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 28, 2024
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Proclaiming March 28, 2024 as Arbor Day in Newark

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 March 14, 2024, special and regular meeting minutes

3. Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with Francisco & Associates, Inc. for the administration of the City's Landscaping and Lighting Districts and other Special Financing District Administration Services

4. Adopt a resolution approving a second amendment to the Contractual Services Agreement with Gachina Landscape Management, Inc. to increase the contractual not-to-exceed amount for additional landscape maintenance services through the term of the contract and amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan

5. Adopt a resolution authorizing the City Manager to execute a three-year contract with Siemens Industry, Inc. for fire life safety program support at the Newark Civic Center and at all City-owned facilities

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Waive full reading and introduce by title only an ordinance repealing and replacing Chapter 15.40 Construction In Flood Hazard Areas of Title 15 of the Newark Municipal Code to align with the updated FEMA National Flood Insurance Program requirements

2. Presentation of the Technology Master Plan

3. Presentation of the 2023 Community Survey Results

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.

1. Resolution approving the reappointment of Senior Advisory Committee Members

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 851 1802 4065 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 B. 1.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclaiming March 28, 2024 as Arbor Day in Newark

In recognition of our continued dedication and commitment to the management of tree resources, the City of Newark has been named a Tree City U.S.A. for the thirty-seventh consecutive year by the National Arbor Day Foundation. An effective urban tree management program requires an ongoing maintenance program, along with a program of renewal that includes planting new trees. In celebration of Arbor Day, a public tree planting will be held before the City Council meeting, at approximately 6:15 pm at Civic Center Park, located at 6300 Civic Terrace Avenue, near the playground.

A member of the Public Works Department will accept the proclamation at the meeting.

Attachments

Proclamation

PROCLAMATION NO. 1910

ARBOR DAY

WHEREAS, the first Arbor Day was celebrated in 1872 to promote the reforestation of the plains of Nebraska, and by the year 1920 more than 45 states and territories observed Arbor Day; and

WHEREAS, Arbor Day will be observed in the City of Newark on March 28, 2024; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, enhance the environment by providing habitat for animals, purify the air, and beautify our community; and

WHEREAS, Arbor Day promotes tree appreciation and conservation, tree planting, and tree care; and

WHEREAS, the City of Newark has recognized the value of the thousands of specimen trees within the City limits, and has consistently supported the planting and maintenance of approximately 13,000 trees on public property;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, do hereby proclaim March 28, 2024, as

ARBOR DAY

in Newark and urge all residents to support efforts to protect our trees and woodlands and to support our City's urban forestry program.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item D. 1.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 02.29.24
Audited Demands 03.07.24

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 02/29/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	02/29/2024	10588	Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		247.86
	Invoice	Date	Description		Check Sort Code	Amount
	E0311921	02/05/2024	EMPLOYEE ASSISTANT PROGRAM (EAP)-MARCH 2024			247.86
Check	02/29/2024	10589	Accounts Payable	AIRGAS USA, LLC		98.69
	Invoice	Date	Description		Check Sort Code	Amount
	5505754186	01/31/2024	CYL ACETYLENE RENTAL 01/31/24			98.69
Check	02/29/2024	10590	Accounts Payable	AMS.NET		1,344.45
	Invoice	Date	Description		Check Sort Code	Amount
	0072481	11/20/2023	MERAKI INDOOR DUAL-BAND OMNI ANTENNIAS			162.06
	0072658	11/22/2023	NEW CONDUIT RUN PD			329.36
	0069189	12/05/2023	POLICE DEPARTMENT WAP			853.03
Check	02/29/2024	10591	Accounts Payable	APPLIED LANDSCAPE MATERIALS, INC.		27,790.00
	Invoice	Date	Description		Check Sort Code	Amount
	14568	02/05/2024	APPLY SB1383 COMPLIANT COMPOSTED MULCH			27,790.00
Check	02/29/2024	10592	Accounts Payable	BAY CENTRAL PRINTING		171.76
	Invoice	Date	Description		Check Sort Code	Amount
	197908	02/06/2024	BUSINESS CARD IMPRINTING - VUONG			85.88
	197915	02/06/2024	BUSINESS CARD IMPRINTING - VICE MAYOR FREITAS			85.88
Check	02/29/2024	10593	Accounts Payable	CLEARS, INC.		175.00
	Invoice	Date	Description		Check Sort Code	Amount
	121223WARE	12/12/2023	CLEARS MEMBERSHIP 2024 - TREVOR WARE			50.00
	020124WALKER	02/01/2024	CLEARS MEMBERSHIP 2024 - WENDY WALKER			50.00
	121223BECK	12/12/2023	CLEARS MEMBERSHIP 2024 - JEREMY BECK			75.00
Check	02/29/2024	10594	Accounts Payable	APRO LLC		20.00
	Invoice	Date	Description		Check Sort Code	Amount
	010124-013124	01/31/2024	CAR WASH 01/01-01/31/24			20.00
Check	02/29/2024	10595	Accounts Payable	CHILDCARE CAREERS, LLC		311.60
	Invoice	Date	Description		Check Sort Code	Amount
	688202	02/16/2024	SUBSTITUTE TEACHER FOR CHILDCARE 02/09/24			311.60
Check	02/29/2024	10596	Accounts Payable	FIX FITNESS LLC		2,148.36

	Invoice	Date	Description	Check Sort Code	Amount
	1491	02/14/2024	GYM EQUIPMENT REPAIR 02/14/24		2,148.36
Check	02/29/2024	10597 Accounts Payable	CINTAS CORP		2,685.08
	Invoice	Date	Description	Check Sort Code	Amount
	JAN'24	01/31/2024	UNIFORM/MATS JANUARY 2024		2,685.08
Check	02/29/2024	10598 Accounts Payable	PECKHAM & MCKENNEY		18,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	3	02/21/2024	PROFESSIONAL FEE INVOICE POLICE CHIEF RECRUITMENT		9,000.00
	2	01/22/2024	PROFESSIONAL FEE INVOICE POLICE CHIEF RECRUITMENT		9,000.00
Check	02/29/2024	10599 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		3,690.50
	Invoice	Date	Description	Check Sort Code	Amount
	112-2401036	02/10/2024	AWS ACCESS FEE JANUARY 2024		3,690.50
Check	02/29/2024	10600 Accounts Payable	ALHAMBRA		323.08
	Invoice	Date	Description	Check Sort Code	Amount
	15734365021324	02/13/2024	WATER SERVICE 01/23 - 02/02/24		323.08
Check	02/29/2024	10601 Accounts Payable	FEHR & PEERS		18,409.13
	Invoice	Date	Description	Check Sort Code	Amount
	172719	02/13/2024	TASK ORDER #9 - TRUCK REROUTING STUDY 12/30-01/26/24		903.00
	172698	02/13/2024	TASK ORDER #10 - ACTIVE TRANSPORTATION PLAN 12/30-01/26/24		17,506.13
Check	02/29/2024	10602 Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	431252	02/14/2024	CATALYTIC CONVERTER SERVICE 02/14/24		100.00
Check	02/29/2024	10603 Accounts Payable	FREMONT FORD		315.38
	Invoice	Date	Description	Check Sort Code	Amount
	430965	02/15/2024	FLEET SERVICE VEH 1003 2/15/24		315.38
Check	02/29/2024	10604 Accounts Payable	GEOCON CONSULTANTS, INC.		3,265.00
	Invoice	Date	Description	Check Sort Code	Amount
	223080424	08/29/2023	GEO-TECH CONSULTING SERVICES - SMITH SINKHOLE (THROUGH 08/06/23)		205.00
	223090413	09/26/2023	GEO-TECH CONSULTING SERVICES - SMITH SINKHOLE (THROUGH 09/03/23)		3,060.00
Check	02/29/2024	10605 Accounts Payable	GHD INC.		2,288.75
	Invoice	Date	Description	Check Sort Code	Amount
	380-0045944	02/14/2024	ON-CALL TRAFFIC ENGINEERING SERVICES (THROUGH 01/27/24)		2,288.75
Check	02/29/2024	10606 Accounts Payable	GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.		56,591.29
	Invoice	Date	Description	Check Sort Code	Amount
	11941	09/30/2023	REIMBURSABLES AND PROFESSIONAL SERVICES RENDERED THRU 9/30/23		11,333.44
	11962	10/31/2023	REIMBURSABLES AND PROFESSIONAL SERVICES RENDERED THRU 10/31/23		21,714.08

	12023	11/30/2023	REIMBURSABLES AND PROFESSIONAL SERVICES RENDERED THRU 11/30/23			9,157.50
	12077	12/31/2023	REIMBURSABLES AND PROFESSIONAL SERVICES RENDERED THRU 12/31/23			14,386.27
Check	02/29/2024	10607 Accounts Payable	JOSH HORST			6,468.03
	Invoice	Date	Description		Check Sort Code	Amount
	030124ADPP	02/07/2024	ADPP - 03/01-03/31/24			6,468.03
Check	02/29/2024	10608 Accounts Payable	INTIME SERVICES			17,424.00
	Invoice	Date	Description		Check Sort Code	Amount
	12440	12/14/2023	INTIME SUBSCRIPTION 01/01-12/31/24			17,424.00
Check	02/29/2024	10609 Accounts Payable	JOCELYN E. ROLAND			475.00
	Invoice	Date	Description		Check Sort Code	Amount
	22458	01/19/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -12/29/23			475.00
Check	02/29/2024	10610 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC			1,481.12
	Invoice	Date	Description		Check Sort Code	Amount
	55Y1430024	01/29/2024	COPIER LEASE YEAR 2 OF 5 - OVERAGES 12/21-01/20/24			1,481.12
Check	02/29/2024	10611 Accounts Payable	KBA DOCUMENT SOLUTIONS			4,734.71
	Invoice	Date	Description		Check Sort Code	Amount
	152645	01/23/2024	LEASE PAYMENT 1900869002 - 01/15/24 - 02/14/24			4,734.71
Check	02/29/2024	10612 Accounts Payable	KNORR SYSTEMS INTERNATIONAL			829.89
	Invoice	Date	Description		Check Sort Code	Amount
	226243	02/08/2024	SILLIMAN LEAKING LINES 2/6/24			829.89
Check	02/29/2024	10613 Accounts Payable	L.N. CURTIS & SONS			256.77
	Invoice	Date	Description		Check Sort Code	Amount
	INV789636	02/06/2024	UNIFORM ACCESSORIES			256.77
Check	02/29/2024	10614 Accounts Payable	LAKESHORE LEARNING MATERIALS			907.98
	Invoice	Date	Description		Check Sort Code	Amount
	204095020624	02/06/2024	APA FOR CRAFTS SUPPLIES			907.98
Check	02/29/2024	10615 Accounts Payable	LEE DISPLAY WEST INC			1,600.00
	Invoice	Date	Description		Check Sort Code	Amount
	19036532533	12/12/2023	INDOOR TREE-CITY HALL 12/12/23			1,600.00
Check	02/29/2024	10616 Accounts Payable	LPC SERVICES, INC.			175.00
	Invoice	Date	Description		Check Sort Code	Amount
	72654	01/19/2024	PEST SERVICES - CITY HALL #102699 1/19/24			175.00
Check	02/29/2024	10617 Accounts Payable	MEYERS NAVE			1,480.40
	Invoice	Date	Description		Check Sort Code	Amount
	214192	02/15/2024	LEGAL SERVICES - CENTRAL AVENUE OVERPASS 01/24			65.40
	214188	02/15/2024	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 1/31/24			1,010.00
	215104	02/15/2024	LEGAL SVCS FOR SANCTUARY WEST - ADDT'L SVCS THRU 1/31/24			405.00
Check	02/29/2024	10618 Accounts Payable	MIKE YORKS INVESTIGATIONS			1,350.00
	Invoice	Date	Description		Check Sort Code	Amount

	2023-66	01/12/2024	BACKGROUND INVESTIGATIONS 10/26/23-01/14/24			1,350.00
Check	02/29/2024	10619 Accounts Payable	MILLER MANAGEMENT & CONSULTING GROUP			5,737.80
	Invoice	Date	Description		Check Sort Code	Amount
	2024-0216-03	02/16/2024	EFFECTIVE COMMUNICATION/COMMUNICATION STYLES TRAINING 02/09/24			5,737.80
Check	02/29/2024	10620 Accounts Payable	MNS ENGINEERS INC			6,287.64
	Invoice	Date	Description		Check Sort Code	Amount
	85481	02/14/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 01/24			6,287.64
Check	02/29/2024	10621 Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD			6,047.50
	Invoice	Date	Description		Check Sort Code	Amount
	123075501	01/26/2024	TASK ORDER NO. 1 - 2024 STREET LIST DEVELOPMENT - 01/24			6,047.50
Check	02/29/2024	10622 Accounts Payable	PLAN JPA			42.00
	Invoice	Date	Description		Check Sort Code	Amount
	PLAN-2024-0160	02/07/2024	GENERAL LIABILITY PREMIUM FY23/24-JANUARY 2024			42.00
Check	02/29/2024	10623 Accounts Payable	ROADRUNNER GLASS DOOR, INC			2,722.39
	Invoice	Date	Description		Check Sort Code	Amount
	13155	02/12/2024	GLASS SERVICE-OLD LIBRARY 2/12/24			1,005.95
	12626	11/03/2023	SENIOR CENTER GLASS REPLACEMENT 9/6/23			1,716.44
Check	02/29/2024	10624 Accounts Payable	ROSS-CAMPBELL, INC.			3,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	24-3646-3	01/08/2024	SB1383 HOLIDAY ORGANICS OUTREACH CAMPAIGN			3,000.00
Check	02/29/2024	10625 Accounts Payable	RUGGERI-JENSEN-AZAR			277.00
	Invoice	Date	Description		Check Sort Code	Amount
	92413	02/14/2024	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 01/24			277.00
Check	02/29/2024	10626 Accounts Payable	RUTAN & TUCKER, LLP			472.50
	Invoice	Date	Description		Check Sort Code	Amount
	980170	12/12/2023	AREA 4 CEQA - SVCS THRU 11/30/23			472.50
Check	02/29/2024	10627 Accounts Payable	DOUBLETREE BY HILTON NEWARK-FREMONT			9,702.37
	Invoice	Date	Description		Check Sort Code	Amount
	35971	02/19/2024	2024 EMPL SRVC AWARDS LUNCHEON, VENUE RENTAL & CATERING 2/16/24			9,702.37
Check	02/29/2024	10628 Accounts Payable	LINCOLN AQUATICS			842.47
	Invoice	Date	Description		Check Sort Code	Amount
	SL045519	01/25/2024	POOL CHEMICALS			842.47
Check	02/29/2024	10629 Accounts Payable	S.B.R.P.S.T.C.			150.00
	Invoice	Date	Description		Check Sort Code	Amount
	160710INV	02/22/2024	DRIVING PSP COURSE-LOSIER 2/28/24			150.00
Check	02/29/2024	10630 Accounts Payable	STATE OF CALIFORNIA			416.58

	Invoice	Date	Description	Check Sort Code	Amount
	PPE 2.17.24	02/22/2024	GARNISH - CASE 569116649 - 2/4/24-2/17/24		416.58
Check	02/29/2024	10631 Accounts Payable	MARY TEIXEIRA		54.70
	Invoice	Date	Description	Check Sort Code	Amount
	021124EXP	02/11/2024	EXPENSE REIMBURSEMENT- CANDY ROSES FOR EMPLOYEE SERVICE AWARDS		54.70
Check	02/29/2024	10632 Accounts Payable	TEMPERATURE TECHNOLOGY INC.		1,679.18
	Invoice	Date	Description	Check Sort Code	Amount
	I2986	02/08/2024	PD HVAC REPAIR 2/8/24		1,679.18
Check	02/29/2024	10633 Accounts Payable	TIREHUB, LLC		1,070.53
	Invoice	Date	Description	Check Sort Code	Amount
	39159111	12/18/2023	TIRES-EAGLE ENFORCER		675.49
	38941123	12/07/2023	TIRES-EAGLE ENFORCER		395.04
Check	02/29/2024	10634 Accounts Payable	JENNIFER TRAN		44.62
	Invoice	Date	Description	Check Sort Code	Amount
	0102-013124EXP	01/31/2024	MILEAGE REIMBURSEMENT 01/02-01/31/24		44.62
Check	02/29/2024	10635 Accounts Payable	TURF STAR, INC.		787.28
	Invoice	Date	Description	Check Sort Code	Amount
	7318503-02	02/07/2024	FLEET SUPPLIES-LH FRONT LIFT ARM ASM		787.28
Check	02/29/2024	10636 Accounts Payable	TYLER TECHNOLOGIES, INC.		780.00
	Invoice	Date	Description	Check Sort Code	Amount
	045-453751	01/24/2024	CONTRACT MANAGEMENT IMPLEMENTATION AND TRAINING 1/17/24		780.00
Check	02/29/2024	10637 Accounts Payable	ULINE		1,810.37
	Invoice	Date	Description	Check Sort Code	Amount
	173922721	02/01/2024	SUPPLIES FOR HIRING FAIR		1,810.37
Check	02/29/2024	10638 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS		55,599.73
	Invoice	Date	Description	Check Sort Code	Amount
	022224STMT	02/22/2024	CC PAYMENT 02/22/24		55,599.73
Check	02/29/2024	10639 Accounts Payable	UTILITY TELECOM GROUP, LLC		21,637.03
	Invoice	Date	Description	Check Sort Code	Amount
	JAN '24	01/16/2024	TELEPHONE & NETWORK PROVIDER - JAN '24		21,637.03
Check	02/29/2024	10640 Accounts Payable	VISTA UNIVERSAL INC		559.87
	Invoice	Date	Description	Check Sort Code	Amount
	T517458	02/15/2024	LIGHTING SERVICES 2/15/24		559.87
Check	02/29/2024	10641 Accounts Payable	CHRISTI WAYBRIGHT		6,583.63
	Invoice	Date	Description	Check Sort Code	Amount
	030124ADPP	02/26/2024	ADPP - 03/01-03/31/24		6,583.63
Check	02/29/2024	10642 Accounts Payable	WEISSMAN'S DESIGNS FOR DANCE		5,616.12
	Invoice	Date	Description	Check Sort Code	Amount

