accounts Payable	CENTRALSQUARE TECHNOLOGIES, LLC		855.00
	Invoice	Date	Description	Check Sort Code	Amount
	397680	11/28/2023	TRAKIT DEVELOPMENT SERVICES (TIME AND MATERIALS) 11/23		171.00
	399859	12/28/2023	TRAKIT DEVELOPMENT SERVICES (TIME AND MATERIALS) 12/23		684.00
Check	02/08/2024	10438 Accounts Payable	CHILDCARE CAREERS, LLC		1,171.98
	Invoice	Date	Description	Check Sort Code	Amount
	681449	01/26/2024	SUBSTITUTE TEACHER FOR CHILDCARE 01/17-01/19/24		1,171.98
Check	02/08/2024	10439 Accounts Payable	DALE HARDWARE		626.02
	Invoice	Date	Description	Check Sort Code	Amount
	JAN' 24	01/25/2024	DALE SUPPLIES 01/25/2024		626.02
Check	02/08/2024	10440 Accounts Payable	DELTA DENTAL OF CALIFORNIA		16,619.08
	Invoice	Date	Description	Check Sort Code	Amount
	BE005905596	02/06/2024	DELTA DENTAL PPO - FEBRUARY 2024 PREMIUMS		16,619.08
Check	02/08/2024	10441 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		229.28
	Invoice	Date	Description	Check Sort Code	Amount
	BE005903638	02/06/2024	DELTA CARE - FEBRUARY 2024 PREMIUMS		229.28
Check	02/08/2024	10442 Accounts Payable	DUKE DE LEON		165.00
	Invoice	Date	Description	Check Sort Code	Amount
	4180	01/30/2024	BROADCAST AND STREAM CC MEETING JANUARY 2024		165.00
Check	02/08/2024	10443 Accounts Payable	BIKE EAST BAY		2,500.00
	Invoice	Date	Description	Check Sort Code	Amount

	BTWD2024CON		01/31/2024	BIKE TO WHEREVER DAY BRONZE SPONSORSHIP 2023		2,500.00
Check	02/08/2024	10444	Accounts Payable	EMPLOYMENT DEVELOPMENT DEPT		2,981.00
	Invoice		Date	Description	Check Sort Code	Amount
	L0738543952		01/30/2024	UNEMPLOYMENT INSURANCE 10/01/23-12/31/23		2,981.00
Check	02/08/2024	10445	Accounts Payable	EQUIFAX INFORMATION SVCS LLC		51.49
	Invoice		Date	Description	Check Sort Code	Amount
	2058734477		01/13/2024	CREDIT BUREAU REPORT FEES - 1/13/24		51.49
Check	02/08/2024	10446	Accounts Payable	FEHR & PEERS		1,596.00
	Invoice		Date	Description	Check Sort Code	Amount
	171848		01/17/2024	TASK ORDER #9 - TRUCK REROUTING STUDY 11/25-12/29/23		1,596.00
Check	02/08/2024	10447	Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED		2,223.30
	Invoice		Date	Description	Check Sort Code	Amount
	166141251		02/06/2024	EYEMED - FEBRUARY 2024 PREMIUMS		2,223.30
Check	02/08/2024	10448	Accounts Payable	FREMONT FORD		1,262.70
	Invoice		Date	Description	Check Sort Code	Amount
	221547		01/22/2024	FORD PARTS-BRAKE KIT, ROTOR, PADS AND BRAKES		1,017.70
	221785		02/01/2024	FLEET SUPPLIES - LAMP ASY		245.00
Check	02/08/2024	10449	Accounts Payable	FREMONT UNIFIED SCHOOL DISTRICT		416.00
	Invoice		Date	Description	Check Sort Code	Amount
	NCCCC-1		12/15/2023	10/26/23 CHILD CARE BUS TRIP TO/FROM CHILDREN'S DISCOVERY MUSEUM		416.00
Check	02/08/2024	10450	Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		8,432.03
	Invoice		Date	Description	Check Sort Code	Amount
	E 215507		01/11/2024	L&L 4 VALVE REPLACEMENT AT CHERRY ST 1/11/24		1,093.55
	E 215174		12/31/2023	L&L 1 MAINLINE REPAIR AT CENTRAL 12/31/23		3,317.44
	E 214925		12/21/2023	PARKS VALVE REPLACEMENT AT CEDAR AND THORNTON 12/21/23		1,296.01
	E 214092		11/14/2023	STREET TREE VALVE REPLACEMENT AT MOWRY 11/14/23		1,506.31
	E 214093		11/14/2023	L&L 7 MAINLINE REPAIR AT ROSEMONT SHOPPING CENTER 11/14/23		1,218.72
Check	02/08/2024	10451	Accounts Payable	HDL COREN & CONE		4,081.25
	Invoice		Date	Description	Check Sort Code	Amount
	SIN035376		01/19/2024	PROPERTY TAX CONSULTING - JAN - MAR 2024		4,081.25
Check	02/08/2024	10452	Accounts Payable	HDL SOFTWARE, LLC		2,080.00
	Invoice		Date	Description	Check Sort Code	Amount
	SIN034940		01/16/2024	UUT SUPPORT & INDUSTRY MONITORING - JAN 2024		2,080.00
Check	02/08/2024	10453	Accounts Payable	PATRICK IBARRA		4,917.49
	Invoice		Date	Description	Check Sort Code	Amount
	57-2023		01/08/2024	TRAINING SERVICES - 10/24/23		4,917.49
Check	02/08/2024	10454	Accounts Payable	ITERIS, INC.		17,276.00
	Invoice		Date	Description	Check Sort Code	Amount
	166045		01/25/2024	TRAFFIC SIGNAL INTERCONNECT PROJECT #1361 11/28-12/31/23		17,276.00
Check	02/08/2024	10455	Accounts Payable	JOCELYN E. ROLAND		475.00
	Invoice		Date	Description	Check Sort Code	Amount

	22521		02/02/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -01/30/24		475.00
Check	02/08/2024	10456	Accounts Payable	MEYERS NAVE		23,353.83
	Invoice		Date	Description	Check Sort Code	Amount
	213533		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		398.60
	213537		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		9,875.40
	213538		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		1,823.40
	213539		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		1,076.70
	213540		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		2,089.40
	213543		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		1,499.70
	213544		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		488.73
	213545		01/22/2024	LEGAL SERVICES THROUGH DECEMBER 31, 2023		686.70
	213546		01/22/2024	PROFESSIONAL SERVICES RENDERED THROUGH DECEMBER 31, 2023		1,929.30
	213542		01/22/2024	LEGAL SVCS FOR NEWPARK PLAZA PROJECT - 12/31/23		202.00
	213534		01/22/2024	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 12/31/23		2,542.00
	213993		01/22/2024	LEGAL SVCS FOR SANCTUARY WEST - ADDT'L SVCS THRU 12/31/23		135.00
	213541		01/22/2024	LEGAL SVCS FOR CEDAR BLVD TWNHMS (WAYMARK) SVCS THRU 12/31/23		378.00
	213547		01/22/2024	LEGAL SERVICES - CENTRAL AVENUE OVERPASS 12/23		228.90
Check	02/08/2024	10457	Accounts Payable	MIKE YORKS INVESTIGATIONS		1,800.00
	Invoice		Date	Description	Check Sort Code	Amount
	2023-59		01/12/2024	BACKGROUND INVESTIGATIONS 10/26/23-01/12/24		1,800.00
Check	02/08/2024	10458	Accounts Payable	MNS ENGINEERS INC		12,929.30
	Invoice		Date	Description	Check Sort Code	Amount
	85193		01/17/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 12/23		853.88
	85194-R1		01/23/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 12/23		2,086.56
	84947-R1		01/23/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 11/23		1,217.16
	84945-R1		01/23/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 11/23		7,840.20
	85192		01/23/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 12/23		931.50
Check	02/08/2024	10459	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00
	Invoice		Date	Description	Check Sort Code	Amount
	10811061		01/30/2024	FY 23/24 COBRA ADMINISTRATION FEES - 01/01/24 TO 01/31/24		200.00
Check	02/08/2024	10460	Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		144.00
	Invoice		Date	Description	Check Sort Code	Amount
	81266615		11/15/2023	PRE-EMPLOYMENT/ DOT PHYSICALS -11/15/23		72.00
	81416025		12/06/2023	PRE-EMPLOYMENT/ DOT PHYSICALS -12/01/23		72.00
Check	02/08/2024	10461	Accounts Payable	OWEN EQUIPMENT SALES		203.36
	Invoice		Date	Description	Check Sort Code	Amount
	62363		01/29/2024	HYD FILTER		203.36
Check	02/08/2024	10462	Accounts Payable	PACIFIC GAS & ELECTRIC		32,128.79
	Invoice		Date	Description	Check Sort Code	Amount
	7786-012224		01/22/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/15-01/16/24		32,128.79
Check	02/08/2024	10463	Accounts Payable	PERFORMANCE PEST MANAGEMENT		1,987.00
	Invoice		Date	Description	Check Sort Code	Amount
	72497		01/19/2024	PEST SERVICES - SILLIMAN #102710 1/19/24		1,020.00
	72495		01/19/2024	PEST SERVICES - FIRE STATION #3 102701 1/19/24		240.00
	72369		01/19/2024	PEST SERVICES - SERVICE CENTER #102702 1/19/24		185.00

	72496	01/19/2024	PEST SERVICES - FIRE STATION #1 102699 1/19/24			275.00
	72604	01/19/2024	PEST SERVICES - CITY HALL #102699 1/19/24			267.00
Check	02/08/2024	10464 Accounts Payable	CONSOLIDATED ENGINEERING LABORATORIES			1,658.80
	Invoice	Date	Description	Check Sort Code		Amount
	215606	01/14/2024	MATERIAL TESTING FOR PROJECT 1300 12/04/23-01/05/24			1,658.80
Check	02/08/2024	10465 Accounts Payable	RUGGERI-JENSEN-AZAR			2,297.00
	Invoice	Date	Description	Check Sort Code		Amount
	92222	01/23/2024	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 12/23			2,297.00
Check	02/08/2024	10466 Accounts Payable	SFPUC			970.17
	Invoice	Date	Description	Check Sort Code		Amount
	64114	01/22/2024	SFPUC RENT WATER AC#3642 01/22/24			970.17
Check	02/08/2024	10467 Accounts Payable	FORENSIC LOGIC, LLC			18,031.00
	Invoice	Date	Description	Check Sort Code		Amount
	13223	01/19/2024	SUBSCRIPTION 07/01/23-06/30/24			18,031.00
Check	02/08/2024	10468 Accounts Payable	STANDARD INSURANCE COMPANY			1,554.68
	Invoice	Date	Description	Check Sort Code		Amount
	FEBRUARY 2024	02/06/2024	STANDARD - FEBRUARY 2024 PREMIUMS			1,554.68
Check	02/08/2024	10469 Accounts Payable	STAPLES			558.94
	Invoice	Date	Description	Check Sort Code		Amount
	8072939669	01/15/2024	OFFICE SUPPLIES 1/2-1/12/24			558.94
Check	02/08/2024	10470 Accounts Payable	STATE OF CALIFORNIA			833.16
	Invoice	Date	Description	Check Sort Code		Amount
	PPE 1.20.24	01/24/2024	GARNISH - CASE 569116649 - 1/7/24-1/20/24			416.58
	PPE 2.3.24	02/06/2024	GARNISH - CASE 569116649 - 1/21/24-2/3/24			416.58
Check	02/08/2024	10471 Accounts Payable	ANNE STEDLER			4.09
	Invoice	Date	Description	Check Sort Code		Amount
	01282024EXP	01/28/2024	ANNE STEDLER'S WORK DOCUMENT COPIES AT STAPLES			4.09
Check	02/08/2024	10472 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE			270.00
	Invoice	Date	Description	Check Sort Code		Amount
	13268	11/30/2023	MUNICIPAL STORMWATER INSPECTION SERVICES (11/01-11/30/23)			270.00
Check	02/08/2024	10473 Accounts Payable	TURF STAR, INC.			1,201.73
	Invoice	Date	Description	Check Sort Code		Amount
	7295617-01	01/18/2024	FLEET SUPPLIES-SPINDLE AND TRIM			1,201.73
Check	02/08/2024	10474 Accounts Payable	ULINE			680.17
	Invoice	Date	Description	Check Sort Code		Amount
	173296342	01/17/2024	OFFICE STOOLS FOR FRONT DESK			680.17
Check	02/08/2024	10475 Accounts Payable	VERDE DESIGN INC			6,030.54
	Invoice	Date	Description	Check Sort Code		Amount
	2-2320900	01/17/2024	NEWARK MEL NUNES PARK - ADDITIONAL FIELD NETTING 11/26-12/25/23			6,030.54
Check	02/08/2024	10476 Accounts Payable	WEST COAST ARBORISTS INC			91,219.70

Invoice	Date	Description	Check Sort Code	Amount
210191	01/15/2024	STREET TREE MAINTENANCE 01/01/24-01/15/24		4,225.00
210199	01/15/2024	STREET TREE MAINTENANCE 01/01/24-01/15/24		25,822.20
207331	10/31/2023	PARK TREE MAINTENANCE 10/16/23-10/31/23		1,859.00
207964-A	11/15/2023	PARK TREE MAINTENANCE 11/01/23-11/15/23		15,598.40
208826	11/08/2023	MIRABEAU PARK TREE REMOVAL 11/07/23-11/08/23		11,830.00
209074	12/15/2023	PARK TREE MAINTENANCE 12/01/23-12/15/23		4,456.70
207964	11/15/2023	PARK TREE MAINTENANCE 11/01/23-11/15/23		27,428.40

Check	02/08/2024	10477	Accounts Payable	ZI-TECH PROFESSIONAL SERVICES		2,125.00

Invoice	Date	Description	Check Sort Code	Amount
202423	01/31/2024	INDIVIDUAL COACHING AND HR MEETINGS - 01/24		2,125.00

Check	02/08/2024	10478	Accounts Payable	CARASH , EMMA		42.00

Invoice	Date	Description	Check Sort Code	Amount
701680	01/26/2024	CUSTOMER REFUND FOR SWIM CLASS		42.00

Check	02/08/2024	10479	Accounts Payable	GAERLAN , AMY		120.00

Invoice	Date	Description	Check Sort Code	Amount
701650	01/26/2024	CUSTOMER REFUND FOR SWIM CLASS		120.00

Check	02/08/2024	10480	Accounts Payable	GAERLAN , AMY		168.00

Invoice	Date	Description	Check Sort Code	Amount
701925	01/29/2024	CUSTOMER REFUND FOR SWIM CLASS		168.00

Check	02/08/2024	10481	Accounts Payable	JAIN , PRAGYA		24.00

Invoice	Date	Description	Check Sort Code	Amount
701924	01/29/2024	CUSTOMER REFUND FOR SWIM CLASS		24.00

Check	02/08/2024	10482	Accounts Payable	JAIN , PRAGYA		144.00

Invoice	Date	Description	Check Sort Code	Amount
701923	01/29/2024	CUSTOMER REFUND FOR SWIM CLASS		144.00

Check	02/08/2024	10483	Accounts Payable	MARCIEL , BEVERLY		50.00

Invoice	Date	Description	Check Sort Code	Amount
020624RFND	02/05/2024	ADMINISTRATIVE CITATION CASE #GCOP2022-032, CITATION #1 REFUND		50.00

EFT	02/08/2024	882	Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802	42.00

Invoice	Date	Description	Check Sort Code	Amount
150373	01/24/2024	TOTAL PET PLAN - JANUARY 2024 PREMIUMS		42.00

EFT	02/08/2024	883	Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	18,786.65

Invoice	Date	Description	Check Sort Code	Amount
SF-8510-01433932	02/01/2024	WORKERS COMPENSATION CLAIMS -01/02/24-01/31/24		18,786.65