	244196634	01/30/2024	DANCE COSTUMES			146.36
	244202639	02/01/2024	DANCE COSTUMES			5,469.76
Check	02/29/2024	10643 Accounts Payable	WEST COAST ARBORISTS INC			46,593.65
	Invoice	Date	Description		Check Sort Code	Amount
	210941	02/20/2024	STREET TREE MAINTENANCE 01/16/24-01/31/24			18,216.15
	210967	02/21/2024	PARK TREE MAINTENANCE 01/16/24-01/31/24			5,831.85
	210976	02/08/2024	BIRCH GROVE PARK TREE SERVICES 01/10/24-02/08/24			22,545.65
Check	02/29/2024	10644 Accounts Payable	FIGUEROA , LAN			1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-1551	02/21/2024	ENCP2023-0270 RFND			1,000.00
EFT	02/29/2024	903 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052		16,508.75
	Invoice	Date	Description		Check Sort Code	Amount
	16013	12/31/2023	TELECOM CONSULTING 10/1-12/31/23			16,508.75
EFT	02/29/2024	904 Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272		56,160.92
	Invoice	Date	Description		Check Sort Code	Amount
	74924855	01/24/2024	MERAKI LICENSES			3,762.00
	74848323	12/28/2023	ADOBE LICENSES RENEWAL			26,068.92
	74845044	12/27/2023	SEMPERIS AD SECURITY - 1 YEAR			26,150.00
	74799369	12/12/2023	DISPATCH REPLACEMENT COMPUTERS APPROVAL 2024-04			180.00
EFT	02/29/2024	905 Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802		42.00
	Invoice	Date	Description		Check Sort Code	Amount
	153316	02/22/2024	TOTAL PET PLAN - FEBRUARY 2024 PREMIUMS			42.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 60			$427,385.46

Checks:	57	$354,673.79
EFTs:	3	$72,711.67

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Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 03/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	03/07/2024	10645	Accounts Payable	AFLAC		1,104.30
	Invoice		Date	Description	Check Sort Code	Amount
	964486		02/29/2024	AFLAC - FEBRUARY 2024 PREMIUMS		1,104.30
Check	03/07/2024	10646	Accounts Payable	AIS TRUST ACCOUNT NEWPORT		4,920.00
	Invoice		Date	Description	Check Sort Code	Amount
	2571437		02/09/2024	FY 24/25 UAV INSURANCE POLICY RENEWAL - 1/28/24-1/28/25		4,920.00
Check	03/07/2024	10647	Accounts Payable	APPLIED LANDSCAPE MATERIALS, INC.		8,337.00
	Invoice		Date	Description	Check Sort Code	Amount
	14589		02/14/2024	APPLY SB1383 COMPLIANT COMPOSTED MULCH		8,337.00
Check	03/07/2024	10648	Accounts Payable	GUSTAVO ARROYO		3,050.29
	Invoice		Date	Description	Check Sort Code	Amount
	0115-020224EXP		03/01/2024	EXPENSE REIMBURSEMENT SUPERVISOR COURSE 1/15-1/19/24,1/29-2/2/24		2,851.96
	022724EXP		03/01/2024	EXPENSE REIMBURSEMENT HOTEL-NORCAL POST 2/27/24		198.33
Check	03/07/2024	10649	Accounts Payable	BAKER TILLY US, LLP		5,010.00
	Invoice		Date	Description	Check Sort Code	Amount
	BT2680235		02/13/2024	RECLASSIFICATION STUDY-REPORT RESULTS		5,010.00
Check	03/07/2024	10650	Accounts Payable	CMRTA		150.00
	Invoice		Date	Description	Check Sort Code	Amount
	3376		02/16/2024	MEMBERSHIP RENEWAL - CY24		150.00
Check	03/07/2024	10651	Accounts Payable	CITY OF UNION CITY		6,816.01
	Invoice		Date	Description	Check Sort Code	Amount
	2024-0335		02/01/2024	50% OF EMERGENCY SERVICES COORDINATOR SALARY FEBRUARY 2024		6,816.01
Check	03/07/2024	10652	Accounts Payable	CIVICA LAW GROUP, APC		219.50
	Invoice		Date	Description	Check Sort Code	Amount
	12130		02/02/2024	PROFESSIONAL SERVICES RENDERED THROUGH JANUARY 31, 2024		219.50
Check	03/07/2024	10653	Accounts Payable	COMCAST		874.21
	Invoice		Date	Description	Check Sort Code	Amount
	8821-032824		02/24/2024	TELEVISION & PUBLIC WIFI ACCESS 02/29-03/28/24		874.21

Check	03/07/2024	10654	Accounts Payable	CUSTOM AWARDS, INC.		413.94
	Invoice		Date	Description	Check Sort Code	Amount
	3176		02/12/2024	ADDITIONAL PERSONALIZATION ON NAME PLAQUES		413.94
Check	03/07/2024	10655	Accounts Payable	DELTA DENTAL OF CALIFORNIA		16,738.91
	Invoice		Date	Description	Check Sort Code	Amount
	BE005944539		02/29/2024	DELTA PPO - MARCH PREMIUMS		16,738.91
Check	03/07/2024	10656	Accounts Payable	DELTA DENTAL INSURANCE COMPANY		229.28
	Invoice		Date	Description	Check Sort Code	Amount
	BE005942604		02/29/2024	DELTA CARE - MARCH PREMIUMS		229.28
Check	03/07/2024	10657	Accounts Payable	LENKA DIAZ		95.00
	Invoice		Date	Description	Check Sort Code	Amount
	010824EXP		01/08/2024	EXPENSE REIMBURSEMENT 01/08/24		95.00
Check	03/07/2024	10658	Accounts Payable	EPLUS TECHNOLOGY, INC.		18,335.27
	Invoice		Date	Description	Check Sort Code	Amount
	V2795065		12/19/2023	CROWDSTRIKE RENEWAL NASPO CA #7-17-70-40-05 - 12/15/23-12/14/24		18,335.27
Check	03/07/2024	10659	Accounts Payable	EQUIFAX INFORMATION SVCS LLC		51.05
	Invoice		Date	Description	Check Sort Code	Amount
	2059101403		02/13/2024	CREDIT BUREAU REPORT FEES - 2/13/24		51.05
Check	03/07/2024	10660	Accounts Payable	FITGUARD, INC		105.00
	Invoice		Date	Description	Check Sort Code	Amount
	0000210405		02/12/2024	PM VISIT 02/05/24		105.00
Check	03/07/2024	10661	Accounts Payable	FRANK BONETTI PLUMBING INC		588.41
	Invoice		Date	Description	Check Sort Code	Amount
	48304		02/13/2024	FIRE STATION COPPER PIPE LEAK 1/23/24		588.41
Check	03/07/2024	10662	Accounts Payable	KARL FREDSTROM		197.76
	Invoice		Date	Description	Check Sort Code	Amount
	020124EXP		03/01/2024	EXPENSE REIMBURSEMENT - PATROL SUPPLIES		84.82
	030424EXP		03/01/2024	EXPENSE REIMBURSEMENT - PATROL SUPPLIES		112.94
Check	03/07/2024	10663	Accounts Payable	FREMONT FORD		9,279.22
	Invoice		Date	Description	Check Sort Code	Amount
	425163		10/31/2023	FLEET SERVICE - 2017 PD INTERCEPTOR 10/30/23		1,682.15
	428419		01/09/2024	FLEET SERVICE - 2017 PD INTERCEPTOR K9 1/8/24		7,597.07
Check	03/07/2024	10664	Accounts Payable	GRAINGER		1,022.22
	Invoice		Date	Description	Check Sort Code	Amount
	9000104118		01/29/2024	FIRE STATION QUICK CONNECT FILTER		521.77
	9977309757		01/26/2024	BLDG HAND CLEANER		144.48
	9003450591		01/30/2024	REPLACEMENT MOTOR		57.78
	9003327880		01/30/2024	BLDG THERMOSTATIC MIXING VALVE		236.32
	9003327898		01/30/2024	SR CTR WALL HYDRANT REPAIR KIT		61.87
Check	03/07/2024	10665	Accounts Payable	PATRICIA HADDOCK		371.03
	Invoice		Date	Description	Check Sort Code	Amount

	02292024		02/29/2024	EDIT OF HAYWIRED DOCUMENTS - 2/1/24-2/27/24		371.03
Check	03/07/2024	10666	Accounts Payable	ICS INTEGRATED COMMUNICATION SYSTEMS		87,035.00
	Invoice		Date	Description	Check Sort Code	Amount
	21-13-130-01		01/31/2024	CORE UPGRADE COUNCIL CHAMBERS - AUDIO APPROVAL 2024-09		22,913.00
	24-13-166-01		01/31/2024	CRESTRON TOUCH PANELS APPROVAL 2024-09		9,475.00
	24-13-167-01		01/31/2024	PD TRAINING ROOM SCREEN REPLACEMENT APPROVAL 2024-09		54,647.00
Check	03/07/2024	10667	Accounts Payable	KBA DOCUMENT SOLUTIONS		4,874.81
	Invoice		Date	Description	Check Sort Code	Amount
	160965		02/23/2024	LEASE PAYMENT 1900869004 - 02/15/24 - 03/14/24		202.84
	160962		02/23/2024	LEASE PAYMENT 1900869002 - 02/15/24 - 03/14/24		4,671.97
Check	03/07/2024	10668	Accounts Payable	LIEBERT CASSIDY WHITMORE		783.00
	Invoice		Date	Description	Check Sort Code	Amount
	260732		01/31/2024	PROFESSIONAL SERVICES RENDERED THROUGH JANUARY 31, 2024		783.00
Check	03/07/2024	10669	Accounts Payable	LPC SERVICES, INC.		2,337.00
	Invoice		Date	Description	Check Sort Code	Amount
	72988		02/16/2024	PEST SERVICES - FIRE STATION #1 102707 2/16/24		275.00
	73133		02/16/2024	PEST SERVICES - CITY HALL #102699 2/16/24		175.00
	72862		02/16/2024	PEST SERVICES - SERVICE CENTER #102702 2/16/24		185.00
	72987		02/16/2024	PEST SERVICES - FIRE STATION #3 102701 2/16/24		240.00
	73099		02/16/2024	PEST SERVICES - CITY HALL #102699 2/16/24		267.00
	72989		02/16/2024	PEST SERVICES - SILLIMAN #102710 2/16/24		1,020.00
	73139		02/16/2024	PEST SERVICES - LIBRARY #116524 2/16/24		175.00
Check	03/07/2024	10670	Accounts Payable	MEYERS NAVE		38,958.97
	Invoice		Date	Description	Check Sort Code	Amount
	214177		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		268.87
	214181		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		11,605.10
	214182		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		915.60
	214183		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		3,382.10
	214184		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		2,289.00
	214189		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		3,802.00
	214190		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		359.70
	214191		02/15/2024	LEGAL SERVICES THROUGH JANUARY 31, 2024		5,399.60
	214187		02/15/2024	LEGAL SVCS FOR NEWPARK PLAZA PROJECT - 1/31/24		101.00
	214180		02/15/2024	LEGAL SVCS FOR SAHA NOFA PROJECT - 1/31/24		976.00
	214186		02/15/2024	LEGAL SVCS FOR CEDAR BLVD TWNHMS (WAYMARK) SVCS THRU 1/31/24		3,255.50
	214178		02/15/2024	LEGAL SVCS - TIMBER STREET PROJECT - SVCS THRU 1/31/24		6,099.50
	214185		02/15/2024	LEGAL SERVICES FOR THE LEPAKSHI PROJECT - THRU 1/31/24		101.00
	214179		02/15/2024	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 1/31/24		404.00
Check	03/07/2024	10671	Accounts Payable	MNS ENGINEERS INC		7,512.50
	Invoice		Date	Description	Check Sort Code	Amount
	85552		02/16/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 01/24		7,512.50
Check	03/07/2024	10672	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00

	Invoice	Date	Description	Check Sort Code	Amount
	10819329	02/28/2024	FY 23/24 COBRA ADMINISTRATION FEES - 02/01/24 TO 02/29/24		200.00
Check	03/07/2024	10673 Accounts Payable	OWEN EQUIPMENT SALES		45.77
	Invoice	Date	Description	Check Sort Code	Amount
	00062620	02/12/2024	FLEET SUPPLIES-FILTER HEAD RIN		45.77
Check	03/07/2024	10674 Accounts Payable	PACIFIC GAS & ELECTRIC		42,795.46
	Invoice	Date	Description	Check Sort Code	Amount
	7460-021424	02/14/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/27-01/25/24		3,380.95
	7786-022124	02/21/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/17-02/14/24		39,414.51
Check	03/07/2024	10675 Accounts Payable	PREFERRED ALLIANCE INC		130.00
	Invoice	Date	Description	Check Sort Code	Amount
	0194011-IN	01/31/2024	RANDOM & NON-RANDOM DRUG TESTING - JAN '24		130.00
Check	03/07/2024	10676 Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY		3,669.08
	Invoice	Date	Description	Check Sort Code	Amount
	400000174051	02/08/2024	WORKERS COMPENSATION CLAIMS - 02/01/24-02/29/24		3,669.08
Check	03/07/2024	10677 Accounts Payable	SITEONE LANDSCAPE SUPPLY, LLC		1,050.61
	Invoice	Date	Description	Check Sort Code	Amount
	137923943-001	02/01/2024	BULK SAND		1,050.61
Check	03/07/2024	10678 Accounts Payable	STANDARD INSURANCE COMPANY		1,554.68
	Invoice	Date	Description	Check Sort Code	Amount
	MARCH 2024	02/29/2024	STANDARD - MARCH 2024 PREMIUMS		1,554.68
Check	03/07/2024	10679 Accounts Payable	STAPLES		1,204.79
	Invoice	Date	Description	Check Sort Code	Amount
	8073280649	02/15/2024	OFFICE SUPPLIES 1/29-2/14/24		1,204.79
Check	03/07/2024	10680 Accounts Payable	LEHR		9,797.34
	Invoice	Date	Description	Check Sort Code	Amount
	SI99099	02/13/2024	FLEET SUPPLIES-SEAT BELT RETRACTOR		143.28
	SI99016	02/12/2024	FLEET SUPPLIES-LED MAP LIGHT		398.70
	SI92426	09/14/2023	2023-10 VEHICLE REPLACEMENT APA 23-35		9,255.36
Check	03/07/2024	10681 Accounts Payable	THE KPA GROUP		31,533.00
	Invoice	Date	Description	Check Sort Code	Amount
	001	08/31/2023	ON-CALL ARCHITECTURAL SERVICES 08/01-08/31/23		31,533.00
Check	03/07/2024	10682 Accounts Payable	TURF STAR, INC.		875.88
	Invoice	Date	Description	Check Sort Code	Amount
	7318503-01	02/14/2024	FLEET SUPPLIES-RH FRONT LIFT ARM ASM		875.88
Check	03/07/2024	10683 Accounts Payable	UNION PACIFIC RAILROAD COMPANY		267.00
	Invoice	Date	Description	Check Sort Code	Amount
	90131760	01/10/2024	CENTRAL OVERPASS COLLABORATION COSTS, PROJECT 1014 09/23		267.00
Check	03/07/2024	10684 Accounts Payable	UTILITY TELECOM GROUP, LLC		21,640.54

	Invoice		Date	Description		Check Sort Code	Amount
	FEB '24		02/16/2024	TELEPHONE & NETWORK PROVIDER - FEB '24			21,640.54
Check	03/07/2024	10685	Accounts Payable	MATTHEW WARREN			68.64
	Invoice		Date	Description		Check Sort Code	Amount
	030424EXP		03/01/2024	EXPENSE REIMBURSEMENT - SHIPPING			68.64
Check	03/07/2024	10686	Accounts Payable	WASHINGTON TOWNSHIP MEDICAL FOUNDATION			60.00
	Invoice		Date	Description		Check Sort Code	Amount
	8836		01/01/2024	TB INTRADERMAL TESTING FEES 10/23			40.00
	8883		02/01/2024	TB INTRADERMAL TESTING FEES 01/24			20.00
Check	03/07/2024	10687	Accounts Payable	WEST COAST ARBORISTS INC			7,605.00
	Invoice		Date	Description		Check Sort Code	Amount
	211250		02/15/2024	PARK TREE MAINTENANCE 02/01/24-02/15/24			7,605.00
Check	03/07/2024	10688	Accounts Payable	TRI-CITY VOICE NEWSPAPER			157.50
	Invoice		Date	Description		Check Sort Code	Amount
	02-150214		02/20/2024	VACANCY NOTICE - SENIOR ADVISORY COMMITTEE 2/20/24			157.50
Check	03/07/2024	10689	Accounts Payable	ORION SECURITY			3,465.60
	Invoice		Date	Description		Check Sort Code	Amount
	125320		02/17/2024	UNARMED, UNIFORMED SECURITY GUARD 2/12/24 - 2/15/24			1,155.20
	125370		02/24/2024	UNARMED, UNIFORMED SECURITY GUARD 2/19/24 - 2/23/24			1,155.20
	125594		03/02/2024	UNARMED, UNIFORMED SECURITY GUARD 2/26/24 - 2/29/24			1,155.20
EFT	03/07/2024	912	Accounts Payable	ART BUILDS COMMUNITY LLC	322271627 / 521573215		6,000.00
	Invoice		Date	Description		Check Sort Code	Amount
	#3		01/26/2024	CENTRAL OVERPASS PROGRESS REPORT #3			3,000.00
	#1		12/12/2023	OLD TOWN PUBLIC ART COORDINATION 10/9-11/30/23			3,000.00
EFT	03/07/2024	913	Accounts Payable	COTTON, SHIRES AND ASSOCIATES, INC. (ACH)	121122676 / 157535269292		2,921.25
	Invoice		Date	Description		Check Sort Code	Amount
	224210		02/21/2024	GEOTECH PEER REVIEW - 38600 CEDAR BLVD 01/17/24			256.25
	224211		02/21/2024	GEOTECH PEER REVIEW - LEPAKSHI PROJECT - 01/30/24-02/08/24			2,665.00
EFT	03/07/2024	914	Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484		2,611.95
	Invoice		Date	Description		Check Sort Code	Amount
	4857 - FEB '24		02/14/2024	POSTAGE - FEB '24			2,611.95
EFT	03/07/2024	915	Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510		22,030.75
	Invoice		Date	Description		Check Sort Code	Amount
	SF-8510-01449565		03/01/2024	WORKERS COMPENSATION CLAIMS -02/01/24-02/29/24			22,030.75

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 49 $379,094.52

Checks:	45	$345,530.57
EFTs:	4	$33,563.95

STAFF REPORT

Item D. 2.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of March 14, 2024, special and regular meeting minutes

Attachments

Minutes special meeting
Minutes regular meeting

[illegible]

[illegible]

[illegible]

Mayor Hannon called the meeting to order at [illegible] p.m. [illegible]ice Mayor [illegible]reitas, Council Members, Colla[illegible]o, and [illegible]orgens were present. Council Member [illegible]ucci was noted absent.

[illegible]

[illegible] ork Session for 2[illegible]24-2[illegible]2[illegible] [illegible]iennial [illegible]udget

[illegible]inance [illegible]irector [illegible]ee gave the presentation highlighting the City[illegible]s budget preparation process, economic trends considered for the financial forecast, and provided a preliminary financial update.

[illegible]inance [illegible]irector [illegible]ee also reviewed the proactive pension cost management actions taken over the last several years. She stated that funding a Section [illegible] [illegible]rust and[illegible]or another [illegible]dditional [illegible]iscretionary [illegible]ayment would be scheduled for City Council consideration at a future meeting.

City Manager [illegible]enoun and [illegible]ssistant City Manager Hovorka presented the recommended department budget priorities. [illegible]resentation on file with City Clerk.

[illegible]ssistant City Manager Hovorka reviewed the [illegible]iennial [illegible]udget next steps.

No one from the public re[illegible]uested to speak.

[illegible]

Mayor Hannon ad[illegible]ourned the meeting at [illegible] p.m.[illegible]

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Mayor Hannon called the meeting to order at □□□□ p.m. Meeting start time delayed due to □udget □ ork Session held before regular meeting. □ice Mayor □reitas, Council Members Colla□o, and □orgens were present. Council Member □ucci was noted absent.

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No one from the public re□uested to speak.□□ □ □

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City Manager □enoun announced that the City □ttorney□s contract amendment reflected the new law firm name of Redwood □ublic □aw □□□, there were no changes to the compensation. He noted that the attachments were amended after the posting of the agenda to make the agreement effective at □□□□ p.m. on March □4, 2□24. □

□

Council Member □orgens moved, Council Member Colla□o seconded, to approve Consent Calendar items □.□ to □.□, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. □he motion passed, 4 □□ES, □ □□SEN□.□ □

□□□ □pproval of □udited □emands

□□□ □pproval of □ebruary 22, 2□24 minutes

□□□ □dopt a resolution approving the Contractual Services □greement with e□lus □echnology, □nc., for a cybersecurity tool that protects Microsoft □□□ data from overexposure and cyber threats
Resolution No. □□□2□
Contract No. 24□2□

□□□ □dopt a resolution approving On-Call Environmental Service Contracts with Stantec Consulting Services □nc. and Helix Environmental □lanning
Resolution No. □□□2□
Contract No. 24□2□ Stantec
Contract No. 24□22 Helix

□□□ □dopt a resolution authori□ing a legal services agreement with Redwood □ublic □aw □□□ for □ristopher □. □okotaylo to continue serving as City □ttorney
Resolution No. □□□22
Contract No. 24□2□

□□□ Mid-year □udget Review and adopt a resolution amending the 2□22-2□24 □iennial □udget and Capital □mprovement □lan for □iscal □ear 2□24
Resolution No. □□□2□

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□□□ □resentation of design concepts for Citywide □arks Signage □rogram, □ro□ect □2□2

□unior Engineer Reyes gave the presentation sharing three design concepts for new signs at the City parks. □resentation on file with the City Clerk.

□he City Council concurred that Concept No. □ was the preferred design, with a few changes. □hey re□uested that instead of the medallion on the side to place the City logo in a large si□e, include the year the park was established, City of Newark to be centered and larger, the gold pillar on right hand sign in concrete.

□he City Council discussed□lighting the signs, anti-graffiti coating, family friendly font, consider renaming some of the parks before installing new signs, save historical artifacts from the current signs, and consider new landscaping around the signs.

Mayor Hannon re□uested the final design be presented to the City Council.

Council Member Colla□o suggested placing the park established date on the informational pla□ue instead of the sign.

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Mayor Hannon ad□ourned the meeting at□□□□□ p.m.□ □

STAFF REPORT

Item D. 3.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Brett Oeverndiek, Management Analyst II
SUBJECT	Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with Francisco & Associates, Inc. for the administration of the City's Landscaping and Lighting Districts and other Special Financing District Administration Services

SUMMARY AND RECOMMENDATION

The City of Newark annually assesses individual properties through existing Landscaping and Lighting Districts for the ongoing maintenance of landscaping, irrigation systems, lighting and other improvements. Last year, the City utilized the services of Francisco and Associates, Inc. for the preparation of all Engineer's Reports and other services associated with the administration of these districts. Francisco and Associates, Inc. performed more than satisfactorily in this role and staff is recommending continuation of these services for the Fiscal Year 2025.

In addition, Francisco and Associates, Inc. has provided quality services for the Finance Department for many years for other Special Financing District Administration Services, including the preparation of final assessment rolls for Emergency Medical Services Charges and for Weed Abatement Charges. It is desirable to include these additional services in an existing agreement with Francisco and Associates, Inc.

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute an amendment to the contractual services agreement with Francisco & Associates, Inc. for the administration of Landscaping and Lighting Districts and final preparation of assessment rolls for Emergency Medical Services Charges and Weed Abatement Charges for Fiscal Year 2025. The amendment would increase the total not-to-exceed amount of the contract to $88,150.

BACKGROUND

To ensure the ongoing maintenance of landscaping, irrigation systems, lighting and other improvements associated with Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19, the City annually assesses individual properties in these districts pursuant to the Landscaping and Lighting Act of 1972.

In accordance with Section 3.04.080 of the City's Purchasing Ordinance, Special

Professional Services for specialized services may be contracted for without a competitive RFP/Q process. As the services provided by Francisco & Associates, Inc. related to the City's Landscaping and Lighting Districts qualify as a Special Professional Service, in March 2023, the City entered into an agreement with Francisco & Associates, Inc. to provide services related to the administration of the City's Landscaping and Lighting Districts for Fiscal Year 2024 based on their scope and fee proposal and satisfactory performance of similar assessments district administration services.

Emergency Medical Services Charges must be calculated for each taxable parcel located within the City based on a formula provided by the City. The calculated data must then be prepared in the required electronic format for Alameda County and confirmed with acceptance of the levies by the County on the final assessment roll. The Finance Department has successfully utilized Francisco and Associates, Inc. for a number of prior years for these services.

The City also levies assessments on certain properties where weed abatement services are performed for a given year. Based on data provided by the City for certain weed abatement services rendered, electronic data must be analyzed, confirmed and submitted to Alameda County in the form of final assessment rolls. Francisco and Associates, Inc. has also provided this service successfully for the Finance Department for a number of prior years.

DISCUSSION/ANALYSIS

Based on the satisfactory work Francisco & Associates, Inc. provided for the City for Fiscal Year 2024, and with the need to prepare the City's Fiscal Year 2025 Landscaping and Lighting District Engineer's Reports and complete other related services in compliance with the Landscape and Lighting Act of 1972 and Proposition 218, staff recommends that the City Council approve an amendment to the current Contractual Services Agreement increasing the not-to-exceed amount of the contract. This would allow Francisco & Associates, Inc. to begin work on the Engineer's Reports upon direction by the City Council to do so at a future meeting. Francisco and Associates has provided a proposal for Landscaping and Lighting District administration services and all other Special Financing District Administration Services. The additional cost for the Landscaping and Lighting District administration services is estimated to be $36,775 for Fiscal Year 2025.

The additional Special Financing District Administration Services necessary for Fiscal Year 2025 include the preparation of Emergency Medical Services Charge assessment rolls and Weed Abatement Charge assessment rolls. Francisco and Associates, Inc. has provided proposed cost estimates of $3,775 and $750, respectively, for preparation of these two assessment rolls. The Finance Department is recommending continuation of these services based on these estimates.

The proposed total cost estimate from Francisco and Associates, Inc. for all desired services is $41,300 for Fiscal Year 2025. An amendment to increase the not-to-exceed compensation under the current contract with Francisco and Associates,

Inc. by this amount is necessary for completion of these services. The updated total not-to-exceed amount under the contract would be $88,150.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan contains sufficient funding for this scope of work. No budget modifications are necessary.

REVIEW AND APPROVAL

Prepared by - Brett Oeverndiek, Management Analyst II
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

Resolution v1

Amendment No. 1

Contractual Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH FRANCISCO AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF LANDSCAPING AND LIGHTING DISTRICTS AND OTHER SPECIAL FINANCING DISTRICT ADMINISTRATION SERVICES

WHEREAS, the Public Works Department selected Francisco and Associates, Inc. based on their scope and fee proposal as allowed by Section 3.04.080 of the City's Purchasing Ordinance, to provide special professional services related to the administration of the City's Landscaping and Lighting District's for Fiscal Year 2024; and

WHEREAS, Francisco and Associates, Inc. successfully completed their scope of services to the satisfaction of the City for Fiscal Year 2024; and

WHEREAS, similar services are required for the preparation of Fiscal Year 2025 Landscaping and Lighting District assessment rolls and other administration services and Francisco and Associates, Inc. provided a cost proposal of $36,775 for said services; and

WHEREAS, Francisco and Associates, Inc. has successfully provided assessment roll preparation services to the City for Emergency Medical Services Charges and Weed Abatement Charges for many years; and

WHEREAS, similar services are required for the preparation of Fiscal Year 2025 assessment rolls for Emergency Medical Services Charges and Weed Abatement Charges and Francisco and Associates, Inc. provided cost proposals of $3,775 and $750, respectively, for said services; and

WHEREAS, based on staff's evaluation, Francisco and Associates, Inc. has been determined to be the most qualified firm to provide the requested services.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve Amendment No. 1 to the Contractual Services Agreement with Francisco and Associates, Inc. in an amount not to exceed $41,300 for Fiscal Year 2025 for special professional services related to the administration of Landscaping and Lighting District and other Special Financing District Administration Services, for a new total not to exceed amount of $88,150.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute Amendment No. 1 to the current Contractual Services Agreement with Francisco and Associates, Inc. in a form approved by the City Attorney, and take any and all action necessary to effectuate the intent of this Resolution.

AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND FRANCISCO AND ASSOCIATES, INC.

This First Amendment to the Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Francisco and Associates, Inc., a California corporation ("Consultant") (sometimes referred to as "Parties") dated March 21, 2023 (the "Agreement"), is entered into as of _____, 2024, for additional Landscaping and Lighting District administration services, Emergency Medical Services Charge assessment roll preparation and Weed Abatement Charge assessment roll preparation, collectively Special Financing District Administration Services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform Landscaping and Lighting District administration services for Fiscal Year 2024 for compensation in the amount not-to-exceed $46,850; and

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

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount for Fiscal Year 2025 for additional Landscaping and Lighting District administration services in the compensation amount of $36,775, Emergency Medical Services Charge assessment roll preparation services in the amount of $3,775 and Weed Abatement Charge assessment roll preparation services in the amount of $750, collectively Fiscal Year 2025 Special Financing District Administration Services in the total compensation amount of $41,300 pursuant to the attached proposal provided by Francisco and Associates, Inc., as Exhibit "A" dated February 12, 2024 ("Proposal"); and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not-to-exceed compensation for Fiscal Year 2025 by $41,300 for a total not-to-exceed amount of $88,150 for performance of the scope of services described in the Proposal.

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

CITY OF NEWARK

_____
David J. Benoun
City Manager

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

FRANCISCO AND ASSOCIATES, INC.

By: _____

_____
Printed Name

Dated: _____

EXHIBIT A

Francisco and Associates, Inc. Proposal for Fiscal Year 2025 Special Financing District Administration Services
dated February 12, 2024

Northern California
925-867-3400
Southern California
760-438-5330

February 12, 2024

Soren Fajeau
Public Works Director
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Subject: Proposal for FY 2024-25 Special Financing District Administration Services

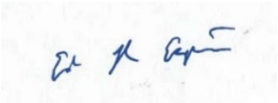
Dear Soren:

Please find enclosed our proposal to provide Special Financing District Administration Services for Fiscal Year (FY) 2024-25. The proposed scope of work for the City's Landscaping and Lighting Assessment Districts includes attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports in compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County secured property tax roll, and property owner assistance throughout the year. The proposed scope of work for the City's Emergency Medical Services Charge and Weed Abatement Charges includes placement of the charges on the Alameda County secured property tax roll and property owner assistance throughout the year.

If you have any questions regarding this proposal, please give me a call at (925) 867-3400.

Sincerely,

FRANCISCO & ASSOCIATES



Eduardo Espinoza, P.E.
Principal

Enclosure

Cc: Jayson Imai, City of Newark
Krysten Lee, City of Newark
Gloria Del Rosario, City of Newark
Brian Brown, Francisco & Associates

SCOPE OF WORK FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

Francisco & Associates will provide assessment engineering and Fiscal Year (FY) 2024-25 administration services for the **City's Landscaping & Lighting Assessment District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 & 19 and their corresponding 66 Benefit Zones (collectively referred to as "Districts")**. The project approach and scope of work includes attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports in compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County ("County") secured property tax roll, and property owner assistance throughout the year. The specific tasks are outlined as follows.

Task 1 – Project Meetings

Meet with City staff to review scope of work, project schedule, annexations/de-annexations, changes in the number and types of improvements to be maintained for the ensuing fiscal year and discuss compliance of Districts and their assessment methodologies with the Landscape and Lighting Act of 1972 and Proposition 218.