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 52	$295,490.87

Checks:	50	$276,662.22
EFTs:	2	$18,828.65

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 02/15/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	02/15/2024	10484 Accounts Payable	ADITYA T BABU		426.50
	Invoice	Date	Description	Check Sort Code	Amount
	0111-020124	02/01/2024	VOLLEYBALL CLASSES 1/11-2/1/24		426.50
Check	02/15/2024	10485 Accounts Payable	ALAMEDA CO LIBRARY		33,337.50
	Invoice	Date	Description	Check Sort Code	Amount
	FY2324-09	01/23/2024	ADDITIONAL LIBRARY HOURS OCT - DEC 2023		33,337.50
Check	02/15/2024	10486 Accounts Payable	TREASURER OF ALAMEDA COUNTY		2,656.25
	Invoice	Date	Description	Check Sort Code	Amount
	DEC 23	12/29/2023	CRIME LAB FEES DEC 2023		1,049.75
	JAN 24	02/02/2024	CRIME LAB FEES JAN 2024		1,606.50
Check	02/15/2024	10487 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		6,488.60
	Invoice	Date	Description	Check Sort Code	Amount
	90810	01/24/2024	SCHOOL CROSSING GUARD SVCS 01/07-01/20/24		6,488.60
Check	02/15/2024	10488 Accounts Payable	ALLIED AUTO STORES INC		914.90
	Invoice	Date	Description	Check Sort Code	Amount
	JAN' 24	01/31/2024	ALLIED-FLEET SUPPLIES 01/16-01/30/24		914.90
Check	02/15/2024	10489 Accounts Payable	ALPINE AWARDS INC		85.21
	Invoice	Date	Description	Check Sort Code	Amount
	6105975	01/18/2024	UNIFORM ACCESSORIES		85.21
Check	02/15/2024	10490 Accounts Payable	BAY CENTRAL PRINTING		171.76
	Invoice	Date	Description	Check Sort Code	Amount
	197772	01/22/2024	BUSINESS CARD IMPRINTING - CATANCIO		85.88
	197780	01/23/2024	BUSINESS CARD IMPRINTING - INTERIANO		85.88
Check	02/15/2024	10491 Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		960.00
	Invoice	Date	Description	Check Sort Code	Amount
	JANUARY312024	01/31/2024	OFFICIATING FOR BASKETBALL GAMES FOR JANUARY '24		960.00
Check	02/15/2024	10492 Accounts Payable	BEACON VETERINARY SPECIALISTS		150.00
	Invoice	Date	Description	Check Sort Code	Amount
	148586	12/22/2023	VET SVCS 12/16/23		150.00
Check	02/15/2024	10493 Accounts Payable	CENTRAL VETERINARY HOSPITAL		431.50
	Invoice	Date	Description	Check Sort Code	Amount
	506912	01/08/2024	VET SVCS 01/05-01/08/24		431.50

Check	02/15/2024	10494 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		527.00
	Invoice	Date	Description	Check Sort Code	Amount
	332061	12/08/2023	LAB TESTS 12/08/2023		133.00
	332311	12/22/2023	LAB TESTS 12/22/2023		352.00
	332312	12/22/2023	LAB TESTS 12/22/2023		42.00
Check	02/15/2024	10495 Accounts Payable	CINDY K. HULL & ASSOCIATES - FORENSIC CONSULTING		360.00
	Invoice	Date	Description	Check Sort Code	Amount
	148	01/22/2024	LATENT PRINT ANALYSIS JANUARY 2024		360.00
Check	02/15/2024	10496 Accounts Payable	COMCAST		2,596.53
	Invoice	Date	Description	Check Sort Code	Amount
	8821-122823	11/24/2023	TELEVISION & PUBLIC WIFI ACCESS 11/29-12/28/23		861.16
	8821-012824	12/24/2023	TELEVISION & PUBLIC WIFI ACCESS 12/29/23-01/28/24		861.16
	8821-022824	01/24/2024	TELEVISION & PUBLIC WIFI ACCESS 01/29-02/28/24		874.21
Check	02/15/2024	10497 Accounts Payable	CSMFO		135.00
	Invoice	Date	Description	Check Sort Code	Amount
	300014842	02/05/2024	FY24 MEMBERSHIP DUES MANAGEMENT - I. QUON		135.00
Check	02/15/2024	10498 Accounts Payable	DAILY JOURNAL CORPORATION		510.00
	Invoice	Date	Description	Check Sort Code	Amount
	B3775608	01/30/2024	PUBLISH NOTICE INVITING BIDS 1/23-1/30/24		430.00
	B3775052	01/23/2024	PUBLISH BY RIGHT HOUSING ORDINANCE NO. 547 01/23/24		80.00
Check	02/15/2024	10499 Accounts Payable	DEPARTMENT OF JUSTICE		320.00
	Invoice	Date	Description	Check Sort Code	Amount
	712297	02/05/2024	FINGERPRINTING FEES- 01/24		320.00
Check	02/15/2024	10500 Accounts Payable	DPREP INC.		550.00
	Invoice	Date	Description	Check Sort Code	Amount
	BCN20240122-27	01/21/2024	BASIC CRISIS NEGOTIATION-BRANDON M		550.00
Check	02/15/2024	10501 Accounts Payable	ESA		8,978.23
	Invoice	Date	Description	Check Sort Code	Amount
	191655	12/19/2023	HOUSING ELEMENT UPDATE PREPARATION - SVCS 10/1/23 TO 11/30/23		8,515.73
	192991	01/31/2024	HOUSING ELEMENT UPDATE PREPARATION - SVCS 12/1/23 TO 1/31/24		462.50
Check	02/15/2024	10502 Accounts Payable	EVIDENT, INC.		184.88
	Invoice	Date	Description	Check Sort Code	Amount
	237703A	01/11/2024	PATROL PRINT KIT		184.88
Check	02/15/2024	10503 Accounts Payable	FEDEX		42.15
	Invoice	Date	Description	Check Sort Code	Amount
	8-375-43842	01/12/2024	PACKAGE DELIVERY 1/3-1/8/24		42.15
Check	02/15/2024	10504 Accounts Payable	GRAINGER		10.96
	Invoice	Date	Description	Check Sort Code	Amount
	9958706765	01/10/2024	SILLIMAN ACID BATTERY		10.96
Check	02/15/2024	10505 Accounts Payable	GREENSFELDER COMMERCIAL REAL ESTATE LLC		6,109.14
	Invoice	Date	Description	Check Sort Code	Amount

	NEWARK 24-01		01/31/2024	URBAN PLANN, REAL ESTATE ADVISORY & IMPLEMENTATION 8/8/23-2/1/24		6,109.14
Check	02/15/2024	10506	Accounts Payable	PATRICIA HADDOCK		1,248.75
	Invoice		Date	Description	Check Sort Code	Amount
	02052024		02/05/2024	MEETING & WRITING/EDITING HAYWIRED DOCUMENTS 1/8/24-1/30/24		1,248.75
Check	02/15/2024	10507	Accounts Payable	JOCELYN E. ROLAND		1,425.00
	Invoice		Date	Description	Check Sort Code	Amount
	22540		02/09/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -02/02/24		475.00
	22541		02/09/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -02/07/24		475.00
	22560		02/09/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -02/01/24		475.00
Check	02/15/2024	10508	Accounts Payable	JOINT VENTURE SILICON VALLEY		3,500.00
	Invoice		Date	Description	Check Sort Code	Amount
	118172SOVNEWARK		02/05/2024	JVSV SPONSORSHIP 2024 STATE OF THE VALLEY CONFERENCE		3,500.00
Check	02/15/2024	10509	Accounts Payable	KBA DOCUMENT SOLUTIONS		4,863.86
	Invoice		Date	Description	Check Sort Code	Amount
	134687		11/27/2023	LEASE PAYMENT 1900869002 - 11/15/23 - 12/14/23		4,656.29
	143294		12/26/2023	LEASE PAYMENT 1900869004 - 12/15/23 - 01/14/24		207.57
Check	02/15/2024	10510	Accounts Payable	NAPA AUTO PARTS		600.94
	Invoice		Date	Description	Check Sort Code	Amount
	JAN' 24		01/16/2024	NAPA-FLEET SUPPLIES JANUARY 2024		600.94
Check	02/15/2024	10511	Accounts Payable	L.N. CURTIS & SONS		363.77
	Invoice		Date	Description	Check Sort Code	Amount
	INV783498		01/18/2024	UNIFORMS-PSA E.TANAKA		104.68
	INV782177		01/12/2024	BLACK RIGID GEN CASE		259.09
Check	02/15/2024	10512	Accounts Payable	LOOMIS		325.49
	Invoice		Date	Description	Check Sort Code	Amount
	13427619		01/31/2024	ARMORED CAR SERVICE - 01/24		325.49
Check	02/15/2024	10513	Accounts Payable	PATRICIA LOPEZ		152.71
	Invoice		Date	Description	Check Sort Code	Amount
	1118-112523EXP		12/01/2023	WREATH ORNAMENTS		152.71
Check	02/15/2024	10514	Accounts Payable	MEYERS NAVE		10,122.00
	Invoice		Date	Description	Check Sort Code	Amount
	213536		01/22/2024	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 12/31/23		1,388.50
	213535		01/22/2024	LEGAL SVCS - TIMBER STREET PROJECT - SVCS THRU 12/31/23		8,733.50
Check	02/15/2024	10515	Accounts Payable	MIKE YORKS INVESTIGATIONS		375.00
	Invoice		Date	Description	Check Sort Code	Amount
	2023-65		11/15/2023	BACKGROUND INVESTIGATIONS 10/23-11/15/23		375.00
Check	02/15/2024	10516	Accounts Payable	NENA		147.00
	Invoice		Date	Description	Check Sort Code	Amount
	300074474		12/05/2023	MEMBERSHIP DUES 2024-M REYMUNDO		147.00
Check	02/15/2024	10517	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		107.80
	Invoice		Date	Description	Check Sort Code	Amount
	10794815		11/29/2023	FY 23/24 COBRA ADMINISTRATION FEES - 11/01/23 TO 11/30/23		107.80

Check	02/15/2024	10518	Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT		5,437.70
	Invoice		Date	Description	Check Sort Code	Amount
	INV24-00070		01/24/2024	NEWARK UNIFIED ACWD BILLING 11/3/23-1/3/24		5,437.70
Check	02/15/2024	10519	Accounts Payable	OSBORNE LUMBER COMPANY, INC.		41.04
	Invoice		Date	Description	Check Sort Code	Amount
	589296		01/22/2024	BLDG LUMBER		41.04
Check	02/15/2024	10520	Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS		1,475.00
	Invoice		Date	Description	Check Sort Code	Amount
	122023101		01/20/2024	PARKING CITATION PROGRAM DECEMBER 2023		703.00
	112023101		01/02/2024	PARKING CITATION PROGRAM NOVEMBER 2023		222.20
	102023101		11/18/2023	PARKING CITATION PROGRAM OCTOBER 2023		285.25
	092023101		10/20/2023	PARKING CITATION PROGRAM SEPTEMBER 2023		264.55
Check	02/15/2024	10521	Accounts Payable	ROYSTON HANAMOTO ALLEY & ABEY		12,501.45
	Invoice		Date	Description	Check Sort Code	Amount
	0025268		11/09/2023	PROFESSIONAL SERVICES 10/01-10/31/23		4,016.45
	0025361		12/19/2023	PROFESSIONAL SERVICES 11/01-11/30/23		8,485.00
Check	02/15/2024	10522	Accounts Payable	SEDGWICK		1,460.00
	Invoice		Date	Description	Check Sort Code	Amount
	BRS-0020559		01/22/2024	REMOTE RISK CONTROL-DECEMBER 2023		1,460.00
Check	02/15/2024	10523	Accounts Payable	SIRCHIE ACQUISITION COMPANY, LLC		110.46
	Invoice		Date	Description	Check Sort Code	Amount
	0628343-IN		01/25/2024	EVIDENCE BAGS		110.46
Check	02/15/2024	10524	Accounts Payable	S.B.R.P.S.T.C.		622.00
	Invoice		Date	Description	Check Sort Code	Amount
	162478INV		01/09/2024	FIRST AID/CPRS/AED-MCCUIN 4/8-4/12/24		622.00
Check	02/15/2024	10525	Accounts Payable	STOP STICK, LTD		297.16
	Invoice		Date	Description	Check Sort Code	Amount
	0032148-IN		01/24/2024	PIRANHA-PATROL		297.16
Check	02/15/2024	10526	Accounts Payable	MARY TEIXEIRA		189.48
	Invoice		Date	Description	Check Sort Code	Amount
	020624EXP		02/06/2024	EDIBLE ITEMS FOR ANNE STEDLER'S FAREWELL PARTY		189.48
Check	02/15/2024	10527	Accounts Payable	THE ED JONES CO INC		81.45
	Invoice		Date	Description	Check Sort Code	Amount
	55444		01/03/2024	TOP NAME RIBBON-WILLIAMS		81.45
Check	02/15/2024	10528	Accounts Payable	URBAN PLANNING PARTNERS, INC.		2,475.00
	Invoice		Date	Description	Check Sort Code	Amount
	22002-231231		01/18/2024	PROJECT MGMT SVCS - LEPAKSHI @ THORNTON - SVCS 12/31/23		2,475.00
Check	02/15/2024	10529	Accounts Payable	VERIZON WIRELESS		26,428.61
	Invoice		Date	Description	Check Sort Code	Amount
	9952037988		12/18/2023	WIRELESS SERVICE - 11/19-12/18/23		12,547.88
	9954510570		01/18/2024	WIRELESS SERVICE - 12/19/23-01/18/24		13,880.73
Check	02/15/2024	10530	Accounts Payable	MICHELLE VILLANUEVA		1,594.24

	Invoice	Date	Description	Check Sort Code	Amount
	0130-020224EXP	02/14/2024	2024 CSMFO ANNUAL CONFERENCE 01/30-02/02/24		1,594.24

Check	02/15/2024	10531	Accounts Payable	ORION SECURITY		3,754.40

Invoice	Date	Description	Check Sort Code	Amount
124909	01/20/2024	UNARMED, UNIFORMED SECURITY GUARD 1/15/24 - 1/18/24		1,155.20
124963	01/27/2024	UNARMED, UNIFORMED SECURITY GUARD 1/22/24 - 1/26/24		1,444.00
125165	02/03/2024	UNARMED, UNIFORMED SECURITY GUARD 1/29/24 - 2/1/24		1,155.20

EFT	02/15/2024	884	Accounts Payable	METROPOLITAN PLANNING GROUP	121042882 / 2016189470	1,462.50

Invoice	Date	Description	Check Sort Code	Amount
2004253	01/17/2024	5222 NEWPARK PLAZA CEQA REVIEW - SVCS THRU 12/31/23		1,462.50

EFT	02/15/2024	885	Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	2,891.20

Invoice	Date	Description	Check Sort Code	Amount
4857 - DEC '23	12/17/2023	POSTAGE - DEC '23		1,818.00
4857 - JAN '24	01/16/2024	POSTAGE - JAN '24		1,073.20

AP ZBA ACCOUNTS PAYABLE Totals:	Transactions: 50	$150,000.12

Checks:	48	$145,646.42
EFTs:	2	$4,353.70

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 02/22/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	02/22/2024	10532 Accounts Payable	ACCESS		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	10735375	01/31/2024	SHREDDING SVCS JANUARY 2024		100.00
Check	02/22/2024	10533 Accounts Payable	ADAMSON POLICE PRODUCTS		183.85
	Invoice	Date	Description	Check Sort Code	Amount
	INV409239	01/30/2024	UNIFORM ACCESSORIES		183.85
Check	02/22/2024	10534 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,093,290.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-24-157	01/29/2024	CONTRACT FIRE SERVICES - 01/24		1,093,290.00
Check	02/22/2024	10535 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		3,485.68
	Invoice	Date	Description	Check Sort Code	Amount
	1201-013124	01/31/2024	ACWD HYDRANT 12/01-01/31/24		3,485.68
Check	02/22/2024	10536 Accounts Payable	ALTA LANGUAGE SERVICES, INC.		132.00
	Invoice	Date	Description	Check Sort Code	Amount
	IS697305	01/31/2024	LISTENING & SPEAKING TEST 01/24		132.00
Check	02/22/2024	10537 Accounts Payable	AMERICAN ASPHALT REPAIR & RESURFACING CO., INC.		19,420.59
	Invoice	Date	Description	Check Sort Code	Amount
	17408R	01/29/2024	RETENTION PAYMENT, PROJECT 1297		19,420.59
Check	02/22/2024	10538 Accounts Payable	APPLIED LANDSCAPE MATERIALS, INC.		45,631.18
	Invoice	Date	Description	Check Sort Code	Amount
	14549	01/24/2024	APPLY SB1383 COMPLIANT COMPOSTED MULCH		38,906.00
	14556	01/25/2024	APPLY SB1383 COMPLIANT COMPOSTED MULCH		6,725.18
Check	02/22/2024	10539 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		884.17
	Invoice	Date	Description	Check Sort Code	Amount
	JAN'24	02/01/2024	OFFICE SUPPLIES 01/24-01/30/24		884.17
Check	02/22/2024	10540 Accounts Payable	CALIFORNIA BUILDING OFFICIALS		245.00
	Invoice	Date	Description	Check Sort Code	Amount
	17208	01/31/2024	CALBO - MEMBERSHIPS AND DUES 24-25		245.00
Check	02/22/2024	10541 Accounts Payable	CENTRALSQUARE TECHNOLOGIES, LLC		684.00
	Invoice	Date	Description	Check Sort Code	Amount
	402051	01/29/2024	TRAKIT DEVELOPMENT SERVICES (TIME AND MATERIALS) 01/24		684.00