Task 2 – Collect and Review Available Data

Coordinate with City staff and the County auditor's office to obtain information needed to complete the tasks in this scope of work, such as the District formation documents, annexation documents, assessor's files, copies of secured rolls, assessment diagrams, budget information, and land use and property characteristics for parcels within the boundaries of each District and each of the benefit zones. To the extent available, the City will also provide improvement plans, HOA information, and inventory of the landscape, streetlights, trees, and other areas maintained by the Districts.

Task 3 – Initiation of the FY 2024-25 Assessment Levies

Prepare drafts of the staff report and resolution for the City Council meeting initiating the FY 2024-25 approval process for the Districts. Review the draft staff report and resolution with City staff and revise as needed.

Task 4 – Dissolution of Landscaping & Lighting Assessment District Nos. 6, 10, and 13

If requested by City staff, incorporate narrative regarding dissolution of Landscaping & Lighting Assessment District Nos. 6, 10, and 13 into the staff report(s) and resolutions for the City Council meeting initiating the FY 2024-25 approval process for the Districts.

Task 5 – Prepare Preliminary FY 2024-25 Parcel Databases

Establish the parcel databases for the Districts, to include the most current parcel information including property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to calculate annual assessments.

Task 6 – Update Assessment Diagrams

Update Assessment Diagrams for the Districts to include new parcels that have been created from the prior fiscal year.

Task 7 – Create Geographic Information Systems (GIS) Layers of Improvements

Identify all improvements maintained by the Districts and create a GIS layer for each improvement type. The GIS layers will include an attribute table of characteristics that can serve as an asset management tool for the City going forward. F&A will provide the final GIS layers to City staff in their desired format. For streetlights, F&A will assist the City in coordinating with PG&E to obtain the current streetlight layer for the City.

Task 8 – Prepare Maintenance Improvement Diagrams

Based on the GIS layers created per Task 7, prepare Maintenance Improvement Diagrams for each of the Districts. The Maintenance Improvement Diagrams can be included in future Engineer's Reports as requested by City staff.

Task 9 – Prepare FY 2024-25 Budgets

Coordinate with the City's Public Works, Finance, and Maintenance departments to prepare FY 2024-25 budget tables for the Districts utilizing the previous fiscal year's actual expenditures, current fiscal year's actual expenditures to date, and anticipated cost increases for the ensuing fiscal year. The FY 2024-25 budgets will include and consider maintenance contract costs, utility costs, capital improvement projects, incidental costs (engineering, legal, administration, etc.), City staff time, overhead cost allocations, operating and capital reserves, and fund balances.

Once draft FY 2024-25 budgets are prepared, review with City staff to address comments/questions and determine if changes to existing levels of service are appropriate for the ensuing fiscal year. Incorporate comments and feedback from City staff and obtain approval of the final FY 2024-25 budgets for inclusion in the Engineer's Reports.

Task 10 - FY 2024-25 Preliminary Engineer's Reports

Based upon the information received at project team meetings, prepare the draft FY 2024-25 Preliminary Engineer's Reports for the Districts. The draft Preliminary Engineer's Reports will comply with the requirements of the Landscape and Lighting Act of 1972 and include: a description of improvements, budgets, benefit spread methodologies, assessment district/benefit zone diagrams, maintenance improvement diagrams, and a listing of each parcel's proposed assessment.

For the Districts that are not exempt from the provisions of Proposition 218, the draft Preliminary Engineer's Reports will include a benefit analysis supporting the existing method of assessment for the Districts established at the time of formation to strengthen compliance with the statutory provisions outlined in Proposition 218. The benefit analysis for the Districts will include review of the types of improvements maintained, the location of each improvement in relation to properties within the boundaries of the Districts, and how the existing assessment

methodology allocates the costs to the benefiting properties. For those Districts that are not exempt from, and which are subject to the provisions of Proposition 218, develop a more extensive description that supports the existing method of assessment and how the improvements to be maintained confer special benefits to properties within the Districts and identify the general benefits and quantify the costs associated with the general benefits conferred to the public at large.

Submit the Draft Preliminary Engineer's Reports to City staff for review and comment. Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the final version of the Preliminary Engineer's Reports and submit to City staff for City Council approval. The Preliminary Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 11 – Resolutions of Intention and Approval of the Preliminary Engineer's Reports

Prepare drafts of the staff report(s) and resolutions for the City Council meeting regarding acceptance of the Preliminary Engineer's Reports and adoption of the Resolutions of Intention. Review the draft staff report(s) and resolutions with City staff and incorporate revisions as needed.

Task 12 – FY 2024-25 Resolution of Intention City Council Meeting

If requested, attend the City Council meeting regarding adoption of the Resolutions of Intention and Approval of the Preliminary Engineer's Reports to assist City staff with questions from City Council and the public.

Task 13 – FY 2024-25 Final Engineer's Reports

Based upon the comments received from City staff and City Council at the City Council meeting referenced in Task 12 above, prepare the Final Engineer's Reports and submit to the City for City Council approval. The Final Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 14 – Notice of Public Hearing

Prepare the draft Notice of Public Hearing for City staff review and approval. Finalize the Notice of Public Hearing and send it to the City Clerk for publication in the newspaper.

Task 15 - Resolution Approving Final Engineer's Reports and Authorizing Levy

Prepare drafts of the staff report and resolution for the City Council meeting regarding approval of the Final Engineer's Reports and adoption of the Resolution authorizing the Levy of Assessments. Review the draft staff report and resolution with City staff and incorporate revisions as needed.

Task 16 – FY 2024-25 Public Hearing

If requested, attend the Public Hearing regarding adoption of the Resolution Approving the Final Engineer's Reports and authorizing the levying of assessments to assist City staff with questions from City Council and the public.

Task 17 – Prepare Final FY 2024-25 Parcel Databases

In July, obtain a copy of the 2024 closed roll database from the County Assessor. Update the parcel databases for the Districts with the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to recalculate the ensuing year's assessments. Finalize the FY 2024-25 assessment databases and levy calculations for the Districts.

Task 18 - Filing of FY 2024-25 Engineer's Reports and Resolutions

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagrams, and Resolutions authorizing the levy of assessments with the County auditor's office.

Task 19 – FY 2024-25 Auditor's Reports

Prepare the annual Auditor's Reports in the County approved format for the Districts. If there are any rejected parcels resulting from the first submittal, research them and resubmit them to the County to ensure the City receives all the assessment revenue to which they are entitled.

Task 20 – FY 2024-25 Final Assessment Rolls

Provide the City with Final Assessment Rolls in electronic format for their records.

Task 21 – Field Property Owner Inquiries

Provide a phone number to be placed on property tax bills and field property owner inquiries throughout the year.

Task 22 – Assist with Expenditure Coding

If requested by City staff, assist City staff with expenditure coding during FY 2024-25 to provide actuals that will streamline the budgeting process going forward.

SCOPE OF WORK FOR EMERGENCY MEDICAL SERVICES CHARGE

Task 1 – Prepare FY 2024-25 Parcel Database

Develop the City's Emergency Medical Services database based upon the County's ensuing year's closed property tax roll information.

Task 2 – Determine FY 2024-25 Maximum Special Tax Rates

Calculate the Emergency Medical Services tax for each taxable parcel located within the City based on the Emergency Medical Services tax formula, provided by the City.

Task 3 – FY 2024-25 Auditor's Report

Prepare the data in the County's required electronic format listing the Emergency Medical Services tax for each taxable parcel within the City. Submit the electronic data to the County Auditor's office for processing. If there are any parcel kick-outs, research the parcels and resubmit them to the County so that they are included on the property tax roll.

Task 4 – FY 2024-25 Final Assessment Roll

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

SCOPE OF WORK FOR WEED ABATEMENT CHARGE

Task 1 - Prepare FY 2024-25 Parcel Database

Based upon the Fiscal Year 2024-25 electronic listing of Assessor Parcel Numbers and corresponding levy amounts received from the City, convert the information into the County's required electronic format.

Task 2 - FY 2024-25 Auditor's Report

Submit the converted electronic data to the County Auditor's office for inclusion on the property tax roll. If parcels kick-out, submit the listing of new and old Assessor Parcel Numbers to the City along with a copy of the parcel maps which show the old and new parcels so that the City can recalculate the levy amounts for each new parcel. Resubmit the new parcels and their corresponding levy amounts to the County Auditor's office in their required electronic format for inclusion on the property tax roll.

Task 3 - FY 2024-25 Final Assessment Roll

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

RESPONSIBILITIES OF THE CITY

1) Provide qualified legal counsel to review and approve documents;
2) Review and approve all budgets, staff reports, resolutions, and legal notices;
3) Publish notices of public hearing; and
4) Schedule and place items on the agenda for the required City Council meetings.

FEE SCHEDULE

Francisco & Associates proposes fees for the services listed in this proposal as follows:

Landscape and Lighting Assessment Districts*: Time & Materials not to exceed $36,775

Emergency Medical Services Charge: $3,775 (Lump Sum)

Weed Abatement Charge: $750 (Lump Sum)

* A breakdown of the required hours estimated to complete each task is attached as Appendix A.

The scope of work associated with the annexation of property into existing Landscape and Lighting Assessment Districts or formation of new Landscape and Lighting Assessment Districts is not included in this proposal and will be provided as requested. Also, any additional work requested and authorized by the City will be billed on a time and materials basis (unless a lump sum fee is agreed to by both parties) at the hourly rates shown below.

F&A Personnel Classification	Hourly Rate
Principal/Project Manager	$215
Associate Engineer	$175
Senior Project Analyst	$150
Project Analyst	$140
Clerical	$75

Reimbursable expenses will be billed in addition to the fees above at cost plus 15% not to exceed $500. Reimbursable expenses include overnight mail, duplication, County Assessor fees, County Recorder fees, County Auditor fees, etc.

APPENDIX A

BREAKDOWN OF REQUIRED HOURS ESTIMATED TO COMPLETE EACH TASK

The estimate of hours below to perform the tasks outlined in this proposal is for the City's Landscaping and Lighting Assessment Districts and related Benefit Zones.

Task	Projected Hours by Classification			Total Hours	Estimate of Cost
	Principal/ Project Manager	Project Analyst	Clerical		
1 - Project Meetings	4	2	0	6	$1,140.00
2 - Collect and Review Available Data	4	4	0	8	$1,420.00
3 - Initiation of the FY 2023-24 Assessment Levies	2	2	0	4	$710.00
4 - Dissolution of Landscaping and Lighting Assessment Districts	4	0	0	4	$860.00
5 - Prepare Preliminary FY 2024-25 Parcel Databases	4	16	0	20	$3,100.00
6 - Update Assessment Diagrams	2	4	0	6	$990.00
7 - Create Geographic Information Systems (GIS) Layers of Improvements	4	24	0	28	$4,220.00
8 - Prepare Maintenance Improvement Diagrams	4	16	0	20	$3,100.00
9 - Prepare FY 2024-25 Budgets	8	16	0	24	$3,960.00
10 - FY 2024-25 Preliminary Engineer's Reports	16	8	2	26	$4,710.00
11 - Resolutions of Intention and Approval of the Preliminary Engineer's Reports	4	2	0	6	$1,140.00
12 - FY 2024-25 Resolution of Intention City Council Meeting	4	0	0	4	$860.00
13 - FY 2024-25 Final Engineer's Reports	1	2	2	5	$645.00
14 - Notice of Public Hearing	1	1	0	2	$355.00
15 - Resolutions Approving Final Engineer's Reports and Authorizing Levy	2	2	0	4	$710.00
16 - FY 2024-25 Public Hearing	4	0	0	4	$860.00
17 - Prepare Final FY 2024-25 Parcel Databases	4	16	0	20	$3,100.00
18 - Filing of FY 2024-25 Engineer's Reports and Resolutions	1	1	0	2	$355.00
19 - FY 2024-25 Auditor's Reports	2	2	0	4	$710.00
20 - FY 2024-25 Final Assessment Rolls	1	2	0	3	$495.00
21 - Field Property Owner Inquiries	1	2	0	3	$495.00
22 - Assist with Expenditure Coding	8	8	0	16	$2,840.00
Total Hours:	**85**	**130**	**4**	**219**	
Total Estimate of Cost:	**$18,275.00**	**$18,200.00**	**$300.00**		**$36,775.00**

c23010

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 21st day of March, 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and FRANCISCO & ASSOCIATES, INC., a CALIFORNIA CORPORATION ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested a proposal to perform services generally including special professional services related to the administration of the City's Landscaping and Lighting Districts; and

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "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 "A"; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of **Forty-Six Thousand Eight Hundred Fifty and No/100 Dollars ($46,850.00)** unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, 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. **PUBLIC WORKS REQUIREMENTS.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

13. **PUBLIC WORKS CONTRACTOR REGISTRATION.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 14 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the

Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

15. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

16. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

17. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

18. TERM/TERMINATION.

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

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

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by _____ of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

20. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

FRANCISCO & ASSOCIATES, INC.	**CITY OF NEWARK**
ED ESPINOZA	PUBLIC WORKS DIRECTOR
Principal	**Administrator**
Address: Francisco & Associates, Inc. 231 Market Place, Suite 543 San Ramon, CA 94583	City of Newark Attn: Public Works Director 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 3-15-23

FRANCISCO & ASSOCIATES, INC
a California corporation

By _____

Date 3/10/2023

Ed Espinoza
Printed Name

Attest:

_____
City Clerk

Date 3/21/2023

Approved as to form:

_____
City Attorney

Date 3/15/23

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Francisco & Associates will provide assessment engineering and Fiscal Year (FY) 2023-24 administration services for the **City's Landscaping & Lighting Assessment District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 & 19 and their corresponding 66 Benefit Zones (collectively referred to as "Districts")**. Our goal is to position ourselves as the City's expert resource and an extension of staff, rather than as a consultant. The project approach and scope of services include attendance at project meetings, an audit of each Landscaping and Lighting Assessment District's boundaries and databases, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports to strengthen compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County secured property tax roll, and property owner assistance throughout the year. The specific tasks related to these services are outlined as follows:

SCOPE OF SERVICES

Task 1 - Project Meetings

Meet with City staff to review scope of work, project schedule, annexations/de-annexations, changes in the number and types of improvements to be maintained for the ensuing fiscal year and discuss compliance of existing Districts and their assessment methodologies with the Landscape and Lighting Act of 1972 and Proposition 218. More specifically, to comply with the provisions of Proposition 218, the description of the assessment methodologies will need to be expanded upon to identify how the improvements maintained confer benefits to the properties within each District and each individual benefit zone, identification and quantification of the general versus special benefits, and describe the allocation of special benefit more clearly to each benefitting parcel.

Task 2 – Collect and Review Available Data

Coordinate with City staff and the County auditor's office to obtain information needed to provide the services in this scope of services, such as the District formation documents, annexation documents, assessor's files, copies of secured rolls, assessment diagrams, budget information, and land use and property characteristics for parcels within the boundaries of each District and each of the benefit zones. To the extent available, the City will also provide improvement plans, easements, HOA information, and inventory of the landscape, streetlights, trees, and other areas maintained by each District and benefit zone.

Task 3 – Initiation of the FY 2023-24 Assessment Levies

Prepare drafts of the staff report(s) and resolutions for the City Council meeting initiating the FY 2023-24 assessment process for each of the thirteen (13) Districts and related benefit zones. Review the draft staff report(s) and resolutions with City staff and incorporate changes prior to finalization.

Task 4 – Audit Existing Databases and Preliminary FY 2023-24 Parcel Databases

Establish the parcel databases for each of the thirteen (13) Districts and associated benefit zones, to include the most current parcel information including property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to calculate annual assessments.

As part of establishing the parcel databases for FY 2023-24, Francisco & Associates will review and audit the Districts and each benefit zone. The review and audit will include reviewing the boundaries specific to each District and benefit zone and auditing the annual property characteristics and levy calculations. More specifically, we will apply each District and benefit zone's assessment methodology to all applicable parcels identified in the audit of the District's boundaries, to ensure that all parcels within the boundaries of each District and benefit zone are included in the database, parcels located outside of the District boundaries are excluded from the database, and that the application of the assessment methodology has been applied correctly to ensure the City receives all the revenues to which it is entitled.

Task 5 - Prepare Updated Assessment Diagrams

Prepare updated Assessment Diagrams identifying each of the thirteen (13) Districts and associated benefit zones. This includes updating the assessment diagrams to include all new parcels that have been created from the prior fiscal year.

Task 6 - Prepare Maintenance Improvement Diagrams

Locate each improvement being maintained by the thirteen (13) Districts and related benefit zones and prepare Maintenance Improvement Diagrams identifying the authorized improvements maintained for each of the Districts and related benefit zones. The Maintenance Improvement Diagrams will include all new parcels that have been created from the prior fiscal year and any new improvements to be maintained.

Task 7 – Prepare FY 2023-24 District Budgets

Coordinate with the City's Public Works, Finance, and Maintenance departments to prepare FY 2023-24 budget tables for each of the thirteen (13) Districts and associated benefit zones utilizing the previous fiscal year's actual expenditures, current fiscal year's actual expenditures to date, and anticipated cost increases for the ensuing fiscal year. The FY 2023-24 budgets will include and consider maintenance contract costs, utility costs, capital improvement projects, incidental costs (engineering, legal, administration, etc.), City staff time, overhead cost allocations, operating and capital reserves, and each District's and benefit zone's fund balances.

Once draft FY 2023-24 budgets are prepared, review each with City staff to address comments/questions and determine if changes to the level of services provided is appropriate for the ensuring fiscal year. Incorporate comments and feedback received from City staff and obtain approval of the final FY 2023-24 budgets prior to preparing the Preliminary Engineer's Reports.

Task 8 - Draft FY 2023-24 Preliminary Engineer's Reports

Based upon the information received at the project kick-off meeting and other team meetings, prepare the draft FY 2023-24 Preliminary Engineer's Reports for each of the thirteen (13) Districts. The draft Preliminary Engineer's Reports will comply with the requirements of the Landscape and Lighting Act of 1972 and include: a description of improvements, budgets, benefit spread methodologies, assessment district/benefit zone diagrams, maintenance diagrams, and a listing of each parcel's proposed assessment.

Additionally, each District's draft Preliminary Engineer's Report will include a benefit analysis supporting the existing method of assessment for each District and benefit zone established at the time of District formation to strengthen compliance with the statutory provisions outlined in the State of California Streets and Highways Code Landscaping and Lighting Act of 1972 and Articles XIIIC and XIIID of the State Constitution, otherwise known as Proposition 218. Development of the benefit analyses will require identifying which Districts are exempt from the provisions of Proposition 218 and which are not.

The benefit analysis for all Districts and related benefit zones are expected to include review of the types of improvements maintained, the location of each improvement in relation to properties within the boundaries of each District and benefit zone, and how the existing assessment methodology allocates the costs to the benefiting properties. For those Districts and benefit zones that are not exempt from, and which are subject to the provisions of Proposition 218, develop a more extensive description that supports the existing method of assessment and how the improvements to be maintained confer special benefits to properties within the District and identify the general benefits and quantify the costs associated with the general benefits conferred to the public at large to further support compliance with Proposition 218.

Task 9 – Finalize FY 2023-24 Preliminary Engineer's Reports

Submit the thirteen (13) Draft Preliminary Engineer's Reports to City staff for review and comment. Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the final version of the thirteen (13) Preliminary Engineer's Reports and submit to City staff for City Council approval. The Preliminary Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 10 – Resolutions of Intention and Approval of the Preliminary Engineer's Reports

Prepare drafts of the staff report(s) and resolutions for the City Council meeting regarding acceptance of the Preliminary Engineer's Reports and adoption of the Resolutions of Intention. Review the draft staff report(s) and resolutions with City staff and incorporate changes prior to finalization.

Task 11 – FY 2023-24 Resolution of Intention City Council Meeting

If requested, attend the City Council meeting regarding the adoption of the Resolutions of Intention to assist City staff with questions from City Council and the public.

Task 12 – FY 2023-24 Final Engineer's Reports

Based upon the comments received from City staff and City Council at the City Council meeting referenced in Task 11 above, prepare the thirteen (13) Final Engineer's Reports and submit to the City for City Council approval. The Final Engineer's Report will be prepared and signed by one of our on-staff registered Professional Engineers in compliance with the provisions of Proposition 218.

Task 13 – Notice of Public Hearing

Prepare the draft Notice of Public Hearing for City staff review and approval. Finalize the Notice of Public Hearing and send to the City Clerk for publication in the newspaper.

Task 14 - Resolutions Approving Final Engineer's Reports and Authorizing Levy

Prepare drafts of the staff report(s) and resolutions for the City Council meeting regarding approval of the Final Engineer's Reports and adoption of the Resolutions Authorizing the Levy of Assessments. Review the draft staff report(s) and resolutions with City staff and incorporate changes prior to finalization.

Task 15 – FY 2023-24 Public Hearing

If requested, attend the Public Hearing regarding adoption of the Resolutions Approving the Final Engineer's Reports and Authorizing the Levying of Assessments to assist City staff with questions from City Council and the public.

Task 16 – Prepare Final FY 2023-24 Parcel Databases

In July, obtain a copy of the 2023 closed roll database from the County Assessor. Update the parcel databases for each of the thirteen (13) Districts with the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to recalculate the ensuing year's assessments. Finalize the FY 2023-24 assessment databases and levy calculations for each of the Districts.

Task 17 - Filing of FY 2023-24 Engineer's Reports and Resolutions

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagram, and Resolutions Authorizing the Levy of Assessments with the Alameda County Auditor's office.

Task 18 – FY 2023-24 Auditor's Reports

Prepare the annual Auditor's Reports in the Alameda County approved format for each of the thirteen (13) Districts. If there are any rejected parcels resulting from the first submittal, research them and resubmit to the County to ensure the City receives all the assessment revenue to which they are entitled.

Task 19 – FY 2023-24 Final Assessment Rolls

Provide the City with Final Assessment Rolls in electronic format for their records.

Task 20 – Field Property Owner Inquiries

Provide a phone number to be placed on property tax bills and field and address property owner inquiries throughout the year.

RESPONSIBILITIES OF THE CITY

1) Provide qualified legal counsel to review and approve all District documents;
2) Review and approve all budgets, staff reports, resolutions, and legal notices;
3) Publish the notice of public hearing; and
4) Schedule and place the annual items on the agenda for the required City Council meetings.

FEE SCHEDULE

Francisco & Associates proposes a lump sum fee in an amount of $46,350 for the services listed in this proposal. A breakdown of the required hours estimated to complete each task is attached as Appendix A.

Any additional work requested and authorized by the City will be billed on a time and materials basis (unless a lump sum fee is agreed to by both parties) at the hourly rates shown below.

Classification	Hourly Rate
Principal/Project Manager	$195.00
Associate Engineer	$150.00
Senior Project Analyst	$150.00
Project Analyst	$135.00
Clerical	$75.00

Reimbursable expenses will be billed in addition to the lump sum fee above at cost plus 15%. Reimbursable expenses include overnight mail, duplication, County Assessor fees, County Recorder fees, County Auditor fees, etc. Reimbursable expenses will not exceed $500.00.

APPENDIX A

BREAKDOWN OF REQUIRED HOURS ESTIMATED TO COMPLETE EACH TASK

The estimate of hours below to perform the tasks outlined in this proposal is for the City's 13 Landscaping and Lighting Assessment Districts and related 66 Benefit Zones.

Task	Projected Hours by Classification				Total Hours	Estimate of Cost
	Principal/ Project Manager	Associate Engineer	Project Analyst	Clerical		
1 - Project Meetings	4	0	2	0	6	$1,050.00
2 - Collect and Review Available Data	8	0	4	0	12	$2,100.00
3 - Initiation of the FY 2023-24 Assessment Levies	4	0	2	0	6	$1,050.00
4 - Audit Existing Databases and Preliminary FY 2023-24 Parcel Databases	12	0	24	0	36	$5,580.00
5 - Prepare Updated Assessment Diagrams	2	0	8	0	10	$1,470.00
6 - Prepare Maintenance Improvement Diagrams	4	8	24	0	36	$5,220.00
7 - Prepare FY 2023-24 District Budgets	16	0	16	0	32	$5,280.00
8 - Draft FY 2023-24 Preliminary Engineer's Reports	32	4	24	8	68	$10,680.00
9 - Finalize FY 2023-24 Preliminary Engineer's Reports	4	0	4	2	10	$1,470.00
10 - Resolutions of Intention and Approval of the Preliminary Engineer's Reports	4	0	4	0	8	$1,320.00
11 - FY 2023-24 Resolution of Intention City Council Meeting	4	0	0	0	4	$780.00
12 - FY 2023-24 Final Engineer's Reports	4	0	4	2	10	$1,470.00
13 - Notice of Public Hearing	1	0	2	0	3	$465.00
14 - Resolutions Approving Final Engineer's Reports and Authorizing Levy	4	0	4	0	8	$1,320.00
15 - FY 2023-24 Public Hearing	4	0	0	0	4	$780.00
16 - Prepare Final FY 2023-24 Parcel Databases	8	0	16	0	24	$3,720.00
17 - Filing of FY 2023-24 Engineer's Reports and Resolutions	1	0	2	0	3	$465.00
18 - FY 2023-24 Auditor's Reports	2	0	4	0	6	$930.00
19 - FY 2023-24 Final Assessment Rolls	1	0	2	0	3	$465.00
20 - Field Property Owner Inquiries	1	0	4	0	5	$735.00
Total Hours	**120**	**12**	**150**	**12**	**294**	
Total Estimate of Cost	**$23,400.00**	**$1,800.00**	**$20,250.00**	**$900.00**		**$46,350.00**

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Client#: 1998057 FRANCASSOC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Temecula Insurance, div of USI
41923 2nd Street, Suite 201
Temecula, CA 92590
951 694-5200

CONTACT NAME: Cynthia Cadenhead
PHONE (A/C, No, Ext): 951 694-5200 FAX (A/C, No): 951-302-0470
E-MAIL ADDRESS: cynthia.cadenhead@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Transportation Insurance Company	20494
INSURER C : Employers Preferred Insurance Company	10346
INSURER D : US Specialty Insurance Company	29599
INSURER E :	
INSURER F :	

INSURED
Francisco & Associates, Inc.
5927 Balfour Ct Ste 109
Carlsbad, CA 92008

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	7013631642	12/15/2022	12/15/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7013631642	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7018261866	12/15/2022	12/15/2023	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	EIG489349101	12/15/2022	12/15/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			USS2233423	12/15/2022	12/15/2023	$2,000,000 Each Claim $2,000,000 Aggregate 15,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Assessment District, LLAD, EMS, Lein Administration.Certificate holder is hereby named as additional insured.

CERTIFICATE HOLDER

City of Newark
37101 Newark Blvd
Newark, CA 94560

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	

This policy is subject to a minimum charge of $250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12/15/2022 at 12:01 AM standard time, forms a part of

Policy No. EIG 4893491 01 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to FRANCISCO & ASSOCIATES, INC. Endorsement No.

Premium

Countersigned at _____ on _____ By: K. Antonelos

Authorized Representative

WC 04 03 06
(Ed. 4-84)

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CNA

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	**Blanket Additional Insured Provisions**
A.	**Additional Insured – Blanket Vendors**
B.	**Miscellaneous Additional Insureds**
C.	**Additional Provisions Pertinent to Additional Insured Coverage**
1.a.	**Primary – Noncontributory provision**
1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
II.	**Liability Extension Coverages**
A.	**Bodily Injury – Expanded Definition**
B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
D.	**Fellow Employee First Aid**
E.	**Legal Liability – Damage to Premises**
F.	**Personal and Advertising Injury – Discrimination or Humiliation**
G.	**Personal and Advertising Injury – Broadened Eviction**
H.	**Waiver of Subrogation – Blanket**

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such **"written contract;"**

b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury,"** **"property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury"** or **"property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such "bodily injury" or **"property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury"** or **"property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) **"Bodily injury", "property damage"** or **"personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) **"Bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage"** or **"personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For **"bodily injury," "property damage,"** or **"personal and advertising injury"** arising out of the rendering or failure to render any professional services;

(2) For **"bodily injury"** or **"property damage"** included in the **"products-completed operations hazard."** But this provision **(2)** does not apply to such **"bodily injury"** or **"property damage"** if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and

(b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury"** or **"property damage"**; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The **"bodily injury"** or **"property damage;"** or

(b) The offense that caused the **"personal and advertising injury"**;

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your **"employees"** for **"bodily injury"** that results from providing cardiopulmonary resuscitation or other first aid services to a co-**"employee"** or **"volunteer worker"** that becomes necessary while your **"employee"** is performing duties in the conduct of your business. Your **"employees"** are hereby insureds for such services. But the insured status conferred by this provision does not apply to **"employees"** whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   k. Damage To Property

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

   2. Premises you sell, give away or abandon, if the **"property damage"** arises out of any part of those premises;

   3. Property loaned to you;

   4. Personal property in the care, custody or control of the insured;

   5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the **"property damage"** arises out of those operations; or

   6. That particular part of any property that must be restored, repaired or replaced because **"your work"** was incorrectly performed on it.

   Paragraph **2** of this exclusion does not apply if the premises are **"your work"** and were never occupied, rented or held for rental by you.

   Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to **"property damage"** (other than damage by fire or explosion) to premises:

   (1) rented to you:

   (2) temporarily occupied by you with the permission of the owner, or

   (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

   Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

   Paragraph **6** of this exclusion does not apply to **"property damage"** included in the **"products-completed operations hazard."**

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

   Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of **"property damage"** to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of **"personal and advertising injury"** is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any **"executive officer,"** director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of **"Personal and advertising injury"** is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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STAFF REPORT
Item D. 4.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution approving a second amendment to the Contractual Services Agreement with Gachina Landscape Management, Inc. to increase the contractual not-to-exceed amount for additional landscape maintenance services through the term of the contract and amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

Gachina Landscape Management, Inc. (GLM) entered into a Contractual Services Agreement with the City of Newark in March 2021 for ongoing park and landscape maintenance services, maintenance of City-owned properties and maintenance of Landscaping and Lighting District areas. A prior amendment increased the GLM's scope of services to include some landscape maintenance services at the Newark Civic Center and increased landscape maintenance at medians and roadside landscaped areas. Staff has identified additional immediate and long-term landscape maintenance needs as Landscaping and Lighting District areas continue to expand with new development and other Citywide landscape and irrigation maintenance needs emerge. Additionally, staff recommends increasing the not to exceed amount of the agreement to account for renewal options that existed under the original agreement.

Staff recommends that the City Council approve Amendment No. 2 to the Contractual Services Agreement with Gachina Landscape Management, Inc. to increase the not-to-exceed amount of the contract by $1,805,000 to $2,675,000 total through Fiscal Year 2026. Staff further recommends an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan.

BACKGROUND

In March 2021, the City awarded a landscape maintenance services Contractual Services Agreement to Gachina Landscape Maintenance, Inc. The original not-to-exceed amount of approximately $250,000 per fiscal year was established for a minimum scope of services that included park and landscape maintenance services, maintenance of City-owned properties, and basic maintenance for many of the Landscaping and Lighting District areas. In June 2023, the City Council approved Amendment No.1 to the Contractual Services Agreement to the total not-to-exceed

amount to $870,000 through Fiscal Year 2024. Some additional landscape maintenance areas added with the amendment included landscape maintenance services at the Newark Civic Center, increased maintenance in several Landscaping and Lighting Districts, and increased services at street medians and roadside landscape areas. GLM has met expectations over the course of the landscape maintenance contract to date and staff intends to exercise additional renewals under the original contract for service in future years.

DISCUSSION/ANALYSIS

The Maintenance Division would like to add significant immediate additional work for the remainder of Fiscal Year 2024 and substantially increase long-term landscape maintenance under the current contract with GLM. The not-to-exceed amount for the total contract will need to be increased substantially and it is recommended that the adjustment be made now for the projected remainder of the contract term through Fiscal Year 2026. All expenditures in future contract years would be subject to prior budget approval by the City Council.

Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, and 18 are in need of significant repairs to existing mainlines, one-time valve replacements and other significant irrigation repairs. In addition, staff recommends utilizing available Landscaping and Lighting District funds for increased planting, irrigation repair and general improvements within several other existing districts to help beautify the City. The primary focus areas would be district areas Cherry Street and Central Avenue over the next year or two. The City will be assuming more zones in Landscaping and Lighting District No. 19, requiring an increase in ongoing maintenance needs in that area. The Maintenance Division is also proposing to add irrigation repairs to the current scope of work for the Newark Civic Center, increased wall maintenance on Cedar Boulevard, and all remaining median and wall maintenance throughout the City to the scope of services provided by GLM. In addition, the Maintenance Division experienced a shift in staffing and no longer has the designation required by Department of Agriculture to apply herbicide to minimize ground squirrel activity. To maintain landscaping at a level consistent with City standards, it is necessary to increase the amount of services provided by Gachina Landscape Management, Inc.