Check	02/22/2024	10542	Accounts Payable	CITY OF FREMONT		2,500.00
	Invoice		Date	Description	Check Sort Code	Amount
	331340		01/17/2024	CASE MANAGEMENT FOR JUL23-SEP23		1,250.00
	331341		01/10/2024	CASE MANAGEMENT FOR OCT23-DEC23		1,250.00
Check	02/22/2024	10543	Accounts Payable	COUNTY OF ALAMEDA		1,220.00
	Invoice		Date	Description	Check Sort Code	Amount
	JANUARY '24		02/03/2024	CITATION PROCESSING FEES - JANUARY '24		1,220.00
Check	02/22/2024	10544	Accounts Payable	COVINO SMITH & SIMON, INC.		1,700.00
	Invoice		Date	Description	Check Sort Code	Amount
	01-2024		01/25/2024	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE JANUARY 2024		1,700.00
Check	02/22/2024	10545	Accounts Payable	DEPARTMENT OF TRANSPORTATION		1,103.36
	Invoice		Date	Description	Check Sort Code	Amount
	SL240482		01/24/2024	SHARED COSTS FOR TRAFFIC SIGNALS (OCT 2023-DEC 2023)		1,103.36
Check	02/22/2024	10546	Accounts Payable	DLT SOLUTIONS, LLC		123,806.38
	Invoice		Date	Description	Check Sort Code	Amount
	SI640722		01/30/2024	AUTOCAD/CIVIL 3D RENEWAL 01/31/24 - 01/30/27		123,806.38
Check	02/22/2024	10547	Accounts Payable	FEHR & PEERS		14,566.14
	Invoice		Date	Description	Check Sort Code	Amount
	171865		01/17/2024	TASK ORDER #11 - VEHICLE MILES TRAVELED POLICY 11/25-12/29/23		1,383.38
	171626		01/12/2024	TASK ORDER #10 - ACTIVE TRANSPORTATION PLAN 11/25-12/29/23		13,182.76
Check	02/22/2024	10548	Accounts Payable	FRANK BONETTI PLUMBING INC		940.00
	Invoice		Date	Description	Check Sort Code	Amount
	48129		01/30/2024	RUSCHIN FIRE SHOWER BACKUP 1/22/24		940.00
Check	02/22/2024	10549	Accounts Payable	FREMONT FORD		974.03
	Invoice		Date	Description	Check Sort Code	Amount
	221973		02/09/2024	FLEET SUPPLIES-PUMP ASY FOR #192		630.27
	221548		02/08/2024	FLEET SUPPLIES-THERMOSTAT ASY AND SEAL		18.06
	221974		02/09/2024	FLEET SUPPLIES-STARTER MOTOR ASY		325.70
Check	02/22/2024	10550	Accounts Payable	G BORTOLOTTO & CO INC		574,007.16
	Invoice		Date	Description	Check Sort Code	Amount
	5116-REVISED		01/26/2024	FY22-23 AC OVERLAY PGRM, PRJ 1300 11/01-12/16/23		574,007.16
Check	02/22/2024	10551	Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		23,597.81
	Invoice		Date	Description	Check Sort Code	Amount
	E 215741A		02/01/2024	MAINTENANCE CONTRACT FEBRUARY 2024		19,908.81
	E 215741B		02/01/2024	MAINTENANCE CONTRACT-CH, PD, LIB FEBRUARY 2024		3,689.00
Check	02/22/2024	10552	Accounts Payable	GHD INC.		131,756.16
	Invoice		Date	Description	Check Sort Code	Amount
	380-0045424		02/01/2024	TASK ORDER NO. 5 - MOWRY AVE AT CHERRY STREET (THROUGH 01/27/24)		5,868.18
	380-0045400		02/01/2024	TASK ORDER NO. 4 - NEWARK QUIET ZONES (THROUGH 01/27/24)		125,887.98
Check	02/22/2024	10553	Accounts Payable	GOOD CITY COMPANY		13,330.00

	Invoice	Date	Description	Check Sort Code	Amount
	3466	01/31/2024	GENERAL PLANNING SERVICES - SVCS 01/01 - 01/31/24		10,465.00
	3429	12/31/2023	GENERAL PLANNING SERVICES - SVCS 12/01 - 12/31/23		2,865.00
Check	02/22/2024	10554 Accounts Payable	HOLIDAYGOO, INC.		2,998.56
	Invoice	Date	Description	Check Sort Code	Amount
	20300	01/30/2024	PLASTIC EGGS FOR FAMILY DAY AT THE PARK		2,998.56
Check	02/22/2024	10555 Accounts Payable	SPECTRUM CANINE		900.00
	Invoice	Date	Description	Check Sort Code	Amount
	0006094	02/03/2024	K9 TRAINING JANUARY 2024		900.00
Check	02/22/2024	10556 Accounts Payable	LSL CPAs		3,064.00
	Invoice	Date	Description	Check Sort Code	Amount
	61418	01/31/2024	AUDITING SERVICES - 2023 STATE CONTROLLER REPORT (CITY)		3,064.00
Check	02/22/2024	10557 Accounts Payable	LEAGUE OF CALIFORNIA CITIES		17,480.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV-11734-K2N3M6	01/10/2024	2024 LOCC MEMBERSHIP DUES		17,480.00
Check	02/22/2024	10558 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	1845802-20240131	01/31/2024	INVESTIGATIVE INFO RESEARCH - 1/31/24		50.00
Check	02/22/2024	10559 Accounts Payable	OWEN EQUIPMENT SALES		203.36
	Invoice	Date	Description	Check Sort Code	Amount
	00062460	01/30/2024	FLEET SUPPLIES-CARTRIDGE		203.36
Check	02/22/2024	10560 Accounts Payable	PACIFIC GAS & ELECTRIC		87,007.74
	Invoice	Date	Description	Check Sort Code	Amount
	7460-011624	01/16/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 11/28-12/26/23		2,892.68
	3926-020524	02/05/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/29-01/29/24		131.71
	0870-020624	02/06/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/30-01/30/24		97.92
	1859-020524	02/05/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/29-01/29/24		3,151.91
	0552-020224	02/02/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/28-01/26/24		107.32
	9045-020224	02/02/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/27-01/25/24		291.15
	2305-020124	02/01/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/27-01/25/24		146.16
	7578-020824	02/08/2024	CITYWIDE ELECTRICAL 2/8/24		80,188.89
Check	02/22/2024	10561 Accounts Payable	PEAK SOFTWARE SYSTEMS, INC		1,604.00
	Invoice	Date	Description	Check Sort Code	Amount
	026592	12/07/2023	THERMAL REC PRINTER WITH CABLE, POWER, AND USB ADAPTER		1,604.00
Check	02/22/2024	10562 Accounts Payable	PERFORMANCE PEST MANAGEMENT		842.00
	Invoice	Date	Description	Check Sort Code	Amount
	73098	02/01/2024	PEST SERVICES - CITY HALL #102699 2/1/24		267.00
	73026	02/02/2024	PEST SERVICES - FIRE STATION #2 #102709 2/1/24		220.00
	72999	02/01/2024	PEST SERVICES - VIOLA BLYTHE #102704 2/1/24		260.00
	73027	02/01/2024	PEST SERVICES - COMMUNITY CENTER #102700 2/1/24		95.00
Check	02/22/2024	10563 Accounts Payable	QUADIENT LEASING USA, INC.		2,700.53
	Invoice	Date	Description	Check Sort Code	Amount
	Q1173630	01/27/2024	POSTAL/FOLDING MACHINE LEASE 11/29/23-02/28/24		2,700.53

Check	02/22/2024	10564	Accounts Payable	CONSOLIDATED ENGINEERING LABORATORIES		1,524.33
	Invoice	Date	Description		Check Sort Code	Amount
	216603	02/07/2024	MATERIAL TESTING FOR PROJECT 1301 01/17-01/26/24			1,524.33
Check	02/22/2024	10565	Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.		17,400.00
	Invoice	Date	Description		Check Sort Code	Amount
	INV0069810	01/31/2024	REDLIGHT CAMERA MONITORING JANUARY 2024			17,400.00
Check	02/22/2024	10566	Accounts Payable	KIS		63,904.61
	Invoice	Date	Description		Check Sort Code	Amount
	79599	01/31/2024	ARCTIC WOLF 2/4/2024 - 2/3/2025			63,904.61
Check	02/22/2024	10567	Accounts Payable	LINCOLN AQUATICS		488.78
	Invoice	Date	Description		Check Sort Code	Amount
	D8843105	01/15/2024	POOL CHEMICALS			248.90
	NV160436	01/15/2024	POOL CHEMICALS			146.19
	29348916	01/15/2024	POOL CHEMICALS			93.69
Check	02/22/2024	10568	Accounts Payable	STAPLES		2,603.85
	Invoice	Date	Description		Check Sort Code	Amount
	8073098201	01/31/2024	OFFICE SUPPLIES 1/17-1/29/24			2,603.85
Check	02/22/2024	10569	Accounts Payable	STRATEGIC ECONOMICS INC		9,015.00
	Invoice	Date	Description		Check Sort Code	Amount
	2401.01	01/31/2024	ASSESS CONDITIONS IN INDUSTRIAL AREAS, PREP ZONING RECOMM 01/24			9,015.00
Check	02/22/2024	10570	Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE		520.00
	Invoice	Date	Description		Check Sort Code	Amount
	13340	01/31/2024	MUNICIPAL STORMWATER INSPECTION SERVICES (12/01-12/31/23)			520.00
Check	02/22/2024	10571	Accounts Payable	TEMPERATURE TECHNOLOGY INC.		5,481.79
	Invoice	Date	Description		Check Sort Code	Amount
	I2559	07/11/2023	PD HVAC REPAIR 7/6/23			1,813.53
	I2646	08/21/2023	PD HVAC SERVICE 8/11/23			1,303.04
	I2697	09/12/2023	CITY HALL HVAC SERVICE 9/12/23			785.00
	I2541	09/11/2023	SILLIMAN WATER LEAK 6/26/23			775.00
	I2743	10/03/2023	SILLIMAN CONDENSER 9/21/23			805.22
Check	02/22/2024	10572	Accounts Payable	TROXLER ELECTRONIC LABORATORIES, INC.		2,525.13
	Invoice	Date	Description		Check Sort Code	Amount
	35151	02/06/2024	NUC GUAGE & SOURCE DISPOSAL 10/21			825.09
	35153	02/06/2024	NUC GUAGE & SOURCE DISPOSAL 10/21			1,700.04
Check	02/22/2024	10573	Accounts Payable	TURBO DATA SYSTEMS, INC		700.00
	Invoice	Date	Description		Check Sort Code	Amount
	42106	01/31/2024	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES JAN '24			700.00
Check	02/22/2024	10574	Accounts Payable	TURF STAR, INC.		1,613.24
	Invoice	Date	Description		Check Sort Code	Amount
	7318503-00	01/31/2024	FLEET SUPPLIES-AIR FILTER, OIL TIRE, LIFT ARM			1,613.24
Check	02/22/2024	10575	Accounts Payable	TYLER TECHNOLOGIES, INC.		4,599.00

	Invoice	Date	Description	Check Sort Code	Amount
	045-452895	01/17/2024	CONTRACT MANAGEMENT IMPLEMENTATION AND TRAINING 1/11-1/12/24		1,365.00
	045-452511	01/17/2024	CONTRACT MANAGEMENT LICENSE AND MAINTENANCE FEES 2/1/24-1/31/25		3,234.00
Check	02/22/2024	10576 Accounts Payable	UNION SANITARY DISTRICT		602.16
	Invoice	Date	Description	Check Sort Code	Amount
	003052	12/21/2023	CCTV STORM SEWER 12/21/23		602.16
Check	02/22/2024	10577 Accounts Payable	UNITED STATES POSTMASTER		4,010.00
	Invoice	Date	Description	Check Sort Code	Amount
	IN020824	02/08/2024	POSTAGE FOR SUMMER REC ACTIVITIES POSTCARD		4,010.00
Check	02/22/2024	10578 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO.		6,048.00
	Invoice	Date	Description	Check Sort Code	Amount
	521574	12/31/2023	SILLIMAN SCRUB AND WAX FLOORS 12/13-12/15/23		6,048.00
Check	02/22/2024	10579 Accounts Payable	BOSCO OIL INC DBA VALLEY OIL		22,101.92
	Invoice	Date	Description	Check Sort Code	Amount
	184738	02/05/2024	GASOLINE 02/05/24		17,899.02
	183828	02/05/2024	DIESEL FUEL 02/05/24		4,202.90
Check	02/22/2024	10580 Accounts Payable	VERDE DESIGN INC		10,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	3-2320900	02/07/2024	NEWARK MEL NUNES PARK - ADDITIONAL FIELD NETTING 12/26-01/25/24		9,412.50
	4-2319400	02/07/2024	CITYWIDE PARK SIGNAGE & DOCUMENTATION 12/26-01/25/24		587.50
Check	02/22/2024	10581 Accounts Payable	VSS INTERNATIONAL, INC.		37,844.17
	Invoice	Date	Description	Check Sort Code	Amount
	20019636	01/31/2024	CHERRY ST. CLASS IV SEPARATED BIKEWAYS, PRJ 1254 10/01-12/31/23		37,844.17
Check	02/22/2024	10582 Accounts Payable	WEST COAST ARBORISTS INC		49,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	210323	01/25/2024	LAKESHORE PARK PLANTING 01/15/24		49,500.00
Check	02/22/2024	10583 Accounts Payable	WEX BANK		952.21
	Invoice	Date	Description	Check Sort Code	Amount
	95001365	02/06/2024	CHEVRON CC 02/06/24		952.21
Check	02/22/2024	10584 Accounts Payable	WILLIAM D. WHITE CO, INC.		13,825.00
	Invoice	Date	Description	Check Sort Code	Amount
	460702	01/29/2024	SVC SLIDING GATE MOTOR 01/29/24		13,825.00
Check	02/22/2024	10585 Accounts Payable	ORION SECURITY		1,444.00
	Invoice	Date	Description	Check Sort Code	Amount
	125243	02/10/2024	UNARMED, UNIFORMED SECURITY GUARD 2/5/24 - 2/9/24		1,444.00
Check	02/22/2024	10586 Accounts Payable	MARIO'S BAY FRAMES		737.51
	Invoice	Date	Description	Check Sort Code	Amount
	158	08/18/2023	SILVER FRAME		737.51
Check	02/22/2024	10587 Accounts Payable	KATKAM , SRIKANTH		56.00
	Invoice	Date	Description	Check Sort Code	Amount

	702491		02/09/2024	CUSTOMER REFUND FOR SWIM CLASS		56.00
EFT	02/22/2024	892	Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846	1,595.00

Invoice	Date	Description	Check Sort Code	Amount
02022024-GENERAL	02/02/2024	SM BUS SUPPORT-EMERG PREP, MIKE B'S MTGS, NEWARK TEAM MTGS 2/24		1,595.00

EFT	02/22/2024	893	Accounts Payable	SUMMIT UNIFORMS, LLC	121000358 / 325183513607	178.28

Invoice	Date	Description	Check Sort Code	Amount
8246	01/27/2024	B STYLE SHORT & LONG SLEEVE SHIRTS-MORA		178.28

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 58	$2,429,677.68

Checks:	56	$2,427,904.40
EFTs:	2	$1,773.28

STAFF REPORT

Item D. 2.

DATE	03/14/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of February 22, 2024 minutes

Attachments

Minutes

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

Minutes

Thursday, February 22, 2024
7:00 P.M.

A. ROLL CALL

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

B. PRESENTATIONS

C. PUBLIC COMMENT

No one from the public requested to speak.

D. CONSENT CALENDAR

Council Member Collazo moved, Vice Mayor Freitas seconded, to approve Consent Calendar items D.1 to D.4, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of Audited Demands

2. Approval of February 8, 2024, minutes

3. Adopt a resolution approving a First Amendment to the Contractual Service Agreement with Good City Company
Resolution No. 11616
Contract No. 21006

4. Adopt a resolution authorizing the City Manager to enter a subscription agreement with Flock Group, Inc. for Automated License Plate Readers (ALPR) in the amount not to exceed $131,400
Resolution No. 11617
Contract No. 24013

E. PUBLIC HEARINGS

1. Public hearing pursuant to Government Code Sections 4217.10, et seq. to adopt certain findings and adopt a resolution authorizing the City Manager to execute Energy Services Agreements with FTP BTM Solar, LLC (ForeFront Power) for the design, financing, construction, installation, operation and maintenance of carport mounted solar photovoltaic systems at the George M. Silliman Center and Newark Civic Center
Resolution No. 11618
Contract No. 24014

Senior Management Analyst Gonzalez, Sam Zantzinger, Director of ForeFront Power, and Kevin Flanagan, SPURR gave the presentation recommending approval. Adding solar photovoltaic systems to the parking lots of the Silliman and Civic Centers would save the City over $7 million in energy costs over the next 20 years. Presentation on file with the City Clerk.

Mayor Hannon opened the public hearing at 7: 22 p.m.

No one requested to speak.

Mayor Hannon closed the public hearing at 7:23 p.m.

Council Member Bucci moved, Council Member Collazo seconded to adopt certain findings and a resolution authorizing the City Manager to execute an Energy Services Agreement with FTP BTM Solar, LLC (ForeFront Power) for the design, financing, construction, installation, operation and maintenance of carport mounted solar photovoltaic systems at the George M. Silliman Community Activity Center and Newark Civic Center pursuant to California Government Code Section 4217.10 ET SEQ. The motion passed, 5 AYES.

F. OTHER BUSINESS

1. Adopt a resolution authorizing the acceptance of the approved California Highway Safety Improvement Program (HSIP) Cycle 11 funds to subsidize Citywide Crosswalk Evaluation and Modifications, Project No. 1256 Resolution No. 11619

Council Member Collazo announced that she would recuse from this item due to property ownership and business interest conflicts of interest. She exited the Council Chambers.

Public Works Director Fajeau gave the staff report recommending approval to accept the HSIP funding for the design of pedestrian improvements at the intersections of Thornton Avenue at Magnolia Street and Enterprise Drive at Aleppo Drive.

Morgan Pedersen spoke in support of this project and shared her experience trying to cross the street at Thornton Avenue and Magnolia Street.

Council Member Bucci moved, Council Member Jorgens seconded to adopt a resolution authorizing the acceptance of the approved California Highway Safety Improvement Program (HSIP) Cycle 11 funds to subsidize the Citywide Crosswalk Evaluation and modifications, Project No. 1256. The motion passed, 4 AYES, 1 RECUSED.

Council Member Collazo returned to the Council Chambers.

2. Receive a presentation from Revenue & Cost Specialist (RCS) regarding the recently completed Comprehensive User Fee Study

Finance Director Lee and Eric Johnson, President at Revenue & Costs Specialists, LLC (RCS) gave the presentation. They reviewed the Cost of Services Study process to determine the full cost of fee-based services. Recommendations made in the study could increase cost recovery by approximately $1.8 million. They would return at a future City Council meeting to request cost recovery direction. Presentation on file with City Clerk.

No one requested to speak.

The City Council discussed linking the Consumer Price Index to future fees, a reinspection fee for code enforcement noncompliance, affordable recreation fees for low income residents, recreation fields for children at no cost if they are Newark residents, City provided insurance for field rentals, and providing an estimate in advance for staff time needed for building permits.

Informational item, no action requested.

3. Presentation of findings from the Facilities Master Plan assessments and community outreach process

Senior Management Analyst Gonzalez and Andrea Gifford, Principal Architect, Group 4 Architecture provided a presentation. Eighteen sites with 24 facilities were reviewed, future needs were assessed with a recommendation to replace Fire Stations Nos. 27 and 29 and consider building a new Cultural Arts Community Center. Presentation on file with the City Clerk.

No one from the public requested to speak.

Informational item, no action requested.

4. Presentation regarding Newark's Transient Occupancy Tax (TOT) and the Newark hotel market

Finance Director Lee provided a presentation on the 10 percent Transient Occupancy Tax paid by hotel guests and its impact on the City budget.

Sondra Storm and Mark Keller Embarcadero Hotel Group provided a presentation on the City’s 10 hotels with 1,605 rooms. The hotels performance compared to surrounding cities, the current TOT rate, and to consider a ballot measure to submit to voters to consider an increase to the TOT.

No one from the public requested to speak.

Informational item, no action requested.

Mayor Hannon called a recess at 9:45 p.m. and resumed the meeting at 9:52 p.m.

5. Motion to direct staff to proceed with a community survey to gauge support for a potential Transient Occupancy Tax (“TOT” and commonly known as the “Hotel Tax”) ballot measure

City Manager Benoun provided a presentation, copy on file with City Clerk. He recommended direction to staff to proceed with a community survey to gauge support for a potential Transient Occupancy Tax Ballot Measure.

No one requested to speak.

Council Member Jorgens moved, Vice Mayor Freitas seconded to adopt a motion directing staff to proceed with a community survey to gauge support for a potential Transient Occupancy Tax ballot measure. The motion passed, 5 AYES.

6. 2023-2031 General Plan Housing Element- Overview of Non-Substantive Revisions After Adoption

Community Development Director Turner provided an overview of the changes that were required by the State of California for the categories of analysis of development constraints, analysis of housing sites, and additional program commitments.

No one requested to speak.

Mayor Hannon suggested that staff include a footnote or analysis in future staff reports if a project deviates from City standards due to impacts imposed by the state of California.

Informational item, no action requested.

G. CITY COUNCIL MATTERS

Council Member Jorgens stated that he was frustrated that the Dumbarton Rail Corridor was acquired before he was born and has not been built. He requested that the Facilities Master Plan update be placed on the City-School Liaison Committee Agenda.

Council Member Collazo stated that February 22 is National California Day. She received a complaint that the cul de sac at Sycamore Street at Thornton Avenue is not being maintained. Shop Newark.

Council Member Bucci complimented Community Development Director Turner on the Housing Element approval. He expressed frustration with the State's housing policies imposed on the City and the State allowing homes to be purchased by limited liability companies. He stated that the Old Town Newark Streetscape Improvement Project meeting would be held on March 6, Fans fest at Jack London Square for Oakland Athletics baseball fans this weekend, and a Happy Birthday to his wife Megan.

Council Member Jorgens stated that an Assembly Bill was authored that, if approved, would prevent corporations from owning more than 1,000 homes in California.

Vice Mayor Freitas congratulated Information Technology Analyst Sheena Raj who was named the City's Employee of the Year.

Mayor Hannon announced the deadline to submit applications for the Senior Advisory Committee. He spoke about the importance of Black History Month. He encouraged citizens to vote at the March 5 Election.

H. CITY MANAGER UPDATES

City Manager Benoun made announcements related to the Parks Master Plan Community Meeting to be held on February 27.

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 10:43 p.m.

STAFF REPORT

Item D. 3.

DATE	03/14/2024
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution approving the Contractual Services Agreement with ePlus Technology, Inc., for a cybersecurity tool that protects Microsoft 365 data from overexposure and cyber threats

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council approve a resolution for the renewal of a cybersecurity tool that protects and secures City data in a large, consolidated Microsoft tenant.

BACKGROUND

The City hosts critical on-premises and cloud data that needs to stay online. It's imperative to take precautions to protect the City's network from ransomware, insider threats, and data loss. This cybersecurity tool assists by proactively and continuously assessing risk and takes action to reduce it. The tool helps to clearly visualize who has access to sensitive data and where it's at risk of being exposed. The tool provides critical alerting on potentially malicious behavior in real-time to detect, investigate, and respond to the most important security incidents. Additionally, over the last year, the IT team worked directly with the vendor to fine-tune the tool to provide effective alerts, reporting and continuous protection.

DISCUSSION/ANALYSIS

The Information Technology Department is responsible for deploying cybersecurity tools to protect the City. ePlus Technology, Inc. is the Value Added Reseller (VAR) that provided the cybersecurity tool used by the City over the last year. The initial purchase was for a one-year term along with professional services to implement the tool. The tool is in operation and the City continues to assess the tool's effectiveness in reducing the likelihood and potential impact of ransomware, insider threats, and data loss. Staff recommends extending the service for an additional one year with the option to renew for an additional two one-year periods.

Collaboration features in Microsoft 365 can make it very difficult to protect data. Microsoft's built-in security tools are limited in their ability to know which sharing links are in use, and which ones aren't needed anymore. This tool augments Microsoft's native security capabilities by providing a single control point for securing cloud and

on-premise data, simplifying the many administration portals that security teams would have to navigate within Microsoft. The result is lower risk of data exposure by providing real-time visibility and control over critical data, with automatic remediation.

The tool helps eliminate unnecessary access and visualize where data is at risk, safely implement access changes, and track risk reduction progress. Complex permissions structures like nested groups and inheritance are mapped out to determine who can access data, both on-premises and in the cloud. Every data touchpoint is monitored to reveal where access is not needed or used to help safely revoke unnecessary access to data to reduce the blast radius.

In addition, the tool quickly detects and contains threats that traditional security products miss. Events from multiple data sources are collected, and machine learning is applied to build behavioral profiles for every user and device to uncover suspicious behavior. The key benefits are faster incident investigations and reduced exposure to potential security threats.

Data Classification automatically discovers sensitive and regulated data – like Personal Identifiable Information (PII), Payment Card Industry (PCI), Protected Health Information (PHI), intellectual property, and the keys and credentials protecting your apps, application programming interfaces (APIs), and infrastructure – and pairs those classification results with permissions and activity to pinpoint where sensitive data is at risk.

FISCAL IMPACT

Year one renewal cost is $54,766.76. Optional years two and three include a 6.0% increase per year. With a 10% contingency for additional licensing, the total not-to-exceed cost for three years is $191,791.01. A budget adjustment of $54,766.76 is necessary to appropriate the year one cost for Information Technology Computer Software and Licenses from the unappropriated General Fund balance. Future year renewals are subject to prior funding approval by the City Council.

REVIEW AND APPROVAL

Prepared by - Edwin J. Miranda, Information Technology Director/CIO
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution ePlus

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH EPLUS TECHNOLOGY, INC. FOR A CYBERSECURITY TOOL IN AN AMOUNT NOT TO EXCEED $191,791.01 FOR AN INITIAL TERM OF ONE (1) YEAR, WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS FOR AN INCREASED TOTAL AMOUNT NOT TO EXCEED $191,791.01 AND AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the Information Technology Department entered into an agreement to purchase and install a cybersecurity tool through a Value Added Reseller, ePlus Technology, Inc. for the period of March 30, 2023 to March 30, 2024; and

WHEREAS, Information Technology staff assessed the cybersecurity tool over the initial term and determined the solution provides the expected cybersecurity alerts, reporting and continuous protection to the satisfaction of the City; and

WHEREAS, based on staff's evaluation, the cybersecurity tool purchased through the Value Added Reseller is a good solution that meets the needs of the City and recommends continued use for extended optional terms.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to negotiate and enter into a Contractual Services Agreement with ePlus Technology, Inc., in a form approved by the City Attorney, to continue providing a cybersecurity tool in an amount not to exceed $191,791.01 for an initial term of one (1) year and two (2) optional one-year terms.

BE IT FURTHER RESOLVED that the City Council does hereby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan by appropriating $54,766.76 as follows:

TO:	110.21.021.200.6150	COMPUTER SOFTWARE AND LICENSES	$54,766.76
FR:	110.3000	UNAPPROPRIATED FUND BALANCE	$54,766.76

STAFF REPORT

Item D. 4.

DATE	03/14/2024
TO	Honorable Mayor and City Council Members
FROM	Art Interiano, Deputy Community Development Director
SUBJECT	Adopt a resolution approving On-Call Environmental Service Contracts with Stantec Consulting Services Inc. and Helix Environmental Planning

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into agreements with Stantec Environmental Services Inc. and Helix Environmental Planning, Inc. for environmental consulting services. The agreements would each have a not-to-exceed amount of $400,000. These agreements would allow staff to use these consultants for private development projects as the need arises, and the costs associated with consultant work would be paid through project reimbursement agreements.

BACKGROUND

The City requires on-call professional environmental analysis services for development projects. The City has relied upon professional consultants to provide services and experience that City staff are unable to provide, such as technical traffic and circulation studies and environmental review services, as well as to provide capacity during busy periods or when staff resources are low. For example, the City currently has several contractual services agreements with consultants for on-call professional planning and housing services and Public Works construction inspection and civil engineering development plan review services. The City also has agreements with specialized service providers for retail and hotel-related studies. These consultant services agreements provide the City with experienced professionals to prepare studies and staff capacity while maintaining high customer service levels.

DISCUSSION/ANALYSIS

The Community Development Department (CDD) has current needs for specialty services and assistance. In particular, CDD is seeking on-call environmental services from consulting firms that possess the technical expertise to prepare studies, reports, and findings and determinations consistent with the California Environmental Quality Act (CEQA). Preparation of CEQA analysis is often an extremely complex and time-consuming process for public agencies. Using CEQA consultants is an efficient and effective use of resources, allowing the city to quickly access required technical

skills. On-call contracts are particularly efficient as they allow staff to quickly bring on consultant assistance for individual projects under the umbrella of pre-existing contract terms.

Due to the volume of projects requiring environmental review, the City issued a Request for Qualifications (RFQ) in October 2023 to identify consultants with expertise in CEQA review and analysis. CDD staff sought proposals to ensure that we received quality services at competitive prices.

In accordance with the City's Purchasing Rules and Regulations, Section 3.04.070, the RFQ was made available on the City's website for 14 days between October 17, 2023 and October 31, 2023. The RFQ was sent to firms known by CDD staff that provide the requested services and firms that expressed interest in receiving RFQs. In addition, the RFQ was posted on the website of the Association of Environmental Professionals.

Staff received four (4) statements of qualifications. The statements of qualifications were evaluated and ranked according to the selection criteria identified in the RFQs.

Staff is recommending the selection of two consultants for on-call environmental services: Stantec Environmental Services Inc. and Helix Environmental Planning, Inc. The agreements would be for a not-to-exceed amount of $400,000 per consultant. The consultants who were not selected for contracts were placed on a qualified list that the City can access if additional consultant capacity is needed or for projects that may be beyond the scope of the on-call agreements.

Work performed under these agreements would primarily be for complex medium to large-size private development projects. Services could also be used for city-sponsored projects where CEQA analysis is required.

Once the contracts are executed, the consultants will be used as needed and chosen for a project based on the firm's expertise. Staff would request that these firms provide a scope and budget based on the requirements for a particular project. Staff may approve one of the proposals, and issue a task order to the consultant. On-call consultants are not guaranteed work, but are available as needed for work up to the contracted amount. The other qualified firms may also be requested to bid for work on a particular project, but separate contracts would need to be prepared and approved if any of these consultants are selected.

FISCAL IMPACT

Costs associated with approved consultant task orders would be paid either from a developer deposit account associated with a reimbursement agreement for private development projects or from the City's General Fund or other appropriate fund associated with City projects that require environmental review. Budget resources for city projects would be identified prior to the task order approval.

REVIEW AND APPROVAL

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

Attachments

Draft Resolution

Stantec Consultant Consultant Services Agreement

Helix Consultant Contractual Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING CONTRACTUAL SERVICES AGREEMENTS WITH VARIOUS CONSULTANTS FOR ON-CALL ENVIRONMENTAL SERVICES.

WHEREAS, the Community Development Department issued Requests for Qualifications for On-call Environmental Services; and

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

WHEREAS, based on staff's evaluation, two were determined to be the most qualified firms to provide On-call Environmental Consulting Services; and

WHEREAS, the costs for Professional Environmental Services would be primarily recovered through reimbursement agreements as well as the existing Community Development General Fund budget;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves Contractual Services Agreements with Stantec Consulting Services, Inc and Helix Environmental Planning in an amount not to exceed $400,000 for each consultant. The contracts will expire in three years or when the not-to-exceed limit is reached, whichever occurs first.

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

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of , 2024 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and STANTEC CONSULTING SERVICES INCORPORATED ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform on-call environmental review services in connection with moderate to large development projects or policy projects. From time-to-time, the Community Development Department requires additional professional and technical expertise in environmental review and analysis. It is anticipated that a portion of the services could be provided either by an individual person or a firm.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Four Hundred Thousand and No/100 Dollars ($400,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount. This contract will expire in 3 years or when the not-to exceed limit is reached, whichever occurs first.

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 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. <u>Minimum Limits of Insurance</u>.

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. <u>Deductibles and Self-Insured Retentions</u>.

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. <u>Claims Made Policies</u>.

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. <u>LICENSES, PERMITS, ETC</u>. 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**
_____	STEVEN TURNER
Consultant	**Administrator**
Address: _____	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 _____

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

_____
_____

By _____
Consultant

Date _____

_____
Printed Name

EXHIBIT A

SCOPE OF SERVICES

Stantec will work with City staff in balancing the collection of detailed environmental data necessary to comply with CEQA while confirming the applicability and need for any additional state and federal regulatory compliance that might require more focused site analyses (e.g., historic resource evaluations). Our approach facilitates the development of a comprehensive impact analysis while simultaneously identifying the need for any future compliance and/or permit-level analysis and specific mitigation requirements, which streamlines the broader environmental compliance process. The approach outlined below focuses on CEQA and would be tailored to a specific project.

Develop Project Description and Context. Stantec will assist the City in defining the precise location and boundaries of all the components, facilities, and associated infrastructure required to construct and operate a proposed project.

Conduct Preliminary Environmental Compliance Review. After specific project element descriptions are clearly defined, Stantec conducts a preliminary environmental compliance review to determine whether the project is subject to CEQA. In this review, we will conduct a preliminary screening to determine the appropriate CEQA approach for the project.