The current not-to-exceed amount of the Contractual Services Agreement with GLM needs to be increased for the remainder of the contract term to provide for both immediate and long-term planned landscape maintenance services and to account for the costs associated with the renewal options under the original agreement. Staff recommends approving Amendment No. 2 to the agreement to increase the not-to-exceed amount by $1,805,000 for additional landscape maintenance services through Fiscal Year 2026, resulting in a total contractual not-to-exceed amount of $2,675,000. This increased amount reflects an additional $171,000 in additional work for the remainder of Fiscal Year 2024, anticipated increased baseline budgets of $519,000 for Fiscal Year 2025 and $550,000 for Fiscal Year 2026, and $565,000 in planned increased landscape maintenance, planting, and irrigation repair and improvement work in all City Landscaping and Lighting Districts over the entire remaining contract period. Again, all future year expenditures are subject to prior

budget approval by the City Council.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan would need to be increased by $202,201 for Fiscal Year 2024 for the immediate services needed. This amount includes $155,201 through the Landscaping and Lighting Districts and an additional $47,000 added to the Park and Landscape operating budget.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
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

935_Resolution_Gachina
Amendment 2 to Agreement
GLM CSA and Amendment No. 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT WITH GACHINA LANDSCAPE MANAGEMENT, INC. TO INCREASE THE TOTAL NOT-TO-EXCEED AMOUNT FOR ADDITIONAL LANDSCAPING SERVICES AND AMENDMENT OF THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Gachina Landscape Management, Inc. in March 2021 for landscape maintenance services; and

WHEREAS, the initial not-to-exceed amount for the contract was established at $248,000 for the initial contract period; and

WHEREAS, the First Amendment increased the not-to-exceed amount to $870,000 for additional landscape maintenance services to be provided by Gachina Landscape Maintenance, Inc., including ongoing maintenance at the Newark Civic Center and increased maintenance work in Landscaping and Lighting District Nos. 18 and 19; and

WHEREAS, the City has identified a need to amend the Contractual Services Agreement to increase the not-to-exceed amount through Fiscal Year 2026 by $1,805,000 to $2,675,000.

WHEREAS, in order to have additional desired services completed by Gachina Landscape Management during the remainder of the current fiscal year for Landscaping and Lighting District areas and in other park and landscape service areas, the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 requires an update to include an additional appropriation of $155,201 from Landscaping and Lighting District fund balances to contractual services budget and an additional $47,000 appropriated from the Maintenance Cost Center unappropriated fund balance to contractual services budget.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 2 to the Contractual Services Agreements with Gachina Landscape Management, Inc., to increase the not-to-exceed amount of the Contractual Services Agreement to $2,675,000, with any written task orders approved by the Public Works Director based on previously approved budgetary sources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the above Contractual Services Agreement amendment, on file with the City Clerk, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council does hereby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 as follows:

401.60.068.682.6221	LLD01 Contractual Services	$ 18,000
402.60.068.682.6221	LLD01 Contractual Services	$ 10,000
404.60.068.682.6221	LLD01 Contractual Services	$ 20,000
407.60.068.682.6221	LLD01 Contractual Services	$ 2,000
411.60.068.682.6221	LLD01 Contractual Services	$ 25,000
415.60.068.682.6221	LLD01 Contractual Services	$ 1,000
416.60.068.682.6221	LLD01 Contractual Services	$ 2,000
417.60.068.682.6221	LLD01 Contractual Services	$ 2,000
418.60.068.682.6221	LLD01 Contractual Services	$ 47,496
419.60.068.682.6221	LLD01 Contractual Services	$ 27,705
4xx.3000	LLDs Unappropriated Fund Balance	$155,201
140.60.064.643.6221	Contractual Services	$ 47,000
140.3000	Unappropriated Fund Balance	$ 47,000

AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GACHINA LANDSCAPE MANAGEMENT, INC.

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Gachina Landscape Management, Inc., a California corporation ("Consultant") (sometimes referred to as "Parties") dated March 31, 2021 (the "Agreement"), is entered into as of _____, 2024 for ongoing landscape maintenance services in City lighting and landscape districts, streets, and other City-owned property.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of ongoing landscape maintenance services in City lighting and landscape districts, streets, and other City-owned property; and

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

WHEREAS, the Agreement initially included a not-to-exceed amount of $248,000 per fiscal year; and

WHEREAS, the First Amendment increased the "Not to Exceed" Compensation amount for the anticipated services in Fiscal Year 2024 to $370,000 resulting in a total cumulative not-to-exceed amount of $870,000 for the Agreement through Fiscal Year 2024: and

WHEREAS, the City has the option to extend the Agreement for up to four additional fiscal years through Fiscal Year 2026; and

WHEREAS, the Parties again desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount for the anticipated services in through Fiscal Year 2026 by $1,805,00 for a cumulative not-to exceed amount of $2,675,000.

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation through Fiscal Year 2026 by $1,805,000 for a cumulative not-to-exceed amount of $2,675,000.

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

CITY OF NEWARK

_____
David J. Benoun
City Manager

Dated: _____

GACHINA LANDSCAPE MANAGEMENT INC.

By: _____

_____
Printed Name

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

C 21011
R 11178

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 31ST day of MARCH, 2021 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and GACHINA LANDSCAPE MANAGEMENT, INC., a California corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: Park and landscape maintenance services as described in that certain document entitled, "Request for Proposals, for Park and Landscape Maintenance Services, City-Owned Properties and Assessment District Properties," and as set forth in all associated response documents, including but not limited to the Proposal to the City of Newark, the Unit Price Schedule, all Specifications, this Agreement, and all Addenda setting for any modification or interpretations of any of said documents.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth 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 TWO HUNDRED FORTY-EIGHT THOUSAND and No/100 Dollars ($248,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "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. **PUBLIC WORKS REQUIREMENTS.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

13. **PUBLIC WORKS CONTRACTOR REGISTRATION.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. **Minimum Limits of Insurance.**

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 14 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the

Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

15. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

16. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

17. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

18. TERM/TERMINATION.

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

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

30 day

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by **NEAL HORNBECK** 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:

GACHINA LANDSCAPE MANAGEMENT, INC.	CITY OF NEWARK
BRYAN THOMAS	NEAL HORNBECK
Consultant	**Administrator**
Address: Gachina Landscape Mgmt., Inc. Attn: Business Dev. Manager 1130 O'Brien Drive Menlo Park, CA 94025	City of Newark Attn: Asst. Maint. Superintendent 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 4-12

GACHINA LANDSCAPE MANAGEMENT, INC.,
a California corporation

By _____
Consultant

Date 4.1.2021

H. Jaclyn Ishimatsu-Gachina
Printed Name

Attest:

Sheila Harrington
City Clerk

Date 4/6/2021

Approved as to form:

_____
City Attorney

Date 4/1/2021

EXHIBIT A

SCOPE OF SERVICES

The scope of services shall be as defined in the document entitled, "Request for Proposals Park and Landscape Maintenance Services, City-owned Properties and Assessment District Properties," incorporated herein by reference.

EXHIBIT B

PAYMENT

Payment shall be made from monthly invoices submitted by Consultant to City for review and approval based on the Unit Price Schedule of the accepted Bid Proposal from the document entitled, "Request for Proposals, Park and Landscape Maintenance Services, City-Owned Properties and Assessment District Properties," incorporated herein by reference.

EXHIBIT C

QUALIFICATIONS

Qualifications are provided in the Bid Proposal submitted by Consultant for the document entitled, "Request for Proposals, Park and Landscape Maintenance Services, City-Owned Properties and Assessment District Properties," incorporated herein by reference.

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

RESOLUTION NO. 11,178

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH GACHINA LANDSCAPE MANAGEMENT, INC FOR PARK AND LANDSCAPE MAINTENANCE SERVICES WITH OPTIONS FOR ANNUAL CONTRACT RENEWALS

WHEREAS, the City of Newark regularly utilizes contractual services to supplement ongoing park and landscape maintenance throughout the City; and

WHEREAS, the City of Newark Maintenance Division of the Public Works Department issued a Request for Proposals for contractual services for Park and Landscape Maintenance Services; and

WHEREAS, a total of three responses were received from prospective landscape maintenance contractors for ongoing park and landscape maintenance services and from among these responses, staff identified Gachina Landscape Management, Inc. as the firm proposing to provide the best overall value to the City based on their ability and experience in the performance of similar work at the cost proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that Gachina Landscape Management, Inc. was determined to provide the best overall value to City.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to enter into a Contractual Services Agreement with Gachina Landscape Management, Inc. for Park and Landscape Maintenance Services.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Public Works Director to execute future contract renewals under said Contractual Services Agreement for up to four (4) additional annual contract periods through June 30, 2026, subject to prior funding approval for each fiscal year by the City Council.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on March 25, 2021, by Council Member Collazo who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
Interim City Attorney

"Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The undersigned as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Plans therein referred to; and he/she proposed and agrees, if this proposal is accepted, that he/she will contract with the City of Newark, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment herefor the amounts shown on the following unit price schedule, to wit:

CITY OF NEWARK
Public Works Department

UNIT PRICE SCHEDULE

PARK AND LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSAL
CITY-OWNED PROPERTIES AND ASSESSMENT DISTRICT PROPERTIES

Proposer: Gachina Landscape Management Inc.

The Proposer shall submit a Unit Price Schedule based on all of the work as cited herein. The following Unit Price Schedule shall be completed by the Contractor.

BASE BID

Description	Monthly Price	Annual Total
Landscape & Lighting District # 1	$1350.00	$16200.00
Landscape & Lighting District # 2	$428.00	$5136.00
Landscape & Lighting District # 4	$252.00	$3024.00
Landscape & Lighting District # 6	$430.00	$5160.00
Landscape & Lighting District # 7	$504.00	$6048.00
Landscape & Lighting District #11	$1344.00	$16128.00
Landscape & Lighting District #15	$94.00	$1128.00
Landscape & Lighting District #16	$252.00	$3024.00

Description	Monthly Price	Annual Total
Landscape & Lighting District #17	$136.00	$1632.00
Cedar Boulevard East	$682.00	$8184.00
Cherry St Backup and Wall	$1008.00	$12096.00
Cherry Street Median	$346.00	$4152.00
Jarvis Ave, Haley St and Fircrest St.	$1344.00	$16128.00
Thornton Ave East	$1344.00	$16128.00
Thornton Ave Backup and Wall	$336.00	$4032.00
Cedar Blvd West	$94.00	$1128.00
Mel Nunes Sportsfields Park	$2016.00	$24192.00
Thornton Ave West	$94.00	$1128.00
Magnolia Plaza	$94.00	$1128.00
George M. Silliman Activity Center & George M. Silliman Aquatic Center	$1018.00	$12216.00
Cedar Blvd. - Smith Ave. to Mowry Ave. Center medians and sidewalk areas	$756.00	$9072.00
Cedar Blvd. – Mowry Ave. to Balentine Dr. Center medians only	$336.00	$4032.00
Cedar Blvd. – Dupont Ave. to Thornton Ave. Center medians and sidewalk areas	$252.00	$3024.00
Cedar Blvd. –Newark Blvd. to Haley St. Center medians only	$336.00	$4032.00
Lido Blvd. – Cedar Blvd. to Jarvis Ave. Center medians only	$136.00	$1632.00
Newark Blvd. – Jarvis Ave. to Ruschin Dr. Center medians only	$252.00	$3024.00

Description	Monthly Price	Annual Total
Newark Blvd. – Thornton Ave. to Ruschin Dr. Center medians only	$356.00	$4272
Mowry Ave. –I-880 Freeway to Cherry St. Blvd. Center medians only	$430.00	$5160.00
Mowry Ave. – Alpenrose Ct. to Cherry St. Sidewalks only	$136.00	$1632.00
Cherry St.– Mowry Ave. to Golden State Lumber Center medians only	$94.00	$1128.00
Cherry St. – Mowry Ave. to ACFC East sidewalk only	$188.00	$2256.00
Jarvis Ave. – Cardiff St. to Lake Blvd.	$94.00	$1128.00

10,724

TOTAL ANNUAL BASE BID **$198,384.00**

MAJOR IRRIGATION REPAIRS

Description	Unit	Quantity	Unit Price	Total
Valve Replacement Labor per hour	Hourly	30	$95.00	$2850.00
Main Line Repair Labor per hour	Hourly	50	$95.00	$4750.00
Lateral Line Repair Labor per hour	Hourly	50	$95.00	$4750.00
Emergency Call Out Labor per hour	Hourly	10	$112.5 (4 hour min. per call after hours)	$4500.00

LANDSCAPE REPAIR/REFURBISHMENT

One flat of groundcover including labor	Each	30	$65.00	$1950.00
One 1-gallon shrub including labor	Each	30	$28.00	$840.00
One 15-gallon tree including labor	Each	50	$58.40	$2920.00

Landscape Repair/Refurbishment quantities are for estimating purposes only.

7. SELECTION CRITERIA, AND SELECTION PROCESS WITH ESTIMATED DATES

Proposals will be screened, and the top candidate(s) will be reviewed by a selection committee. In reviewing the Proposals, the City will carefully weigh:

- Firm's understanding of the scope of work and general approach to completing the work
- Firm's experience with contracts of similar scope, complexity and magnitude.
- Demonstrated ability of the Company to perform high quality work, to control costs and to meet time schedules as evidenced by proposed methodology.
- Satisfaction of previous clients.
- Proposed rate schedule

a. *Cover Letter.* Describe your firm's interest and commitment to providing the landscape maintenance consulting services over the course of the planned contract. The letter shall be signed by a person authorized to negotiate a contract with the City.

b. *Experience providing similar services/references.* Provide a list of local government clients over the past five years, along with a contact person (name, agency, title, address, and telephone number) for each listed reference.

c. *Staffing, Team Experience.* Describe the qualifications and experience of key team members expected to be assigned to this contract.

d. *Cost Proposal.* Complete the entire Bid Proposal provided in Section 6 (Proposal Format and Content) above based on the estimated areas listed in Section 5 (Base Bid and Approximate Maintenance Areas). If there is a mathematical discrepancy between the monthly and annual cost proposal, the monthly estimate will be selected.

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FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GACHINA LANDSCAPE MAINTENANCE, INC.

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Gachina Landscape Maintenance, Inc., a California corporation ("Consultant") (sometimes referred to as "Parties") dated March 31, 2021 (the "Agreement"), is entered into as of July 12, 2023, 2023 for ongoing park and landscape maintenance services at City parks, streets, and other City-owned property, including assessment district properties.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform ongoing park and landscape maintenance services at City parks, streets, and other City-owned property, including assessment district properties; and

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

WHEREAS, the Agreement initially included a not-to-exceed amount of $248,000 per fiscal year; and

WHEREAS, the City has the option to extend the Agreement for up to four additional fiscal years through Fiscal Year 2026; and

WHEREAS, the Parties again desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount for the anticipated services in Fiscal Year 2024 to $370,000 resulting in a total cumulative not-to-exceed amount of $870,000 for the Agreement through Fiscal Year 2024; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not-to-exceed compensation amount during Fiscal Year 2024 to $370,000 and the total cumulative not-to-exceed compensation to $870,000 for the Agreement through Fiscal Year 2024.

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

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CITY OF NEWARK

DocuSigned by:
075767B2C2304C4...

David J. Benoun
City Manager

Dated: 7/10/2023

GACHINA LANDSCAPE MAINTENANCE, INC.

By: DocuSigned by:
BD64DFA36F12409...

H. Jaclyn Ishimaru-Gachina
Printed Name

Dated: 6/30/2023

Attest:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...

Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
Kristopher J. Kokotaylo
ABFC8AFEC9714E4...

Kristopher J. Kokotaylo
City Attorney

RESOLUTION NO. 11522

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH GACHINA LANDSCAPE MANAGEMENT, INC. TO INCREASE THE TOTAL NOT-TO-EXCEED AMOUNT FOR ADDITIONAL LANDSCAPING SERVICES AND AMENDMENT OF THE BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Gachina Landscape Management, Inc. for landscape maintenance services; and

WHEREAS, the initial not-to-exceed amount for the contract was established at $248,000 per fiscal year; and

WHEREAS, the contract expenditures for the first two years through June 30, 2023 are estimated at $500,000; and

WHEREAS, there is a need for additional landscape maintenance services to be provided by Gachina Landscape Maintenance, Inc., including ongoing maintenance at the Newark Civic Center and increased maintenance work in Landscaping and Lighting District Nos. 18 and 19; and

WHEREAS, staff has identified a need to amend the Contractual Services Agreement to increase the not-to exceed amount through Fiscal Year 2024 for landscape maintenance services; and

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2023 included a budget increase for Fiscal Year 2023 in the amount of $45,000 for landscape maintenance services at the Newark Civic Center that should be extended through Fiscal Year 2024 in the amount of $48,000.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves Amendment No. 1 to the Contractual Services Agreements with Gachina Landscape Management, Inc., to increase the not-to-exceed amount of the Contractual Services Agreement by $370,000 for Fiscal Year 2024 to $870,000 total, with any written task orders approved by the Public Works Director based on previously approved budgetary sources.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the above Contractual Services Agreement amendment, on file with the City Clerk, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 as follows:

To:	140.60.064.643.6221	$ 48,000
From:	140.3000	$ 48,000

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 22, 2023, by Council Member Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

STAFF REPORT
Item D. 5.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution authorizing the City Manager to execute a three-year contract with Siemens Industry, Inc. for fire life safety program support at the Newark Civic Center and at all City-owned facilities

SUMMARY AND RECOMMENDATION

The Maintenance Division of the Public Works Department has contracted with Siemens Industry, Inc. over the past fifteen years to provide fire life safety program support at all City buildings. A new service contract is needed for fire life system program support for the next three years. The existing systems at the Silliman Activity and Family Aquatic Center and at the Newark Civic Center are proprietary and only Siemens Industry, Inc. has the specialized training to maintain and service the systems.