Conduct Initial Study. In certain instances where we know early on that a proposed activity will have the potential to significantly impact the environment and that preparation of an EIR will be required, we may recommend the City to approve the preparation of an Initial Study to focus the topics of the EIR to only those with potentially significant impacts. In other circumstances, Stantec may recommend immediately proceeding with the preparation of the EIR when it is evident that the project may be controversial or have the potential for significant impacts.

Prepare EIR Documents. When there is substantial evidence via Stantec's expertise and in consultation with the City that a proposed project may have significant impacts on the environment, Stantec will provide the technical capabilities and expertise necessary to assist in preparing an EIR, including but not limited to: defining the project description; identifying project stakeholders; preparing the notice of preparation and providing a 30-day public review; conducting public scoping/stakeholder meetings; preparing technical reports and a Draft EIR for internal team review; circulating the public draft EIR for a 45-day review period; drafting responses to comments received on the draft EIR; preparing a final EIR, including responses to comments and a mitigation monitoring and reporting program; and circulating the document for (typically) a 10-day review period; preparing findings and, if necessary, overriding considerations to support a lead agency's final decision on the project.

Because the scope and requirements of CEQA documentation can vary by project type and location, we establish scopes of work and EIR methodology on a project-specific basis. Regardless of the location of a project and, whenever possible, we encourage the concept of focusing EIRs so only necessary technical areas are addressed, thus reducing both time and scope. Alternatively, we have experience preparing CEQA documentation in accordance with streamline provisions of SB 375 and SB 226.

EXHIBIT B

PAYMENT

Consultant will charge for service according to the following hourly rates, subject to change as agreed upon with the City on an annual basis:

FEE SCHEDULE

STANTEC CONSULTING SERVICES INC.	**2024 Hourly Rate**
Senior-level consultant or management	$206-295
Highly specialized technical professional or supervisor of groups of professionals	$166-205
Fully qualified and junior level professionals	$115-165

OTHER LABOR RATES

Labor rates for expert testimony, litigation support, and depositions/court appearances will be billed at a minimum of two times the above rates. If additional services are authorized during the performance of a contract, compensation will be based on the fee schedule in effect at the time the services are authorized.

DIRECT EXPENSES

• Direct expenses are billed at the amount charged, as described below, plus a 10% administration cost.
• Vehicles: current IRS reimbursable rate.
• Out-of-pocket expenses, including, but not limited to, travel, messenger service, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to Stantec.

TERMS

Compensation and direct expenses are invoiced monthly and are payable upon receipt. All labor rates will be subject to annual increases. Overtime will be charged at 1.5 times the standard billing rate.**EXHIBIT C**

QUALIFICATIONS

At Stantec, our journey is defined by over 20 years of unwavering expertise, commitment, and passion for excellence in environmental consulting and engineering services. With a global presence and a local focus, we take pride in being at the forefront of innovation, sustainability, and responsible development.

Our diverse team of skilled professionals, including project managers, engineers, planners, and scientists, brings a wealth of knowledge and experience to every endeavor. From the initial planning stages to the final implementation, we approach each project with meticulous attention to detail, ensuring alignment with environmental regulations and community aspirations. Our commitment to excellence in CEQA compliance and agency permitting allows us to streamline processes, reduce risks, and drive successful outcomes for our clients.

Throughout our journey, we have earned the trust of clients worldwide, navigating the complexities of environmental challenges and delivering tailored solutions that consistently exceed expectations. Our team has extensive experience working in the City of Newark and throughout the Bay Area on a variety of projects and CEQA document types ranging from ISMNDs for hotel projects in San Jose, to Class 32 exemptions for mixed-use projects in Redwood City, to complex EIRs at the Eastside Airfield Expansion at Moffett Federal Airfield. Additionally, our expertise extends to over 60 local public sector entitlement and environmental compliance projects in the Bay Area in just the past 5 years.

Our team thrives on repeat business, a testament to the satisfaction of our clients and the exceptional work provided by our local environmental planning team. A list of current clients that Stantec has worked with in the last 12 months is provided below. We have also reviewed the Community Development Department's online list of development activity and see the list generally includes projects that fall into one of the four following categories: infill projects, hotel projects, mixed-use residential projects, and specific plan area projects. As such, we have included similar relevant projects that our team has completed in the last 5 years. These projects demonstrate our team's ability and understanding of complex impact document preparation and management requirements. These projects also demonstrate our ability to perform legally defensible environmental impact analyses in support of the overall environmental and development review process.

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Clients Stantec has Worked with in the Last 12 Months*	
• City of Newark	• City of Vacaville
• City of San Jose	• City of Antioch
• City of Millbrae	• City of San Mateo
• City of Redwood City	• City of Fresno
• City of Daly City	• City of Suisun City
• City and County of San Francisco	• City of Hayward
• City of Santa Rosa	• City of Manteca
• City of Pittsburg	• City of Sacramento
• City of Vallejo	• City of Dublin
• City of Oakland	• City of Napa
• City of El Cerrito	• Bay Conservation and Development Commission
• City of Foster City	• Regional Water Quality Control Board
** In addition to the lead agencies listed above, Stantec's Planning and Environmental Services team has worked as first party consultants to a handful of developers in the last 12 months.*	

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of , 2024 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and HELIX ENVIRONMENTAL PLANNING INCORPORATED ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform on-call environmental services in connection with moderate to large development projects or policy projects. From time-to-time, the Community Development Department requires additional professional and technical expertise in environmental review and analysis. It is anticipated that a portion of the services could be provided either by an individual person or a firm.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Four Hundred Thousand and No/100 Dollars ($400,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount. This contract will expire in 3 years or when the not-to exceed limit is reached, whichever occurs first.

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 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. <u>Minimum Limits of Insurance</u>.

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. <u>Deductibles and Self-Insured Retentions</u>.

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. <u>Claims Made Policies</u>.

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. <u>LICENSES, PERMITS, ETC</u>. 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. <u>TERM/TERMINATION</u>.

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

20. <u>NOTICES</u>. 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:

HELIX ENVIRONMENTAL PLANNING INC.	**CITY OF NEWARK**
_____	STEVEN TURNER
Consultant	**Administrator**
Address: _____	City of Newark
_____	Attn: Steven Turner
_____	37101 Newark Boulevard
_____	Newark, CA 94560

21. <u>PARAGRAPH HEADINGS</u>. 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. <u>EXHIBITS</u>. 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 _____

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

_____
_____

By _____
Consultant

Date _____

_____
Printed Name

EXHIBIT A

SCOPE OF SERVICES

Consultants will provide environmental review services in support of moderate to large development projects or policy projects and individual task orders will be issued by the City under the on-call contract requesting a project-specific scope of work and cost estimate. Upon task order issuance, the Project Manager, Lesley Owning, will work with the City to review individual project(s) and identify the appropriate scope of work required to satisfy CEQA requirements. The scope of work and cost estimate prepared for each task order will consider the nature and size of the proposed project as well as likely resources that may be impacted by that particular project. Once under contract, HELIX staff are immediately available to commence work.

EXHIBIT B

PAYMENT

Consultant will charge for service according to the following hourly rates, subject to change as agreed upon with the City on an annual basis:

RATE SCHEDULE

Key Personnel Hourly Billing Rates

Staff Name	Role	Hourly Rate
Lesley Owning	Project Manager	$255
Patrick Britton	Principal-in-Charge	$295
Erin Gustafson, AICP	Lead Environmental Planner	$160
Julia Pano	Environmental Planner	$130
Patrick Martin	Senior Scientist	$175
Andy Pulcheon, RPA, AICP	Principal Cultural Resources Specialist	$225
Teri Delcamp	Senior Architectural Historian	$170
Martin Rolph	Air Quality/Noise Specialist	$155

EXHIBIT C

QUALIFICATIONS

HELIX has developed extensive expertise in providing on-call environmental services to local government and special district clients throughout Northern California, including the Bay Area. As a result of our work on these types of contracts, HELIX has developed an excellent reputation for completing task orders on time and within budget. The following table presents a representative sample of our experience serving as an on-call/as-needed environmental consultant.

Client Name	Dates	Service Types
City of Pittsburg, Community Development Department	2023–Present	CEQA/NEPA and technical studies
County of Contra Costa, Public Works Department	2018–Present	CEQA/NEPA, Biological and Aquatic Resources, Cultural Resources, Permitting, Habitat Restoration, Air Quality/GHG, Noise, Visual, Agricultural, Water Quality, Traffic
City of Antioch	2022–Present	Biological Services
Marin County Flood Control and Water Conservation District	2020–Present	CEQA, Permitting, Biological Resources, Biological Monitoring, Mitigation and Monitoring Reporting Arborist Surveys, Noise, Air Quality, Culture Resources
City of Hercules	2018–2022	CEQA/NEPA, Biological Resources, Cultural Resources, Water Quality, Air Quality/GHG, Noise
City of Folsom, Environmental and Water Resources Department	2017–Present	CEQA/NEPA, Biological Resources
County of El Dorado, Department of Transportation	2019–Present	CEQA/NEPA, Biological Resources, Oak Resources, Cultural Resources, Permitting, Habitat Restoration, Air Quality/GHG, Noise, Visual, Agricultural, Water Quality
County of El Dorado, Planning and Building Department	2020–2023	CEQA IS/MNDs, Peer-Review Applicant-Provided Technical Studies
San Joaquin County, Department of Public Works	2020–Present	CEQA/NEPA, Federal Highway Administration/ Caltrans and Community Development Block Grant/ Housing & Urban Development documents, Mitigation Monitoring and Reporting Programs, Regulatory Permits, Grant Applications
County of Yolo, Department of Community Services	2021–Present	Extension of Staff, Land Use and Planning Services

STAFF REPORT

Item D. 5.

DATE	03/14/2024
TO	Honorable Mayor and City Council Members
FROM	Lenka Hovorka, Assistant City Manager
SUBJECT	Adopt a resolution authorizing a legal services agreement with Redwood Public Law LLP for Kristopher J. Kokotaylo to continue serving as City Attorney

SUMMARY AND RECOMMENDATION

Current City Attorney Kristopher J. Kokotaylo is transitioning to a new law firm, Redwood Public Law LLP beginning March 15, 2024. Staff recommends that the City Council approve a resolution authorizing a legal services agreement with Redwood Public Law LLP for Kristopher J. Kokotaylo to continue serving as City Attorney.

BACKGROUND

At its December 29, 2018 meeting, the City Council appointed Mr. Kokotaylo as Interim City Attorney, and authorized a new agreement for legal services with the law firm Meyers Nave. The City Council subsequently permanently appointed Mr. Kokotaylo as City Attorney. Mr. Kokotaylo along with approximately 20 other attorneys from Meyers Nave is leaving to join Redwood Public Law LLP effective at the end of business on March 14, 2024.

DISCUSSION/ANALYSIS

Mr. Kokotaylo has been providing legal services to Newark as special counsel or City Attorney for nearly a decade. The transition to Redwood Public Law LLP will have no impact on the current day-to-day functions of the City Attorneys Office. A new legal services agreement with Redwood Public Law is being presented to allow Mr. Kokotaylo to continue serving as City Attorney. The agreement with Meyers Nave provides for a cost of living adjustment on January 1 of each year, with the last adjustment occurring in 2023. The proposed agreement with Redwood Public Law will provide that the cost of living adjustment will occur on July 1 of each year to align with the City's budget cycle. There will be no other significant change or financial impact as all substantive terms will be the same as the agreement with Meyers Nave.

FISCAL IMPACT

The proposed amendment does not change the financial terms of the legal services agreement. There is no additional cost for services as a result of making the appointment or approving this amendment.

REVIEW AND APPROVAL

Prepared by - Lenka Hovorka, Assistant City Manager
Reviewed by - Jennifer Fought, Special Counsel
Approved by - David J. Benoun, City Manager

Attachments

Memo revising attachments

Agreement - Redwood Public Law

Resolution

City of Newark

Memorandum

DATE: March 14, 2024

TO: City Council

CC: City Manager, Assistant City Manager, City Attorney

FROM: Sheila Harrington, City Clerk S.H.

SUBJECT: **D.5. Adopt a resolution authorizing a legal services agreement with Redwood Public Law LLP for Kristopher J. Kokotaylo to continue serving as City Attorney**

After distributing the City Council packet for the March 14, 2024 City Council meeting, it came to staff's attention that a minor revision is required related to the effective date of the agreement with Redwood Public Law LLP. Mr. Kokotaylo concludes his employment with Meyers Nave effective at 5:00 p.m. on March 14. Thus, to address Mr. Kokotaylo's ability to continue operating as City Attorney (including during the City Council meeting this evening) necessitates a minor revision to the proposed resolution and legal services agreement to reflect an effective date of March 14, 2024 at 5:01 p.m.

As a result, Staff recommends that the City Council approve the resolution and legal services agreement with the additional revisions reflected in the attached Exhibit.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING A LEGAL SERVICES AGREEMENT WITH REDWOOD PUBLIC LAW LLP FOR KRISTOPHER J. KOKOTAYLO TO CONTINUE SERVING AS CITY ATTORNEY

WHEREAS, the City Council of the City of Newark appointed Kristopher J. Kokotaylo as Interim City Attorney on December 29, 2018 and subsequently appointed Mr. Kokotaylo as City Attorney; and

WHEREAS, Mr. Kokotaylo has been providing legal services to the City of Newark through the law firm of Meyers Nave; and

WHEREAS, Mr. Kokotaylo is leaving Meyers Nave to join Redwood Public Law LLP effective at 5:00 p.m. on March 14, 2024; and

WHEREAS, Mr. Kokotaylo possesses the education, qualifications and experience necessary to serve as City Attorney; and

WHEREAS, the City Council desires to have Mr. Kokotaylo continue serving as City Attorney through an agreement with Redwood Public Law LLP; and

WHEREAS, Kristopher J. Kokotaylo has previously taken the oath of office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the Mayor to execute an agreement with Redwood Public Law LLP, effective 5:01 p.m. on March 14, 2024 and in a form approved by outside counsel, for Kristopher J. Kokotaylo to continue serving as City Attorney and provide other legal services as necessary.

66 Franklin Street
Suite 300
Oakland, California 94607

Redwood
Public Law

Office: 510-877-5840
info@redwoodpubliclaw.com
redwoodpubliclaw.com

March 7, 2024

Mayor and City Council
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Re: Engagement of Legal Services

Dear Mayor and City Council:

Thank you for retaining Redwood Public Law LLP ("Redwood") to perform legal services in connection with the City of Newark. We appreciate the opportunity to serve as your lawyers and look forward to our continued work together.

This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement**. We will provide the legal services reasonably required to represent and advise you as City Attorney starting at 5:01 p.m. on March 14, 2024 until terminated by either party pursuant to paragraph 5. As City Attorney, I will regularly update the City Council and City Manager on all the major projects being handled by the City Attorney's Office and the attorney or attorneys working on them. I am authorized by this agreement to decide which attorney should perform particular legal services for the City, in consultation with the City Manager, including special counsel services. All work to be performed by Redwood is within the scope of this agreement. A scheduled presence of the City Attorney or other attorney from Redwood at City Offices may be requested by the City Manager. Redwood will update City Council and City Manager on all major projects handled by the City Attorney's Office or by outside firms contracted to do work for the City, respond to emails within several hours and aim to complete routine contracts and assignments within 24 hours.

2. **Fees and Personnel**. As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for attorneys and paralegals are attached as Attachment 1.

I will be the attorney in charge of representing your interests. If other attorneys and/or paralegals are assigned to work on your matter, the then current hourly rates of those individuals will be utilized. This agreement retains the legal services of our law firm and not of a particular attorney. However, pursuant to this agreement, I will serve as City Attorney. Initial rates will be as follows for the

following attorneys: Kristopher J. Kokotaylo: $327/hour; Alex Mog: $321/hour. Hourly rates are subject to reasonable change at the beginning of each year.

3. **Disbursements and Expenses**. In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 2.

4. **Billing and Payment Responsibilities**. We will send monthly statements which are due within 30 days of receipt. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

5. **Termination of Services**. You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

6. **Insurance**. During the term of this engagement, this law firm shall take out and maintain general liability and property damage insurance in amounts not less than $1,000,000; professional errors and omissions insurance, in amounts not less than $2,000,000 per occurrence; and $4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

7. **No Guarantee of Outcome**. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

8. **Dispute Resolution**. In the event you become dissatisfied with any aspect of our relationship, we encourage you to bring such concerns to our attention immediately. If we are unable to resolve any dispute, either arising out of or in connection with this agreement or

relating to the services performed by our firm or any of its attorneys, to our mutual satisfaction, our firm will first comply with any mandatory dispute resolution procedures that may apply to any such dispute.

If we are unable to resolve any dispute, and after mandatory dispute resolution procedures have been waived or exhausted, the parties shall submit such dispute to final and binding arbitration in Alameda County, California before the American Arbitration Association, pursuant to its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum.

By signing this agreement, you acknowledge and agree that you have read and understand this arbitration provision. You understand that by agreeing to arbitration we each give up the right to present our claims or defenses for trial by a judge or jury, and we also give up the right to an appeal. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

9. Document Retention. In the course of our representation, you may provide us with and we may obtain documents that are relevant to the representation. Some of those documents may be important to you and so that there is no confusion we find that it is useful at the inception of the representation for us to communicate our Document Retention Policy. Redwood is committed to using less paper and eliminating unnecessary copies of documents. This helps us manage information, helps the environment and helps us control costs. The materials pertaining to this matter belong to you and you may access them or have duplicates provided to you at any time during your representation with the exception of certain Redwood firm and accounting information. At the conclusion of this matter, no further representation will be provided and we recommend that you make arrangements to retrieve all original documents.

It is the firm's general policy that we maintain records for a period of seven (7) years after conclusion of the matter, although due to certain practical considerations that is not always possible. Additionally, while we take steps to ensure that all records are held in strict confidence and maintained in a secure location, we cannot guarantee that something beyond our control will not occur resulting in damage to client records.

Thus, if in the course of our representation you provide us with original documents that you consider important or desire to keep, we recommend that, first, you inform us in writing that the documents are important. And second, we ask that you take immediate possession of such documents upon the conclusion of our representation. If we do not hear from you, we will generally retain only the documents and materials pertaining to this matter which we designate as vital for a period of seven

years. After which such documents will be destroyed unless, before that time, you notify us in writing that you wish to take possession of them.

10. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

11. Joint Representation. Our firm maintains of counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of our firm, it is necessary that you consent to dual representation by our firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

12. Conflicts. Our firm represents many public agencies in California. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from City of Newark.

In view of the fact that City of Newark is a Public Entity, this letter confirms that the services which we are rendering to you are limited in scope and for the benefit of City of Newark only. Redwood performs a variety of professional services for its clients and it is possible that we will represent public agency clients which are adverse to you on other matters. To avoid potential problems, you agree that you expressly waive any actual or potential conflicts that might arise from such representation, that you will not attempt to disqualify Redwood on such matters, and that our firm is free to represent its clients on such matters.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that City of Newark does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of City of Newark, and that City of Newark waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. You further confirm that City of Newark will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,

Kristopher J. Kokotaylo
Attorney at Law

These terms are accepted and agreed to as of the date of this letter.

City of Newark

By: _____
Michael Hannon, Mayor

Approved as to Form:

_____
Jennifer Faught, Special Counsel

ATTACHMENT 1

REDWOOD PUBLIC LAW LLP
RATE SHEET

	General Counsel	Special Services Enterprise and LEG	Cost Recovery and Litigation
Principals	$376-$452	$403-$496	$457-$578
Of Counsel	$321-$403	$338-$414	$403-$514
Associates	$310-$348	$321-$365	$327-$431
Paralegals	$191	$202	$191-$224

The particular rates charged within the above ranges will depend on the experience of the attorney and the subject matter.

There will be no charge for travel time.

Our rates adjust every July 1st by the greater of 3% or the relevant local CPI increase over the prior 12 month period.

ATTACHMENT 2

REDWOOD PUBLIC LAW LLP
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding $100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, telephone charges, postage, mileage and other administrative expenses.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, outside research services, filing fees, expert witness and expert consultant fees.

For any unresolved matters related to fees, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

66 Franklin Street
Suite 300
Oakland, California 94607

Redwood
Public Law

Office: 510-877-5840
info@redwoodpubliclaw.com
redwoodpubliclaw.com

March 7, 2024

Mayor and City Council
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Re: Engagement of Legal Services

Dear Mayor and City Council:

Thank you for retaining Redwood Public Law LLP ("Redwood") to perform legal services in connection with the City of Newark. We appreciate the opportunity to serve as your lawyers and look forward to our continued work together.

This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. Scope of Engagement. We will provide the legal services reasonably required to represent and advise you as City Attorney starting March 15, 2024 until terminated by either party pursuant to paragraph 5. As City Attorney, I will regularly update the City Council and City Manager on all the major projects being handled by the City Attorney's Office and the attorney or attorneys working on them. I am authorized by this agreement to decide which attorney should perform particular legal services for the City, in consultation with the City Manager, including special counsel services. All work to be performed by Redwood is within the scope of this agreement. A scheduled presence of the City Attorney or other attorney from Redwood at City Offices may be requested by the City Manager. Redwood will update City Council and City Manager on all major projects handled by the City Attorney's Office or by outside firms contracted to do work for the City, respond to emails within several hours and aim to complete routine contracts and assignments within 24 hours.

2. Fees and Personnel. As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for attorneys and paralegals are attached as Attachment 1.

I will be the attorney in charge of representing your interests. If other attorneys and/or paralegals are assigned to work on your matter, the then current hourly rates of those individuals will be utilized. This agreement retains the legal services of our law firm and not of a particular attorney. However, pursuant to this agreement, I will serve as City Attorney. Initial rates will be as follows for the

following attorneys: Kristopher J. Kokotaylo: $327/hour; Alex Mog: $321/hour. Hourly rates are subject to reasonable change at the beginning of each year.

3. Disbursements and Expenses. In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 2.

4. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

5. Termination of Services. You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

6. Insurance. During the term of this engagement, this law firm shall take out and maintain general liability and property damage insurance in amounts not less than $1,000,000; professional errors and omissions insurance, in amounts not less than $2,000,000 per occurrence; and $4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

7. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

8. Dispute Resolution. In the event you become dissatisfied with any aspect of our relationship, we encourage you to bring such concerns to our attention immediately. If we are unable to resolve any dispute, either arising out of or in connection with this agreement or

relating to the services performed by our firm or any of its attorneys, to our mutual satisfaction, our firm will first comply with any mandatory dispute resolution procedures that may apply to any such dispute.

If we are unable to resolve any dispute, and after mandatory dispute resolution procedures have been waived or exhausted, the parties shall submit such dispute to final and binding arbitration in Alameda County, California before the American Arbitration Association, pursuant to its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum.

By signing this agreement, you acknowledge and agree that you have read and understand this arbitration provision. You understand that by agreeing to arbitration we each give up the right to present our claims or defenses for trial by a judge or jury, and we also give up the right to an appeal. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

9. Document Retention. In the course of our representation, you may provide us with and we may obtain documents that are relevant to the representation. Some of those documents may be important to you and so that there is no confusion we find that it is useful at the inception of the representation for us to communicate our Document Retention Policy. Redwood is committed to using less paper and eliminating unnecessary copies of documents. This helps us manage information, helps the environment and helps us control costs. The materials pertaining to this matter belong to you and you may access them or have duplicates provided to you at any time during your representation with the exception of certain Redwood firm and accounting information. At the conclusion of this matter, no further representation will be provided and we recommend that you make arrangements to retrieve all original documents.

It is the firm's general policy that we maintain records for a period of seven (7) years after conclusion of the matter, although due to certain practical considerations that is not always possible. Additionally, while we take steps to ensure that all records are held in strict confidence and maintained in a secure location, we cannot guarantee that something beyond our control will not occur resulting in damage to client records.

Thus, if in the course of our representation you provide us with original documents that you consider important or desire to keep, we recommend that, first, you inform us in writing that the documents are important. And second, we ask that you take immediate possession of such documents upon the conclusion of our representation. If we do not hear from you, we will generally retain only the documents and materials pertaining to this matter which we designate as vital for a period of seven

years. After which such documents will be destroyed unless, before that time, you notify us in writing that you wish to take possession of them.

10. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

11. Joint Representation. Our firm maintains of counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of our firm, it is necessary that you consent to dual representation by our firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

12. Conflicts. Our firm represents many public agencies in California. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from City of Newark.

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By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that City of Newark does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of City of Newark, and that City of Newark waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. You further confirm that City of Newark will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,

Kristopher J. Kokotaylo
Attorney at Law

These terms are accepted and agreed to as of the date of this letter.

City of Newark

By: _____
Michael Hannon, Mayor

Approved as to Form:

_____
Jennifer Faught, Special Counsel

ATTACHMENT 1

REDWOOD PUBLIC LAW LLP
RATE SHEET

	General Counsel	Special Services Enterprise and LEG	Cost Recovery and Litigation
Principals	$376-$452	$403-$496	$457-$578
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Associates	$310-$348	$321-$365	$327-$431
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The particular rates charged within the above ranges will depend on the experience of the attorney and the subject matter.

There will be no charge for travel time.

Our rates adjust every July 1st by the greater of 3% or the relevant local CPI increase over the prior 12 month period.

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STATEMENT OF FEE AND BILLING INFORMATION

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To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding $100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, telephone charges, postage, mileage and other administrative expenses.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, outside research services, filing fees, expert witness and expert consultant fees.

For any unresolved matters related to fees, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING A LEGAL SERVICES AGREEMENT WITH REDWOOD PUBLIC LAW LLP FOR KRISTOPHER J. KOKOTAYLO TO CONTINUE SERVING AS CITY ATTORNEY

WHEREAS, the City Council of the City of Newark appointed Kristopher J. Kokotaylo as Interim City Attorney on December 29, 2018 and subsequently appointed Mr. Kokotaylo as City Attorney; and

WHEREAS, Mr. Kokotaylo has been providing legal services to the City of Newark through the law firm of Meyers Nave; and

WHEREAS, Mr. Kokotaylo is leaving Meyers Nave to join Redwood Public Law LLP effective at the end of business on March 14, 2024; and

WHEREAS, Mr. Kokotaylo possesses the education, qualifications and experience necessary to serve as City Attorney; and

WHEREAS, the City Council desires to have Mr. Kokotaylo continue serving as City Attorney through an agreement with Redwood Public Law LLP; and

WHEREAS, Kristopher J. Kokotaylo has previously taken the oath of office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the Mayor to execute an agreement with Redwood Public Law LLP, effective March 15, 2024 and in a form approved by outside counsel, for Kristopher J. Kokotaylo to continue serving as City Attorney and provide other legal services as necessary.

STAFF REPORT

Item D. 6.

DATE	03/14/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Mid-year Budget Review and adopt a resolution amending the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council, by Resolution, amend the 2022-2024 Biennial Budget and Capital Improvement Plan for the Fiscal Year (FY) 2024 according to the recommended amendments for each fund presented as Exhibit A.

The total projected year-end General Fund revenues are $80.6 million, and projected expenditures are $78.8 million. For FY 2024, staff estimates a General Fund year-end surplus of $200,000 after transfers. This year-end surplus is $4.9 million more favorable than the anticipated $4.7 million deficit in the Amended Budget and $300,000 below the prior fiscal year.

Revenue Sources	FY 2023 Actual	FY 2024 Amended Budget	FY 2024 Projection
PROPERTY TAX	28.6	28.9	30.5
SALES TAX	17.4	14.9	15.2
MEASURE GG	8.2	6.1	7.3
TRANSIENT OCCUPANCY TAX	4.9	3.9	5.3
UTILITY USERS TAX	4.2	3.3	4.4
OTHER TAXES	2.2	2.1	2.0
LICENSES PERMITS & FEES	10.5	10.2	10.5
OTHER REVENUES	3.9	2.2	5.4
TOTAL REVENUES	79.9	71.6	80.6

Expenditures by Category	FY 2023 Actual	FY 2024 Amended Budget	FY 2024 Projection
PERSONNEL	37.2	39.6	40.3
NON-PERSONNEL EXPENDITURES	16.4	19.3	20.8
ACFD FIRE SERVICES	11.8	12.7	12.9
CIVIC CENTER DEBT PAYMENTS	6.1	6.1	4.8
TOTAL EXPENDITURES	71.5	77.7	78.8
NET OPERATING RESULTS BEFORE TRANSFERS	**$ 8.40**	**$ (6.10)**	**$ 1.80**
TRANSFERS IN [(a)]	1.3	1.4	17.4
TRANSFERS OUT [(b)]	9.2	-	7.0
PENSION/OPEB ADP & SECTION 115 TRUST [(c)]	-	-	12.0
NET OPERATING RESULTS AFTER TRANSFERS	**$ 0.50**	**$ (4.70)**	**$ 0.20**

(a) From Special Revenue Fund 234 for the Police analytics software (FY 2024 = $100K).

(a) From Pension/OPEB Reserve Fund 103 for a planned Section 115 Trust (FY 2024 = $12M).

(a) From ARPA Fund 382 (FY 2024 = $5.3M).

(b) To Capital Improvement Fund 610 for the maintenance of capital projects (FY 2024 = $7M).

(c) Payment for establishment of planned Section 115 Trust (FY 2024 = $12M).

Each year, as part of the mid-year budget review process, Staff reports on trends and actions subsequent to adopting the Biennial Budget and addresses any newly identified budget changes anticipated before the end of the fiscal year (June 30).

This report analyzes the unaudited financial status of the City's General Fund revenues and expenditures. In addition, it provides year-end projections based on actual data through the second quarter of FY 2024 and these projections are compared to the Amended Budget.

A summary of significant amendments to the General Fund operating budget for FY 2024 include:

1. Increase General Fund major revenue sources such as Property Tax ($1.6M), Sales Tax ($1.5M), TOT ($1.4M), and UUT ($1.1M) revenues to better align the budget with current projections and economic updates.
2. Increase Franchise Fees by $463 thousand to better align the budget with current projections and economic updates.
3. Increase Recreation Program Fees by $789 thousand to better align the budget with current projections and economic updates.
4. Increase investment earnings to better align the budget with current projections and economic updates ($3.5M).
5. Increase appropriation for Information Technology Cybersecurity software subscriptions ($197K).
6. Increase appropriation for the purchase of Information Technology software and licenses ($58K).
7. Increase appropriation for Information Technology Cloud storage costs ($18K).
8. Increase appropriation for the additional annual cost of Microsoft 365 subscription ($178K).
9. Add appropriation for Organizational Development ($38K).
10. Add appropriation for the Employee Coaching & Development ($58K)
11. Add appropriation for the Compensation & Benefits Study by Baker Tilly ($26K)
12. Add appropriation for the contract with City Managers Advisor for Executive recruitments ($60K).
13. Add appropriation for the contract with GVP Ventures for Executive recruitment ($60K).
14. Add appropriation for establishment of the Emergency Services Division ($94K).
15. Add appropriation for Police Scheduling Software ($41K).
16. Increase appropriation for Alameda County Fire Contract cost of living adjustments ($182K).
17. Increase appropriation for storm water inspection services ($108K).
18. Increase appropriation for utilities ($220K).

Notable transfers and one-time payments include:

- Transfer In of $12 million from the Pension Reserve to establish a planned Section 115 Trust dedicated to prefunding employer contributions to the City's defined benefit pension plan. Before making this transfer, staff will present this item to Council at a separate meeting.
- Transfer In of $5.3 million from the ARPA Fund to reimburse the City for ARPA-eligible expenditures.
- Transfer Out of $7 million from the General Fund for capital and maintenance projects.

Other minor amendments and associated details are in the attachment, Exhibit A.

BACKGROUND

The City Council adopted the 2022-2024 Biennial Budget and Capital Improvement Plan on June 23, 2022. Budget amendments occur throughout the year when unanticipated events result in an increase or decrease in revenue projections and appropriations. Regular practice is to present mid-year budget amendments to the City Council for consideration.

During the mid-year budget review, updates are made to the available City resources based on 1) the audited financial statements for the FY 2023 (which was presented to the City Council on January 11, 2024), 2) the City's unaudited financial position through the second quarter of FY 2024, and 3) year-end projections based on the most recent economic trends.

DISCUSSION/ANALYSIS

FY 2024 is the second year of the City's biennial budget cycle. As part of the mid-year review process, a number of amendments are proposed to align budgeted revenues and expenditures with the most current information. These amendments are identified where changes have occurred since adopting the Biennial Budget in June 2022.

Economic Indicators

Inflation, as measured by the year-over-year (YoY) change in the consumer price index (CPI) rose slightly to 3.4% in December, mainly due to higher shelter and energy costs. This is a drop from the previous 12-month average annual inflation rate, which from January through December 2022 was 6.4%. The next inflation rate is scheduled for release on March 14, and the rate of inflation over the 12 months ending February 2023 will be presented.

Meanwhile, core CPI (which excludes food and energy) crept down to 3.9% and marked the first time since 2021 that core CPI came in below 4%.

The second estimate of gross domestic product (GDP) for the fourth quarter showed that the U.S. economy grew at an annual rate of 3.2% in the fourth quarter of 2023. The increase in the fourth quarter primarily reflected increases in consumer spending, state and local government spending, and federal government spending that were partly offset by a decrease in private inventory investment.

The labor market remains as strong as ever. January’s job growth gains were 333 thousand, the largest in over a year. Wage growth remains robust and has now outpaced CPI for eight consecutive months, while the unemployment rate of 3.7% remains near all-time lows.

The City’s median household income has consistently been significantly higher than both the California State and the United States medians. According to the United States Census Bureau, Newark’s median household income is $159,465 compared to the Alameda County median income of $167,357.