Staff recommends that the City Council authorize the City Manager to execute a three-year contractual services agreement with Siemens Industry, Inc. for fire life safety systems support at the Newark Civic Center and at all City-owned facilities.

BACKGROUND

Over the last fifteen years, Siemens Industry, Inc. has been performing the City's state-mandated fire life safety annually as well as five-year inspections at all City-owned facilities, including Viola Blythe, Community Center, Childcare Annex, Ruschin Fire Station, Second Chance, Old Library, Thornton Fire Station, Service Center, Watkins Hall, Old Fire Station, Sportsfield Restroom, and Cherry Fire Station. Three years ago the Newark Civic Center, which includes City Hall, Newark Police Station, and Alameda County Library, was added to the scope of services. The scope of services includes fire alarm monitoring services, annual 'Exit' lighting tests and inspections, fire alarm system annual tests and inspections, sprinkler system annual tests, sprinkler system quarterly inspections, private fire service main annual testing and inspection, and ongoing maintenance of all systems.

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes funding for the maintenance of the City's fire life safety systems at the Newark Civic Center and at all City-owned facilities. Maintenance of these various systems is essential to reduce the potential consequences of a fire incident such as loss of life or

property damage. Maintenance also extends the lifespan of the mechanical infrastructure and reduces downtime of the systems.

The City of Newark has had a contract with Siemens Industry, Inc. since the year 2000 for service support of the fire life safety system at Silliman Aquatic Center and since 2021 for Newark Civic Center. Siemens Industry, Inc. has provided excellent support to the City during that time. Siemens Industry, Inc. has provided proposals for complete ongoing support programs at all city-owned facilities over a proposed three-year contract period. The Maintenance Division of the Public Works Department is satisfied with the proposed scope of services and the cost savings associated with efficiently running fire life safety systems.

DISCUSSION/ANALYSIS

Siemens Industry, Inc. has been evaluated by staff as the single source vendor for the proprietary components and a new three-year contract for program support services is recommended. Siemens Industry, Inc. is the only potential service consultant that possesses the unique knowledge, skill and expertise to provide the necessary service support programs.

The proposed annual contract amounts average $48,710 for testing and inspection services for a total of $146,130 over the three-year period. The total ongoing maintenance costs over the three-year period are estimated at $55,000. The total combined costs for testing and inspection services and all maintenance is $201,130.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan includes sufficient funding for the remainder of Fiscal Year 2024. Budget recommendations will include sufficient funding for the full scope of services proposed over future fiscal years.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
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

Siemens Resolution
Agreement Siemens

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR CONTRACTUAL SERVICE AGREEMENT WITH SIEMENS INDUSTRIES, INC. FOR FIRE LIFE SAFETY PROGRAM SUPPORT AT THE NEWARK CIVIC CENTER AND AT ALL CITY-OWNED FACILITIES

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan includes sufficient funding in Fiscal Year 2024 for the renewal of fire life safety program at the Newark Civic Center and at all other City-owned facilities and budget recommendations for future fiscal years will include as part of the regular budget process; and

WHEREAS, Siemens Industries, Inc. has successfully provided a service support program for the fire life safety systems at the Newark Civic Center and at all City-owned facilities for more than 15 years; and

WHEREAS, Siemens Industries, Inc. has submitted proposals for a detailed scope of services for the Newark Civic Center and all other City-owned facilities over the next three years that has been reviewed by Maintenance Division staff and determined to satisfy the City's long-term needs for such support services; and

WHEREAS, Siemens Industries, Inc. has proprietary components at several facilities including the Silliman Activity and Family Aquatic Center and the Newark Civic Center; and

WHEREAS, per the Newark Municipal Code Chapter 3.04, formal bidding procedures are not required where the City's requirements can be met solely by a single patented article or process or provider; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute a Contractual Services Agreement with Siemens Industries, Inc., in a form approved by the City Attorney, in a total amount not to exceed Two Hundred and Two Thousand Dollars and No/100 Dollars ($202,000) for a period of three years to provide the City with all necessary service support programs for fire life safety systems at the Newark Civic Center and at all City-owned facilities.

CONTRACTUAL SERVICES AGREEMENT

SIEMENS INDUSTRY, INC. – ALL CITY OWNED FACILITIES

This Service Agreement (hereinafter "Agreement") is made and entered into on _____ by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and SIEMENS INDUSTRY, INC., a CALIFORNIA CORPORATION ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

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

Fire and life safety services for all city owned facilities with mandated system testing; monitoring included for Civic Center.

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 Two Hundred and Two Thousand and No/100 Dollars ($202,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. Method of Billing. To request payment, Consultant shall submit yearly 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 yearly 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. Minimum Limits of Insurance.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous

coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 14 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall

not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

15. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

16. <u>INDEMNIFICATION/SAVE HARMLESS</u>. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

17. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

18. TERM/TERMINATION.

A. The term of this Agreement shall commence January 15, 2024 and shall expire March 14, 2027.

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 **TONYA CONNOLLY** 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:

SIEMENS INDUSTRY, INC.	**CITY OF NEWARK**
MEHDI ESKANDAR	TONYA CONNOLLY
Consultant	**Administrator**
Address: Siemens Industry, Inc. Attn: Mehdi Eskandar 46897 Bayside Parkway Fremont, CA 94538	City of Newark Attn: Tonya Connolly 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 _____
David J. Benoun, City Manager

Date _____

Attest:

_____
Sheila Harrington, City Clerk

Date _____

Approved as to form:

_____
Kristopher J. Kokotaylo, City Attorney

Date _____

SIEMENS INDUSTRY, INC.
a California corporation

By _____
Andrew Patton,
Fire Services Sales Manager

Date _____

EXHIBIT A

SCOPE OF SERVICES

Fire alarm monitoring service (Civic Center only)

Annual exit light test and inspection (Civic Center only)

Fire alarm system – annual test and inspection

Sprinkler system – annual test and inspection

Sprinkler system – quarterly inspection

Private fire Service mains (hydrants) – annual testing and inspection

Sprinkler system (all facilities except Civic Center) – 5-year test in year 1

EXHIBIT B

PAYMENT

Payment within 30 days of receipt of yearly invoice as outlined below:

Contract Overview:

City owned facilities including Viola Blythe, Community Center, Community Center Annex, Ruschin Fire, Second Chance, Old Library, Thornton Fire, Service Center, Watkins Hall, Old Fire Station, Sportsfield Restroom, Cherry Fire, Senior Center, and Silliman**:**

Year 1 contract period – March 15, 2024 through March 14, 2025 - $36,780
Year 2 contract period – March 15, 2025 through March 14, 2026 - $30,252
Year 3 contract period – March 15, 2026 through March 14, 2027 - $31,920

Fiscal Year 24	$12,260.03
Fiscal Year 25	$34,603.97
Fiscal Year 26	$30,807.94
Fiscal Year 27	$21,280.06
Total	$98,952.00

Civic Center facilities including City Hall, Library, and Police Station:

Year 1 contract period – January 15, 2024 through January 14, 2025 - $14,892
Year 2 contract period – January 15, 2025 through January 14, 2026 - $15,711
Year 3 contract period – January 15, 2026 through January 14, 2027 - $16,575

Fiscal Year 24	$7,446.00
Fiscal Year 25	$15,301.50
Fiscal Year 26	$16,143.00
Fiscal Year 27	$8,287.50
Total	$47,178.00

Estimated Maintenance:
Year 1 maintenance (five-year inspection repairs) - $25,000
Year 2 maintenance - $15,000
Year 3 maintenance - $15,000

Siemens Schedule - City Owned Facilities

	Viola Blythe	Community Center	Childcare Annex	Ruschin FS29	Second Chance	Old Library	Thornton Fire	Service Center	Watkins	Old Fire Station	Sportsfield RR	Cherry Fire	Silliman
Year 1	**$1,119.00**	**$2,517.00**	**$1,678.00**	**$979.00**	**$2,517.00**	**$979.00**	**$8,950.00**	**$2,936.00**	**$2,239.00**	**$699.00**	**$420.00**	**$420.00**	**$11,328.00**
1-Mar-2024	$93.25	$209.75	$139.83	$81.58	$209.75	$81.58	$745.82	$244.65	$186.55	$58.24	$35.00	$35.00	$944.00
1-Apr-2024	$93.25	$209.75	$139.83	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
1-May-2024	$93.25	$209.75	$139.83	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
1-Jun-2024	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
FY24	**$373.00**	**$839.00**	**$559.31**	**$326.32**	**$839.00**	**$326.32**	**$2,983.28**	**$978.63**	**$746.20**	**$232.96**	**$140.00**	**$140.00**	**$3,776.00**
1-Jul-2024	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
1-Aug-2024	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
1-Sep-2024	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
1-Oct-2024	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
1-Nov-2024	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.66	$186.55	$58.24	$35.00	$35.00	$944.00
1-Dec-2024	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.65	$186.55	$58.24	$35.00	$35.00	$944.00
1-Jan-2025	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.65	$186.55	$58.24	$35.00	$35.00	$944.00
1-Feb-2025	$93.25	$209.75	$139.82	$81.58	$209.75	$81.58	$745.82	$244.65	$186.55	$58.24	$35.00	$35.00	$944.00
Year 2	**$920.00**	**$2,070.00**	**$1,380.00**	**$805.00**	**$2,070.00**	**$805.00**	**$7,363.00**	**$2,415.00**	**$1,840.00**	**$575.00**	**$345.00**	**$345.00**	**$9,319.00**
1-Mar-2025	$76.67	$172.51	$115.00	$67.08	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Apr-2025	$76.67	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-May-2025	$76.67	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Jun-2025	$76.67	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
FY25	**$1,052.68**	**$2,368.04**	**$1,578.56**	**$920.87**	**$2,368.00**	**$920.96**	**$8,420.88**	**$2,762.29**	**$2,105.76**	**$657.60**	**$395.00**	**$395.00**	**$10,658.32**
1-Jul-2025	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Aug-2025	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Sep-2025	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Oct-2025	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Nov-2025	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Dec-2025	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Jan-2026	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
1-Feb-2026	$76.68	$172.51	$115.00	$67.05	$172.50	$67.08	$613.58	$201.26	$153.34	$47.92	$28.75	$28.75	$776.58
Year 3	**$971.00**	**$2,185.00**	**$1,456.00**	**$850.00**	**$2,185.00**	**$850.00**	**$7,769.00**	**$2,547.00**	**$1,942.00**	**$607.00**	**$364.00**	**$364.00**	**$9,830.00**
1-Mar-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.58	$30.33	$30.33	$819.17
1-Apr-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.58	$30.33	$30.33	$819.17
1-May-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.58	$30.33	$30.33	$819.17
1-Jun-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.58	$30.33	$30.33	$819.17
FY26	**$937.12**	**$2,108.40**	**$1,405.32**	**$819.72**	**$2,108.32**	**$819.96**	**$7,498.32**	**$2,459.08**	**$1,874.04**	**$585.68**	**$351.32**	**$351.32**	**$9,489.32**
1-Jul-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.33	$30.33	$819.17
1-Aug-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.34	$30.33	$819.17
1-Sep-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.34	$30.33	$819.17
1-Oct-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.34	$30.33	$819.17
1-Nov-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.34	$30.33	$819.17
1-Dec-2026	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.34	$30.33	$819.17
1-Jan-2027	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.34	$30.33	$819.17
1-Feb-2027	$80.92	$182.08	$121.33	$70.83	$182.08	$70.83	$647.42	$212.25	$161.83	$50.60	$30.33	$30.33	$819.17
1-Mar-2027													
FY27	**$647.36**	**$1,456.64**	**$970.64**	**$566.64**	**$1,456.64**	**$566.64**	**$5,179.36**	**$1,698.00**	**$1,294.64**	**$404.80**	**$242.70**	**$242.64**	**$6,553.36**

Siemens Schedule - Civic Center Plaza

	PD	City Hall	Newark Library
Year 1	**$5,148.00**	**$3,900.00**	**$5,844.00**
1-Jan-2024	$429.00	$325.00	$487.00
1-Feb-2024	$429.00	$325.00	$487.00
1-Mar-2024	$429.00	$325.00	$487.00
1-Apr-2024	$429.00	$325.00	$487.00
1-May-2024	$429.00	$325.00	$487.00
1-Jun-2024	$429.00	$325.00	$487.00
FY24	**$2,574.00**	**$1,950.00**	**$2,922.00**
1-Jul-2024	$429.00	$325.00	$487.00
1-Aug-2024	$429.00	$325.00	$487.00
1-Sep-2024	$429.00	$325.00	$487.00
1-Oct-2024	$429.00	$325.00	$487.00
1-Nov-2024	$429.00	$325.00	$487.00
1-Dec-2024	$429.00	$325.00	$487.00
Year 2	**$5,340.00**	**$4,080.00**	**$6,291.00**
1-Jan-2025	$445.00	$340.00	$524.25
1-Feb-2025	$445.00	$340.00	$524.25
1-Mar-2025	$445.00	$340.00	$524.25
1-Apr-2025	$445.00	$340.00	$524.25
1-May-2025	$445.00	$340.00	$524.25
1-Jun-2025	$445.00	$340.00	$524.25
FY25	**$5,244.00**	**$3,990.00**	**$6,067.50**
1-Jul-2025	$445.00	$340.00	$524.25
1-Aug-2025	$445.00	$340.00	$524.25
1-Sep-2025	$445.00	$340.00	$524.25
1-Oct-2025	$445.00	$340.00	$524.25
1-Nov-2025	$445.00	$340.00	$524.25
1-Dec-2025	$445.00	$340.00	$524.25
Year 3	**$5,640.00**	**$4,308.00**	**$6,627.00**
1-Jan-2026	$470.00	$359.00	$552.25
1-Feb-2026	$470.00	$359.00	$552.25
1-Mar-2026	$470.00	$359.00	$552.25
1-Apr-2026	$470.00	$359.00	$552.25
1-May-2026	$470.00	$359.00	$552.25
1-Jun-2026	$470.00	$359.00	$552.25
FY26	**$5,490.00**	**$4,194.00**	**$6,459.00**
1-Jul-2026	$470.00	$359.00	$552.25
1-Aug-2026	$470.00	$359.00	$552.25
1-Sep-2026	$470.00	$359.00	$552.25
1-Oct-2026	$470.00	$359.00	$552.25
1-Nov-2026	$470.00	$359.00	$552.25
1-Dec-2026	$470.00	$359.00	$552.25
1-Jan-2027			
FY27	**$2,820.00**	**$2,154.00**	**$3,313.50**

Contract Overview				
	PD	City Hall	Library	**Total**
Year 1	$5,148.00	$3,900.00	$5,844.00	$14,892.00
Year 2	$5,340.00	$4,080.00	$6,291.00	$15,711.00
Year 3	$5,640.00	$4,308.00	$6,627.00	$16,575.00
FY24	$2,574.00	$1,950.00	$2,922.00	$7,446.00
FY25	$5,244.00	$3,990.00	$6,067.50	$15,301.50
FY26	$5,490.00	$4,194.00	$6,459.00	$16,143.00
FY27	$2,820.00	$2,154.00	$3,313.50	$8,287.50

EXHIBIT C

QUALIFICATIONS

Siemens has performed maintenance on City-owned facilities for the past 15 years, beginning at Silliman Aquatic Center. Siemens fire safety system was also installed in Civic Center and has been monitored and serviced consistently for the last three years by Siemens. Siemens fire safety systems are proprietary and require specialized training to service.

Siemens Service Agreements for Civic Center and City buildings is attached.