Persistently high mortgage rates continue to keep California’s housing market flat as home sales fell for the fourth consecutive month in September, while the median price

rose from the year-ago level for the third straight month to record its largest year-over-year gain in more than a year.

September's statewide median home price was $843,340, down 1.9% from August and up 3.2% from a year ago. Prices are likely to experience monthly declines in the next couple of months, following the traditional seasonal pattern. Positive year-over-year price growth is expected to persist through the remainder of the year as housing supply is expected to remain tight.

General Fund: Operating Revenues

The Fiscal Year 2024 mid-year report includes projections for all General Fund revenue sources. Overall, General Fund revenues are estimated at $80.6 million, a slight increase of $700 thousand (1%) from FY 2023 and $9 million (13%) above the FY 2024 Amended Budget. This report includes recommended amendments to bring the budgeted revenue estimates more in line with current projections.

The following table provides revenue comparisons for FY 2024. The year-end projections are compared to the Amended Budget and to the FY 2023 Actuals.

Revenue Sources	FY 2023 Actual	FY 2024 Amended Budget	FY 2024 Projection
PROPERTY TAX	28.6	28.9	30.5
SALES TAX	17.4	14.9	15.2
MEASURE GG	8.2	6.1	7.3
TRANSIENT OCCUPANCY TAX	4.9	3.9	5.3
UTILITY USERS TAX	4.2	3.3	4.4
OTHER TAXES	2.2	2.1	2.0
LICENSES PERMITS & FEES	10.5	10.2	10.5
OTHER REVENUES	3.9	2.2	5.4
TOTAL REVENUES	79.9	71.6	80.6

Property Taxes

The General Fund's largest revenue source, property tax, is estimated at $30.5 million and is performing 5.5% ($1.6 million) higher than the Amended Budget, with expected growth of 6.6% ($1.9 million) over the prior year.

Property tax revenue is generally the most stable source of revenue due to a combination of higher assessed valuations on properties due to ownership changes and annual inflation adjustments allowed under Proposition 13. Under Proposition 13, the annual real estate tax on a parcel of property is limited to 1% of its assessed value. This assessed value may be increased only by a maximum of 2% per year until, and unless, the property has a change of ownership. Increases in assessed values are often related to changes in ownership and new development.

The information provided by the Alameda County Assessor indicates the assessed value for the FY 2024 tax roll for Newark increased a net 10.7%, which is higher than the countywide average increase of 7.11%. The 10.7% increase reflects growth in both

the secured and unsecured assessed valuation, coupled with an increase in new construction during the calendar year 2022.

Property tax receipts lag the transactions by 12–18 months. Property Tax distributions from the County are largely received in December, March, and April. The Fiscal Year 2024 values were set as of January 1, 2023, and based on sales and new construction during the calendar year 2023. Even though growth in the number of home sales slowed, sale prices remain high due to low inventory.

Staff reviewed the estimates using the information provided by the County Assessor's office and recommend an increase of $1.6 million to the property tax budget at this time.

Sales Tax
Sales tax, constituting the General Fund's second-largest revenue source, is projected to be $22.5 million (Bradley-Burns 1% = $15.2 million and Measure GG = $7.3 million), which is $3.1 million (12%) less than last fiscal year and $1.5 million (7%) higher than the Amended Budget.

Newark's receipts from July through September were 11.1% below the third sales period in 2022. Excluding reporting aberrations, actual sales were down 18.8%.

Reporting anomalies in new motor vehicles are falsely exaggerating the decline in the autos-transportation group, which would otherwise be down about 15% because of a closure in the used vehicle category. Building materials were down from slowing in prices for construction supplies. In the business-industry group, one-time spikes were hidden by closures in warehouse/farm/construction equipment and office equipment.

A one-time use-tax allocation in the fuel-service stations group offset the decline in service stations, which were down as prices of fuel fell back to a more normal level.

Fluctuations in point of sale for other agencies in the county helped to keep the city's pool allocation positive.

Measure GG benefited from locals purchasing new motor vehicles as well as increases in online shopping, but the above-mentioned led to the negative results.

Net of aberrations, taxable sales for all of Alameda County declined 9.9% over the comparable time period; the Bay Area was down 3.1%.

Staff reviewed the estimates with the City's sales tax consultants HdL and recommends an increase of $300 thousand to the Bradley Burns sales tax budget and an increase of $1.2 million to the Measure GG half-cent sales tax revenue at this time.

Transient Occupancy Tax (TOT)
The City has eleven hotels (ALoft Silicon Valley, Chase Suites, Wyndham Garden, Courtyard by Marriott, DoubleTree Hilton, E-Z8 Motel, Homewood Suites Hilton, Newark Residence Inn by Marriott, Staybridge Suites, SpringHill Suites by Marriott, and

Hyatt Place Newark which opened recently). These hotels remit a 10% transient occupancy tax (TOT) to the City. The most recent average occupancy rate is 74.1%, compared to 66.4% at the end of June 2023. While business and leisure travel continue to improve post-pandemic, the projected year-end TOT revenue of $5.3 million is still under pre-pandemic levels, which was $6.7 million in FY 2019.

Staff recommends increasing the TOT revenues by $1.4 million.

Utility Users Tax (UUT)
The City of Newark imposes a UUT on the use of cable, electric, gas, wired telecom, and wireless telecom services at a rate of 3.25%, and is projected to be $4.4 million at the end FY 2024. Generating about 5% of the General Fund revenues, this projection is 33% (1.1 million) above the budget, but slightly short of last fiscal year's $4.2 million. The budgeted amount factored in a combination of service delivery and consumption pattern changes, where these changes may result in higher or lower gross receipts from utility providers.

Given the slight increase in year-end projections compared to the adopted budget, staff is recommending a $1.1 million increase to the current budget level.

Licenses, Permits, and Fees
This category includes recreation fees, franchise fees, animal licenses, construction permits, encroachment permits, and building permits. The Licenses, Permits & Fees category is projected to end the year at $10.5 million, which is $300 thousand below the Amended Budget.

The City collects Franchise Fees from utility service providers for the use of city streets and rights-of-way. Franchise fees are currently received on cable TV, garbage, electricity, and natural gas. Historically, franchise payments are not remitted equally throughout the fiscal year: therefore, mid-year receipts are not necessarily predictive of year-end actuals. Total Franchise Fee revenues are projected to be $4.9 million, a $479 thousand (11%) increase from the Amended Budget and $140 thousand (3%) higher than last fiscal year.

License, Permits, and Fees are projected at $3.6 million, which is $578 thousand (14%) below the Amended Budget of $4.2 million and $409 thousand (10%) less than prior year actuals of $4.0 million. These revenues include zoning review fees, code enforcement fees, and construction, encroachment, and building permits. Notable decreases compared to the prior fiscal year are in code enforcement fees, public works street and curb permit fees, engineering review fees, and building plan review fees. This decrease reflects the drop in issued permits between the comparative periods (896 permits from July 2023 through January 2024, and 1,120 permits from July 2022 through January 2023).

Recreation charges for services are projected to be $2.1 million, which is an increase of $336 thousand (19%) compared to the prior fiscal year, and $460 thousand (29%) higher than the adopted budget of $1.6 million. This increased projection of recreation revenue is based on increases across revenue-generating activities in the Silliman

Aquatic Center, Licensed Childcare, and General Recreation Services. Likewise, Building Rentals and Concessions revenue is also higher over the last fiscal year due to the increase in post-pandemic activity.

Staff recommend increasing the Recreation Program Fees budget by $460 thousand based on current trends.

Investment Income

Investment income reflects the largest general fund revenue increase of the prior year and was $1.8 million through December, compared to the prior year's $404 thousand for the same time period. To take advantage of higher interest rates, the City invested funds from the general checking and sweep accounts into the California Asset Management Program (CAMP). As of December 2023, CAMP's rate was 5.5% and LAIF was 3.929%. The current projection for FY 2024 investment income is $3.6 million.

Staff recommend increasing the investment earnings budget by $3.5 million.

General Fund: Expenditures (Appropriations)

The following table provides through second-quarter actual expenditure comparisons and compares the Fiscal Year 2023 actual results with the FY 2024 Amended Budget and Staff's FY 2024 mid-year estimate for year-end.

Expenditures by Category	FY 2023 Actual	FY 2024 Amended Budget	FY 2024 Projection
PERSONNEL	37.2	39.6	40.3
NON-PERSONNEL EXPENDITURES	16.4	19.3	20.8
ACFD FIRE SERVICES	11.8	12.7	12.9
CIVIC CENTER DEBT PAYMENTS	6.1	6.1	4.8
TOTAL EXPENDITURES	71.5	77.7	78.8
NET OPERATING RESULTS BEFORE TRANSFERS	**$ 8.40**	**$ (6.10)**	**$ 1.80**
TRANSFERS IN [(a)]	1.3	1.4	17.4
TRANSFERS OUT [(b)]	9.2	-	7.0
PENSION/OPEB ADP & SECTION 115 TRUST [(c)]	-	-	12.0
NET OPERATING RESULTS AFTER TRANSFERS	**$ 0.50**	**$ (4.70)**	**$ 0.20**

(a) From Special Revenue Fund 234 for the Police analytics software (FY 2024 = $100K).

(a) From Pension/OPEB Reserve Fund 103 for a planned Section 115 Trust (FY 2024 = $12M).

(a) From ARPA Fund 382 (FY 2024 = $5.3M).

(b) To Capital Improvement Fund 610 for the maintenance of capital projects (FY 2024 = $7M).

(c) Payment for establishment of planned Section 115 Trust (FY 2024 = $12M).

The General Fund expenditures for FY 2024 are projected to be $78.8 million at the end of the fiscal year, not including transfers and one-time only payments.

The projected $78.8 million of expenditures for FY 2024 are $1.1 million (1%) above the Amended Budget largely as a result of increased costs due to increases in hourly rates for consulting and professional services. In addition, the Adopted Budget was prepared using a 1.5% cost-of-living adjustment (COLA), while the actual COLA was 3%. The increase in salary expenditures and overtime has been largely offset by salary savings from vacancies mainly in the Police Department as hiring challenges continue, similar to other cities nationwide.

Internal Services Funds:
The Internal Service Funds include Equipment Maintenance, Building Maintenance, and Office Support. The revenues in these funds are derived from charges to the departments and divisions receiving their services. There are mid-year amendments to add budgets for these revenues.

Optimism and Prudence Spending
The City's major revenue sources for FY 2023 are more favorable than initially projected when Council approved the original FY 2022-2024 budget. In summary, the total projected year-end General Fund revenues are $80.6 million, and projected expenditures are $78.8 million, not including transfers and one-time payments. For FY 2023, Staff estimate a General Fund year-end surplus of $200 thousand after transfers. The projected FY 2024 year-end surplus is $4.9 million more favorable than the anticipated $4.7 million deficit in the Amended Budget.

Staff will continue conservative fiscal planning efforts and closely monitor the General Fund revenue sources.

FISCAL IMPACT

The recommended amendments included in the mid-year review increase or decrease the Fiscal Year 2024 budgeted revenues, appropriations, and available resources of various funds as presented in Exhibit A.

REVIEW AND APPROVAL

Prepared by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution
FY 2024 Mid-Year Exhibit A

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan was adopted by the City Council via Resolution No. 11,379 on June 23, 2022; and

WHEREAS, as part of the mid-year budget review for Fiscal Year 2024, staff has identified and proposed changes to the budget since the original adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2022-2024 Biennial Budget and Capital Improvement Plan of the City of Newark" adopted by Resolution No. 11,379 on June 23, 2022, and subsequently amended by resolutions, is hereby amended as set forth in Exhibit A attached.

Exhibit A

Mid-year Budget Amendments for Fiscal Year 2024

General Fund:						**Increase**	**Decrease**
110	00	000	000	4010	PTAX SECURED (CURRENT)	1,233,000	
110	00	000	000	4011	PTAX SECURED (CURRENT VLF)	546,000	
110	00	000	000	4012	PTAX UNSECURED (CURRENT)		(91,000)
110	00	000	000	4013	PTAX SECURED (PRIOR YEAR)		(36,000)
110	00	000	000	4014	PTAX UNSECURED (PRIOR YEAR)	30,000	
110	00	000	000	4015	PTAX (SUPPLEMENTAL)	111,000	
110	00	000	000	4017	PTAX (RDA)		(231,000)
110	00	000	000	4020	SALES & USE TAX	308,000	
112	00	000	000	4021	MEASURE GG TRANSACTIONS AND USE TAX	1,141,000	
110	00	000	000	4030	TRANSIENT OCCUPANCY TAX	1,372,000	
110	00	000	000	4101	FRANCHISE FEES SOLID WASTE	311,000	
110	00	000	000	4101	FRANCHISE FEES GAS & ELECTRIC	31,000	
110	00	000	000	4101	FRANCHISE FEES CABLE & VIDEO	121,000	
110	00	000	000	4880	INVESTMENT EARNINGS	3,507,000	
110	00	000	000	5510	Establish a Section 115 Trust	12,000,000	
110	00	000	000	5530	CalPERS - OPEB Contribution	252,000	
110	20	020	200	6221	Security Guards Services -Yosh Enterprises	21,000	
110	21	021	200	6150	Office 365 Backup - GHA Tech.	15,000	
110	21	021	200	6150	Netmotion Secure Mobile Access - GHA Tech.	5,000	
110	21	021	200	6150	NetFile Renewal	5,000	
110	21	021	200	6150	Social Media Archiving - Archievesocial	5,000	
110	21	021	200	6150	MS 365 Agreement - Dell Marketing	178,000	
110	21	021	200	6150	Project Planning Software - Monday.com	13,000	
110	21	021	200	6150	Council Agenda Software - Destiny Agenda Quick Software	8,000	
110	21	021	200	6150	Survey Monkey - Momentive	14,000	
110	21	021	200	6150	Axero Intranet	22,000	
110	21	021	200	6150	Citizens Platform - Text My Gov Software	8,000	
110	21	021	200	6150	Unified IT Monitoring - Connectwise	22,000	
110	21	021	200	6150	Online Meeting Software - Zoom	15,000	
110	21	021	200	6150	Adobe Licenses - Dell Marketing	25,000	

Exhibit A

Mid-year Budget Amendments for Fiscal Year 2024

110	21	021	200	6150	Fortinet Security - OPTIV Security	17,000
110	21	021	200	6150	Meraki Cloud Licensees - Govconnection	4,000
110	21	021	200	6150	Cybersecurity	124,000
110	21	021	200	6150	Adobe Licenses - Govconnection	27,000
110	21	021	200	6150	DLT Solution AutoDesk	7,000
110	21	021	200	6150	James Hughes - Secure Cloud Backup	14,000
110	21	021	200	6150	Cisco Smart Net/DSP - SaiTech	25,000
110	21	021	200	6150	Active Directory - Govconnection	27,000
110	21	021	200	6440	TRAVEL/LODGING/MEALS	11,000
110	21	021	200	6450	TRAINING & EDUCATION	20,000
110	22	022	200	6150	Esign Document - Accountsight	5,000
110	22	022	200	6160	Employee Service Awards Lunch - SM Broadway Corp. Double Tree	10,000
110	22	022	200	6220	Conflict & Culture Asessment - 34th Street	40,000
110	22	022	200	6220	DOJ-Fingerprinting Fees	7,000
110	22	022	200	6220	Pre-employment Medical Exams - Permanete Medical Group	9,000
110	22	022	200	6220	Cobra Administration Fees - Navia	14,000
110	22	022	200	6220	Employee LIfe and AD&D Coverage	12,000
110	22	022	200	6220	Employee Coaching - Edward Everett	11,000
110	22	022	200	6220	Pre-employment Psy Screening - Jocelyn Roland	15,000
110	22	022	200	6220	Communication Training - Pamela Miller	7,000
110	22	022	200	6220	Executive Recruitments - City Management Advisors	60,000
110	22	022	200	6220	Executive Recruitments - GVP Ventures	60,000
110	22	022	200	6220	Compensation & Benefit Study - Baker Tilly	26,000
110	22	022	200	6455	Employee Coaching - Martin Municipal Coaching	14,000
110	22	022	200	6455	ORGANIZATIONAL DEVELOPMENT - PRIDE Values & NED Talks	24,000
110	26	026	200	6110	Emergency Sevices Operating Supplies	8,000
110	26	026	200	6120	EOC SPECIAL DEPARTMENT SUPPLIES	42,000
110	26	026	200	6220	EOC CONSULTANTS	12,000
110	26	026	200	6430	EOC MEMBERSHIP & DUES	2,000
110	26	026	200	6440	EOC TRAVEL/LODGING/MEALS	15,000
110	26	026	200	6450	EOC TRAINING & EDUCATION	15,000

Exhibit A

Mid-year Budget Amendments for Fiscal Year 2024

110	30	030	300	6150	Public Safety Strategic Advisory Services - SoundThinking Inc.	19,000	
110	30	030	300	6150	PD Scheduling Software - InTime	41,000	
110	30	030	300	6150	RIMS Dispatch Software - SunRidge Systems	7,000	
110	30	031	310	6150	Parking Citation Administration - Pheonix Group	16,000	
110	30	032	320	6150	Public Safety Operations Management Platform - Peregrine	100,000	
110	30	032	320	6150	Investigation Solutions - Cell Hawk	6,000	
110	30	032	320	6150	Visual Investigation Solutions - FirstTwo	5,000	
110	30	033	330	6220	AI Investigation Software - Lynx Tech	6,000	
110	40	040	400	6221	ACFD Contract - COLA increases	182,000	
110	50	051	510	6210	ADVERTISING - SFMade	5,000	
110	50	051	510	6430	MEMBERSHIP & DUES - EastBay EDA/Joint Venture Silicon Valley	18,000	
112	80	080	800	6220	PROFESSIONAL SERVICES - HdL Audit Services	7,000	
115	00	000	000	4040	UTILITY USERS TAX	1,057,000	
120	60	061	611	6120	SPECIAL DEPARTMENT SUPPLIES - Engineering Design and Supplies	3,000	
120	60	061	611	6440	TRAVEL/LODGING/MEALS - Engineering Trainings	6,000	
120	60	062	620	6220	PROFESSIONAL SERVICES - Bldg Inspection Services	15,000	
130	70	072	720	4183	RECR-SILLIMAN CONTRACT CLASSES	200,000	
130	70	073	730	4182	RECR-SILLIMAN CENTER - GENERAL ADMISSION	258,000	
130	70	073	732	4891	SILLIMAN CENTER RENTALS	155,000	
130	70	079	790	4180	RECR-GENERAL RECREATION SERVICES	176,000	
140	60	064	612	6300	UTILITIES - Streetlights	220,000	
140	60	063	631	6220	Construction Demolition Prgm Consulting	10,000	
140	60	063	631	6440	TRAVEL/LODGING/MEALS - Waste Management Trainings	2,000	
140	60	063	631	6450	TRAINING & EDUCATION - Waste Management Trainings	1,000	
140	60	063	632	6220	PROFESSIONAL SERVICES - Storm Water Inspection Services	108,000	
140	60	063	632	6440	TRAVEL/LODGING/MEALS - Environmental Services Trainings	5,000	
140	60	064	642	6120	SPECIAL DEPARTMENT SUPPLIES - Street Repair Supplies	30,000	
GF				3000	UNAPPROPRIATED FUND BALANCE	24,661,000	(358,000)

Exhibit A

Mid-year Budget Amendments for Fiscal Year 2024

Special Revenue Funds:						**Increase**	**Decrease**
215	60	063	631	4730	MEASURE D REVENUE	9,000	
215	60	063	631	6220	Recycling & Waste Consultants - EchoHero & Gigantic Idea Studio	98,000	
234	30	030	300	6221	First Responder Wellness - Mindbase	54,000	
826	60	068	681	6220	CONSULTANT/PROFESSIONAL SERVICES	2,000	
SRF				3000	UNAPPROPRIATED FUND BALANCE	163,000	-

LLDs						**Increase**	**Decrease**
401	60	068	682	4164	LLD ASSESSMENT CHARGES	59,000	
401	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	32,000	
401	60	068	682	6300	UTILITIES	6,000	
402	60	068	682	4164	LLD ASSESSMENT CHARGES	38,000	
402	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	22,000	
402	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	11,000	
402	60	068	682	6300	UTILITIES	6,000	
404	60	068	682	4164	LLD ASSESSMENT CHARGES	167,000	
404	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	3,000	
404	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	7,000	
406	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	9,000	
407	60	068	682	4164	LLD ASSESSMENT CHARGES	37,000	
407	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	6,000	
407	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	13,000	
407	60	068	682	6300	UTILITIES	36,000	
411	60	068	682	4164	LLD ASSESSMENT CHARGES	40,000	
411	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	9,000	
411	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	26,000	
415	60	068	682	4164	LLD ASSESSMENT CHARGES	8,000	
415	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	3,000	
415	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	2,000	
415	60	068	682	6300	UTILITIES	1,000	
416	60	068	682	4164	LLD ASSESSMENT CHARGES	29,000	
416	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	6,000	
416	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	5,000	

Exhibit A

Mid-year Budget Amendments for Fiscal Year 2024

416	60	068	682	6300	UTILITIES	16,000	
417	60	068	682	4164	LLD ASSESSMENT CHARGES	9,000	
417	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	2,000	
417	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	3,000	
417	60	068	682	6300	UTILITIES	5,000	
418	60	068	682	4164	LLD ASSESSMENT CHARGES	16,000	
418	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	4,000	
418	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	10,000	
419	60	068	682	4164	LLD ASSESSMENT CHARGES	171,000	
419	60	068	682	6220	CONSULTANT/PROFESSIONAL SERVICES	26,000	
419	60	068	682	6221	GENERAL CONTRACTUAL SERVICES	25,000	
419	60	068	682	6300	UTILITIES	2,000	
LLDs				3000	UNAPPROPRIATED FUND BALANCE	870,000	-

Capital Project Funds:

						Increase	Decrease
623	90	092	920	6220	PROFESSIONAL SERVICES - On call planning services	88,000	
625	50	052	520	6220	PROFESSIONAL SERVICES - RCS Impact Fee Study	71,000	
626	20	020	200	6221	GENERAL CONTRACTUAL SERVICES - Public Art Consultant	47,000	
Capital Funds				3000	UNAPPROPRIATED FUND BALANCE	206,000	-

Internal Service Funds

						Increase	Decrease
701	00	000	000	4980	ISF CHARGES FROM DEPARTMENTS - Internal service revenue	700,000	
703	00	000	000	4980	ISF CHARGES FROM DEPARTMENTS - Internal service revenue	600,000	
704	00	000	000	4980	ISF CHARGES FROM DEPARTMENTS - Internal service revenue	2,800,000	
705	00	000	000	4980	ISF CHARGES FROM DEPARTMENTS - Internal service revenue	100,000	
706	00	000	000	4980	ISF CHARGES FROM DEPARTMENTS - Internal service revenue	2,800,000	
707	00	000	000	4980	ISF CHARGES FROM DEPARTMENTS - Internal service revenue	800,000	
ISF				3000	ISF CHARGES FROM DEPARTMENTS - Internal service revenue	7,800,000	-

Exhibit A

Mid-year Budget Amendments for Fiscal Year 2024

Transfers:					*** All Transfers are up to the amount proposed.**	**DR**	**CR**
103	00	000	000	9999	TRANSFER OUT - Establishment of Section 115 Trust (Fund 110)	12,000,000	
110	00	000	000	4999	TRANSFER IN - Establishment of Section 115 Trust (Fund 103)		12,000,000
234	00	000	000	9999	TRANSFER OUT - To GF (Fund 110) for Police Analytic Software (Peregrine)	100,000	
110	00	000	000	4999	TRANSFER IN - From AB74 Special Revenue Fund 234		100,000
382	00	000	000	9999	TRANSFER OUT - ARPA (Fund 110)	3,841,961	
110	00	000	000	4999	TRANSFER IN - ARPA (Fund 382)		3,841,961
382	00	000	000	9999	TRANSFER OUT - ARPA (Fund 120)	643,000	
120	00	000	000	4999	TRANSFER IN - ARPA (Fund 382)		643,000
382	00	000	000	9999	TRANSFER OUT - ARPA (Fund 130)	546,000	
130	00	000	000	4999	TRANSFER IN - ARPA (Fund 382)		546,000
382	00	000	000	9999	TRANSFER OUT - ARPA (Fund 140)	240,000	
140	00	000	000	4999	TRANSFER IN - ARPA (Fund 382)		240,000
110	00	000	000	9999	TRANSFER OUT - Capital/Maintenance Projects (Fund 610)	7,000,000	
610	00	000	000	4999	TRANSFER IN - Capital/Maintenance Projects (Fund 110)		7,000,000
112	00	000	000	9999	TRANSFER OUT - Civic Center Debt Service (Fund 503)	4,818,000	
503	00	000	000	4999	TRANSFER IN - Measure GG for Center Debt Service (Fund 112)		4,818,000

STAFF REPORT

Item F. 1.

DATE	03/14/2024
TO	Honorable Mayor and City Council Members
FROM	Alysia Reyes, Junior Engineer
SUBJECT	Presentation of design concepts for Citywide Parks Signage Program, Project 1272

SUMMARY AND RECOMMENDATION

Citywide Park Signage Program – Phase 1, Project 1272 would develop standards for the City's park signage to include the monument signage, marquee signage for Mel Nunes Sportsfield Park and plaque signage for dedications. The City's on-call consultant for landscape architectural services, Verde Design, Inc., has developed three design concepts for all park identification signs throughout the City for the City Council's consideration.

Phase 2 of the Citywide Park Signage Program would consist of the fabrication and installation of the park signs. Phase 2 is currently unfunded but will be considered for funding with 2024-2026 Biennial Budget and Capital Improvement Plan with Park Impact Fees. If funded, installation of signs is anticipated to occur in July 2024.

Staff is seeking direction from the City Council on a preferred park signage design concept.

BACKGROUND

Citywide Park Signage Program – Phase 1, Project 1272 was approved and funded as part of the 2020-2022 Biennial Budget and Capital Improvement Plan. In September 2023, the City's on-call landscape architectural consultant, Verde Design, Inc., was tasked with developing a new standard design for all park identification signs throughout the City. Several design concepts for potential use have been developed. Phase 2 of the project, which would involve the fabrication and installation of the new signs, is currently unfunded but will be considered for inclusion and funding as part of the 2024-2024 Biennial Budget and Capital Improvement Plan using Park Impact Fees.

DISCUSSION/ANALYSIS

Verde Design was first tasked with inventorying all City parks and their frontage to review existing signage and site conditions. Based on this initial sign inventory, the Project team recommends the installation of new signs at the following City parks:

- Bayside Newark Grand Park
- Birch Grove Park
- Byington Park
- Civic Center Park
- Community Center Park
- George M. Silliman Recreation Complex
- Jerry Raber Ash Street Park
- Lakeshore Park
- Mayhews Landing Park
- Mel Nunes Sportsfield Park
- Mirabeau Park
- Musick Park
- Sanctuary Village Park
- Shirley Sisk Grove Park
- Susan Johnson Bridgepointe Park

Verde Design worked with environmental branding and architectural signage sub-consultant GNU Group to develop three park signage design concepts with the goal of creating a consistent look and feel across the parks as well as a clear and visible identification for each park. As a result, the concept designs took inspiration from each park's character, history, and the Newark brand. The concept design materials also took into consideration the potential environmental exposure effects, vandalism, maintenance, and replacement operations associated with the signs.

Staff is now seeking feedback and input from the City Council on a preferred park signage design concept option. After the selection of the preferred design concept, Verde Design will be tasked with the preparation of preliminary and final construction documents for the installation of new signs at each of the identified park locations. Installation of the signs is anticipated to begin in July 2024 pending approval and funding of the Project’s construction phase with the 2024-2026 Biennial Budget and Capital Improvement Plan.

FISCAL IMPACT

There is no fiscal impact. This is an informational item only. Final construction cost for the project will depend on the design concept selected and the final number of signs installed at each City park.

REVIEW AND APPROVAL

Prepared by - Alysia Reyes, Junior Engineer
Reviewed by - Diana Cangco, Principal Civil Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Presentation

Citywide Park Signage Program Design Concepts

City Council: March 14, 2024

Goals that Drive Design

1

Design a **fresh and unique** and **"on-brand"** look at how Newark can **identify and celebrate** the many parks around the City

2

Create a **consistent "look and feel"** across the **wide variety of parks and environments** where these signs will be located

3

Develop a **functional design** that provides **clear and visible** identification for each park

Goals that Drive Design

4

Explore how the **unique character or history** of each park can be **integrated and celebrated**

5

Ensure the **designs and specifications** can hold up to **exterior environmental conditions** and minimize the effects of **vandalism**

6

Create a design that can be **easily maintained and or replaced** by City of Newark **Public Works Department** employees

Newark Visual Brand

NEWARK
california

NEWARK
california

NEWARK
c a l i f o r n i a

NEWARK
c a l i f o r n i a
Public Works Department - Engineering

Reflex Blue
R—0
G—20
B—137

Gold
R—180
G—155
B—86

Unique visual brand detail to celebrate Newark

NEWARK
california

Newark Parks

Bayside Newark Grand Park
Birch Grove Park
Byington Park
Civic Center Park
Community Center Park
George M. Silliman Recreation Complex
Jerry Raber Ash Street Park
Lakeshore Park
Mayhews Landing Park
Mel Nunes Sportsfield Park
Mirabeau Park
Musick Park
Sanctuary Village Park
Shirley Sisk Grove Park
Susan Johnson Bridgepointe Park

Existing Conditions

Existing Conditions

Concept 01

Concept 01

ELEVATION & TOP VIEW
Scale: ½” = 1’ – 0”

MONUMENT SIZE
Approx. 4’ T x 12’ W x 1’ D

Concept 01

ELEVATION & TOP VIEW
Scale: ½” = 1’ – 0”

MONUMENT SIZE
Approx. 5’ T x 4’ W x 1’ D

Concept 01

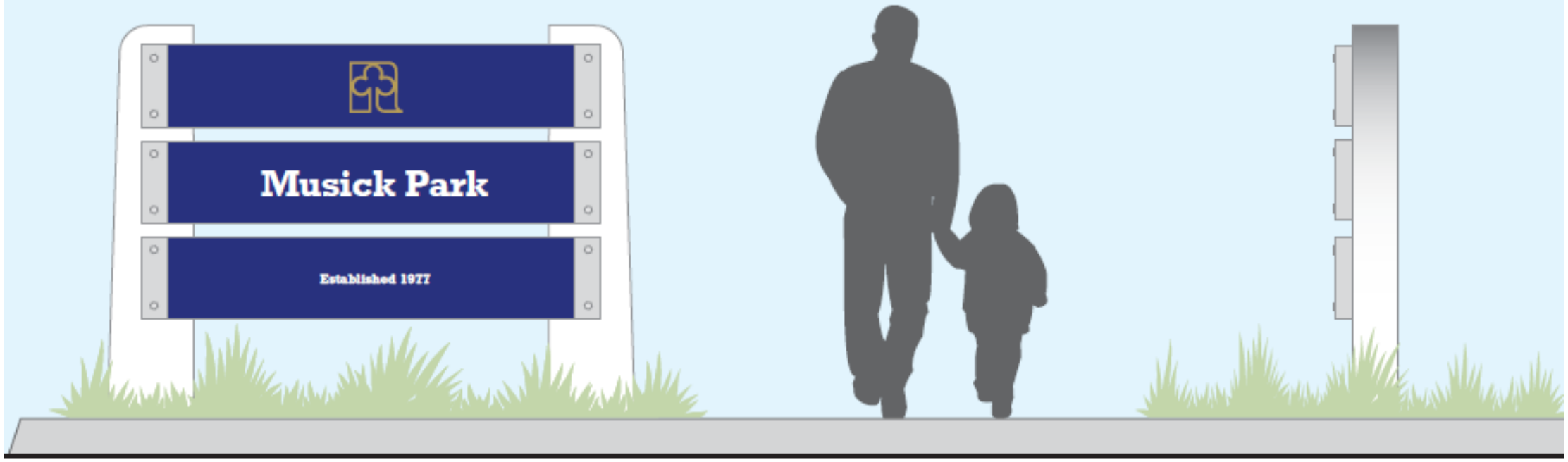
Concept 02

Concept 02

ELEVATION & TOP VIEW
Scale: ½” = 1’ – 0”

MONUMENT SIZE
Approx. 5’-4” T x 13’-4” W x 1’ D

Concept 02



ELEVATION & TOP VIEW
Scale: ½” = 1’ – 0”

MONUMENT SIZE
Approx. 5’-6” T x 7’-3” W x 1’ D

Concept 02

NEWARK
california

Concept 03

Concept 03

ELEVATION & TOP VIEW
Scale: ½” = 1’ – 0”

MONUMENT SIZE
Approx. 4’ T x 13’-6” W x 1’-9” D

Concept 03

ELEVATION & TOP VIEW
Scale: ½” = 1’ – 0”

MONUMENT SIZE
Approx. 4’-6” T x 6’-3” W x 1’-6” D

Concept 03

City of Newark
Mayhews Landing Park

City of Newark
Byington
Park

Discussion

Large Monument
+/- $20,800.00
Small Monument
+/- $16,250.00

Concept 01

Large Monument
+/- $20,150.00
Small Monument
+/- $16,250.00

Concept 02

Concept 03

Large Monument
+/- $17,550.00
Small Monument
+/- $13,000.00

NEWARK
california

Thank you