SIEMENS

PROPOSAL
City of Newark Police, City Hall and New Library FLS Services

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
CITY OF NEWARK

DELIVERED ON
January 19, 2024

SMART BUILDINGS

Transforming the Everyday

SIEMENS

Table of Contents

INTRODUCTION 1
Proposal Information 1
Contact Information 3

SERVICE SOLUTION 4
Building Services – Fire 4
Building Services – Sprinkler 5
Emergency Response Times – Fire & Sprinkler Systems 6

SERVICE IMPLEMENTATION PLAN 6
Service Agreement Contract Characteristics 6
Service Team- South Bay Team 7

TERMS AND CONDITIONS 8
Terms and Conditions 8
Agreement Terms for Investments 10

SIGNATURE PAGE 11
Signature Page 11

APPENDICES 12
Fire & Life Safety 12

SIEMENS

Contact Information

Proposal #:	8548616
Date:	January 19, 2024

Sales Executive:	Mehdi Eskandar
Branch Address:	46897 Bayside Pkwy, Suite 200 Fremont, CA 94538
Telephone:	(510) 589-8132
Email Address:	mehdi.eskandar@siemens.com

Customer Contact:	Tonya Connolly
Customer:	CITY OF NEWARK
Address:	6800 MOWRY AVE
	NEWARK CA 94560
Services shall be provided at:	CITY OF NEWARK (Police Station, City Hall and New Library)
	37077, 37101, 37055 Newark Blvd, NEWARK CA 94560

Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction
NFPA – National Fire Protection Association

Manage System Operation & Compliance

Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. Estimate was derived from the equipment quantities provided to Siemens for the purpose of generating this proposal. Should Siemens encounter a variance greater than 3% of the total quantities provided for each site, price adjustments may be needed. The test and inspection of all notification appliances as well as elevator recall testing will be done during a Saturday from 7:30am to 4:30 pm which will be scheduled in advance. All other testing, including duct detectors and HVAC shutdown will be performed during normal business hours (M-F 7:30 am to 4:30 pm)

Building Services – Sprinkler

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction
NFPA – National Fire Protection Association

Sprinkler System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. Be advised Siemens Team will require full unobstructed access to all areas with sprinkler coverage during the during of the visits. Any delays or return visits due to lack of access may need to be billed separately.

Sprinkler System - Quarterly Inspection

Siemens will perform the quarterly test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements.

Private Fire Service Mains (Hydrants) - Annual Test & Inspection

Siemens will perform the annual test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements.

(1) Annual Exit Light Test and Inspection
We will perform an annual test of Exit Lights by certified specialists using testing protocols specified by NFPA as well as any local guidelines that are required for your facility. Any deficiencies will be noted.

Fire Alarm Monitoring Service (Cellular as Sole Means of Communication)
Siemens will coordinate and administer off-site monitoring of your fire alarm and life safety system via Siemens UL Listed Central Monitoring Station. The fire procedures used in monitoring are in accordance with NFPA 72 and local authorities and can only be altered by the Authority Having Jurisdiction. Daily system tests are standard in fire monitoring to ensure the communication path is operational.

SIEMENS

Emergency Response Times – Fire & Sprinkler Systems

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite within the same business day for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions may be incorporated into the next scheduled service call.

Service Agreement Contract Characteristics

Description	FIRE	SPRINKLER
Hours of Coverage	24 x 7	24 x 7
Response Times (Phone/Online)	Billable	2 Hours
Response Times (Onsite/Emergency)	Billable	4 Hours
Remote Services	No	No
Third Party Systems	No	Yes
Monitoring	No	No
Additional Labor Discount	20.0%	20.0%
Additional Material Discount	25.0%	25.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement.

SIEMENS

Service Team- South Bay Team

Siemens Industry, Inc. Building Technologies

FIRE SAFETY SYSTEM SERVICE CONTACT INFORMATION

FIRST LINE OF RESPONSE:

To call or schedule Service/ Repair and for Emergencies:

1.866.728.7767

This number is manned by a representative 24/7. Please provide your name, site location, phone number and a brief description of your problem. If your call is received after hours, and is an emergency, the dispatcher will page the on-call technician, who will return your call to discuss the problem. The technician will respond accordingly depending on issue.

If your call is received between 8:00am and 5:00pm, or if your call is received after hours and is not an emergency, the dispatcher below will return your call during normal hours to schedule a repair visit.

Local Service Dispatcher (Service / Repair Calls, logs calls for onsite emergency service)

Byron Bradley (866) 728-7767

Byron.Bradley@siemens.com

SECOND LINE OF RESPONSE:

Service Department Supervisor Contacts

Use these contacts if you are not receiving the response that you need from the First Line:

Client Service Manager (Execution of Scope of Services Scheduling of Inspections, Operational Requests)

Duoc Lai 510-305-6276

duoc.lai@siemens.com

Sales Executive, Account Manager (Manage Contract Scope, Pricing Requests, Client Relationship Management)

Mehdi Eskandar 510-589-8132

Mehdi.eskandar@siemens.com

Siemens Monitoring Station (If Applicable)- (866) 552-7823

Terms and Conditions

Terms and Conditions (Click to download)
Terms & Conditions (www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Rider(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Riders (Click on rider below to download)
SI Fire Life Safety Rider (www.siemens.com/rider-fls)
SI Exclusions and Clarifications (www.siemens.com/rider-clarification)

SIEMENS

Agreement Terms for Investments

Services shall be provided at:

37077, 37101, 37055 Newark Blvd,
NEWARK, CA 94560

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning January 15, 2024.

Initial Term Investments:

Police station	Period Range	Billing Frequency	Annual Price
1	Jan15,2024 - Jan14,2025	Annually (In Advance)	$5,148.00
2	Jan 15,2025 - Jan14,2026	Annually (In Advance)	$5,340.00
3	Jan15,2026 - Jan14,2027	Annually (In Advance)	$5,640.00

City Hall	Period Range	Billing Frequency	Annual Price
1	Jan15,2024 - Jan14,2025	Annually (In Advance)	$3,900.00
2	Jan 15,2025 - Jan14,2026	Annually (In Advance)	$4,080.00
3	Jan15,2026 - Jan14,2027	Annually (In Advance)	$4,308.00

Library	Period Range	Billing Frequency	Annual Price
1	Jan15,2024 - Jan14,2025	Annually (In Advance)	$5,844.00
2	Jan 15,2025 - Jan14,2026	Annually (In Advance)	$6,291.00
3	Jan15,2026 - Jan14,2027	Annually (In Advance)	$6,627.00

Amount Due In Advance Based On Billing Frequency

There is a 1% charge to increase the billing frequency to semi-annually in advance, or a 2% charge to increase the frequency to quarterly in advance or 2.5% to increase frequency to monthly in advance. The pricing quoted in this Proposal are firm for 30 days.

SIEMENS

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jan 15,2024 - Jan 14,2025	Annually (In Advance)	$14,892.00
2	Jan 15,2025 - Jan 14,2026	Annually (In Advance)	$15,711.00
3	Jan 15,2026 - Jan 14,2027	Annually (In Advance)	$16,575.00

Proposed by:

Siemens Industry, Inc.

Company

Mehdi Eskandar

Name

8548616

Proposal #

$47,178.00

Proposal Amount

January 19, 2024

Date

Accepted by:

CITY OF NEWARK

Company

Name (Printed)

Signature

Title

Date

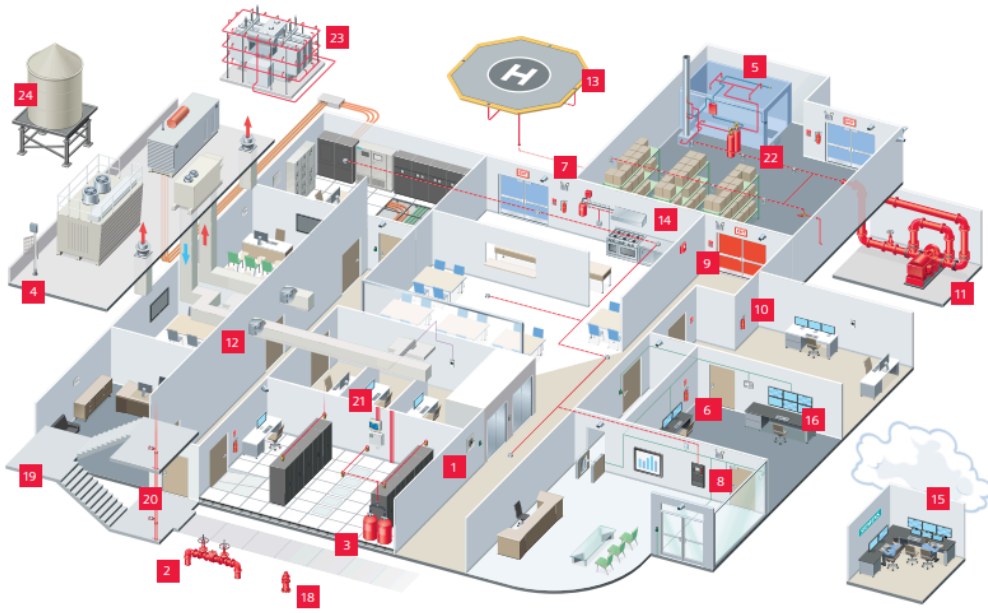
Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Fire & Life Safety

Protection matters

SIEMENS

Siemens comprehensive Fire & Life Safety Services provide the support you need to protect your people, property, and business continuity.



With more than 100 field offices staffed with 3,100 service employees, we provide the support you need when you need it.

Siemens NICET-certified technicians are trained on complete systems from most major manufacturers.

Siemens operates a fully redundant US-based, UL-listed National Service Operations Center for 24/7/365 alarm, fire, and systems monitoring.

Comprehensive Fire & Life Safety Services

1. Area of Refuge
2. Back Flow Preventers
3. Clean Agent Suppression
4. Distributed Antenna Systems
5. Dry Chemical Industrial Suppression
6. Emergency Communication – MNS
7. Exit / Emergency Lights
8. Fire Alarm Systems
9. Fire Doors
10. Fire Extinguishers
11. Fire Pumps
12. Fire / Smoke Dampers
13. Foam-Water Sprinkler Systems
14. Kitchen Hood Suppression
15. Monitoring
16. Network Management Station (Desigo CC)
17. Nurse Call (not pictured)
18. Private Fire Service Mains (Hydrants)
19. Smoke Control / Stairwell Pressurization
20. Standpipe and Hose Systems
21. VESDA
22. Water-Based Fire Sprinklers
23. Water Spray / Mist Systems
24. Water Storage Tanks

© Siemens Smart Infrastructure 153-SBT-1046 (10/2020)

usa.siemens.com/totalfire

Signature

Presented to:

CITY OF NEWARK
January 19, 2024, 4:34:36 AM

Accepted by:

Printed Name

Signed Name

Title

Date

SIEMENS

PROPOSAL
City of Newark Multi-Site FLS (Fire Alarm & Sprinkler) Services

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
CITY OF NEWARK

DELIVERED ON
January 18, 2024

SMART BUILDINGS

Transforming the Everyday

SIEMENS

Table of Contents

INTRODUCTION 1
- Proposal Information 1
- Contact Information 3

SERVICE SOLUTION 4
- Building Services – Fire 4
- Building Services – Sprinkler 5
- Emergency Response Times – Fire & Sprinkler Systems 6

SERVICE IMPLEMENTATION PLAN 6
- Service Agreement Contract Characteristics 6
- Service Team- South Bay Team 7
- Service Location Chart 8

TERMS AND CONDITIONS 8
- Terms and Conditions 8
- Agreement Terms for Investments 10

SIGNATURE PAGE 11
- Signature Page 11

APPENDICES 12
- Fire & Life Safety 12

SIEMENS

Contact Information

Proposal #:	8539921
Date:	January 18, 2024

Sales Executive:	Mehdi Eskandar
Branch Address:	46897 Bayside Pkwy, Suite 200 Fremont, CA 94538
Telephone:	(510) 589-8132
Email Address:	mehdi.eskandar@siemens.com

Customer Contact:	Tonya Connolly
Customer:	CITY OF NEWARK
Address:	6800 MOWRY AVE
	NEWARK CA 94560
Services shall be provided at:	CITY OF NEWARK (14 Buildings Citywide- listed in service location chart)
	6800 MOWRY AVE NEWARK CA 94560

Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction
NFPA – National Fire Protection Association

Manage System Operation & Compliance

Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. Estimate was derived from the equipment quantities provided to Siemens for the purpose of generating this proposal. Should Siemens encounter a variance greater than 3% of the total quantities provided for each site, price adjustments may be needed.

Building Services – Sprinkler

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction
NFPA – National Fire Protection Association

Sprinkler System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. Be advised Siemens Team will require full unobstructed access to all areas with sprinkler coverage during the during of the visits. Any delays or return visits due to lack of access may need to be billed separately.

Sprinkler System - Quarterly Inspection

Siemens will perform the quarterly test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements.

Private Fire Service Mains (Hydrants) - Annual Test & Inspection

Siemens will perform the annual test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements.

Sprinkler System – 5 Year Test & Inspection- In year 1 only

Siemens will perform the 5 year test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements.

SIEMENS

Emergency Response Times – Fire & Sprinkler Systems

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite within the same business day for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions may be incorporated into the next scheduled service call.

Service Agreement Contract Characteristics

Description	FIRE	SPRINKLER
Hours of Coverage	24 x 7	24 x 7
Response Times (Phone/Online)	Billable	2 Hours
Response Times (Onsite/Emergency)	Billable	4 Hours
Remote Services	No	No
Third Party Systems	No	Yes
Monitoring	No	No
Additional Labor Discount	20.0%	20.0%
Additional Material Discount	25.0%	25.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement.

SIEMENS

Service Team- South Bay Team

Siemens Industry, Inc. Building Technologies

FIRE SAFETY SYSTEM SERVICE CONTACT INFORMATION

FIRST LINE OF RESPONSE:

To call or schedule Service/ Repair and for Emergencies:

1.866.728.7767

This number is manned by a representative 24/7. Please provide your name, site location, phone number and a brief description of your problem. If your call is received after hours, and is an emergency, the dispatcher will page the on-call technician, who will return your call to discuss the problem. The technician will respond accordingly depending on issue.

If your call is received between 8:00am and 5:00pm, or if your call is received after hours and is not an emergency, the dispatcher below will return your call during normal hours to schedule a repair visit.

Local Service Dispatcher (Service / Repair Calls, logs calls for onsite emergency service)

Byron Bradley (866) 728-7767

Byron.Bradley@siemens.com

SECOND LINE OF RESPONSE:

Service Department Supervisor Contacts

Use these contacts if you are not receiving the response that you need from the First Line:

Client Service Manager (Execution of Scope of Services Scheduling of Inspections, Operational Requests)

Duoc Lai 510-305-6276

duoc.lai@siemens.com

Sales Executive, Account Manager (Manage Contract Scope, Pricing Requests, Client Relationship Management)

Mehdi Eskandar 510-589-8132

Mehdi.eskandar@siemens.com

Siemens Monitoring Station (If Applicable)- (866) 552-7823

Service Location Chart

Services performed	Viola Blythe	Community Center	Childcare Annex	Ruschin Fire #29	Second Chance (Homeless Shelter	Old Library - 6300 Civic Terrace Ave
Fire Alarm System	Yes	Yes	Yes	Yes	Yes	Yes
Sprinkler System Testing	No	No	Yes	Yes	Yes	Yes
Monitoring	No	No	No	No	No	No

Services performed	Fire Station 1	Service Center/ Maintenance Yard	Watkins Hall	Old Fire Station	Sportsfield Restroom	Cherry Fire Station #3
Fire Alarm System	Yes	Yes	Yes	Yes	Yes	Yes
Sprinkler System Testing	Yes	Yes	No	No	Yes	Yes
Monitoring	No	No	No	No	No	No

Services performed	Senior Center	Silliman Center			
Fire Alarm System	no (or need counts)	Yes			
Sprinkler System Testing	Yes	Yes			
Monitoring	No	Yes			

Terms and Conditions

Terms and Conditions (Click to download)
Terms & Conditions (www.siemens.com/standard-terms-service)

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SI Fire Life Safety Rider (www.siemens.com/rider-fls)
SI Exclusions and Clarifications (www.siemens.com/rider-clarification)

SIEMENS

Agreement Terms for Investments

Services shall be provided at:

6800 MOWRY AVE
NEWARK, CA 94560

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning March 15, 2024. If term is reduced to less than 36 months, Siemens will need to adjust price by an additional 14%.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	March 15,2024 - March 14,2025	Annually (In Advance)	$36,780.00
2	March 15,2025 - March 14,2026	Annually (In Advance)	$30,252.00
3	March 15,2026 - March 14,2027	Annually (In Advance)	$31,920.00

Amount Due In Advance Based On Billing Frequency

There is a 1% charge to increase the billing frequency to semi-annually in advance, or a 2% charge to increase the frequency to quarterly in advance or 2.5% to increase frequency to monthly in advance. The pricing quoted in this Proposal are firm for 30 days.

SIEMENS

Signature Page

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2	March 15,2025 - March 14,2026	Annually (In Advance)	$30,252.00*
3	March 15,2026 - March 14,2027	Annually (In Advance)	$31,920.00*

Proposed by:

Siemens Industry, Inc.

Company

Mehdi Eskandar

Name

8539921

Proposal #

$98,952.00

Proposal Amount

January 18, 2024

Date

Accepted by:

CITY OF NEWARK

Company

Name (Printed)

Signature

Title

Date

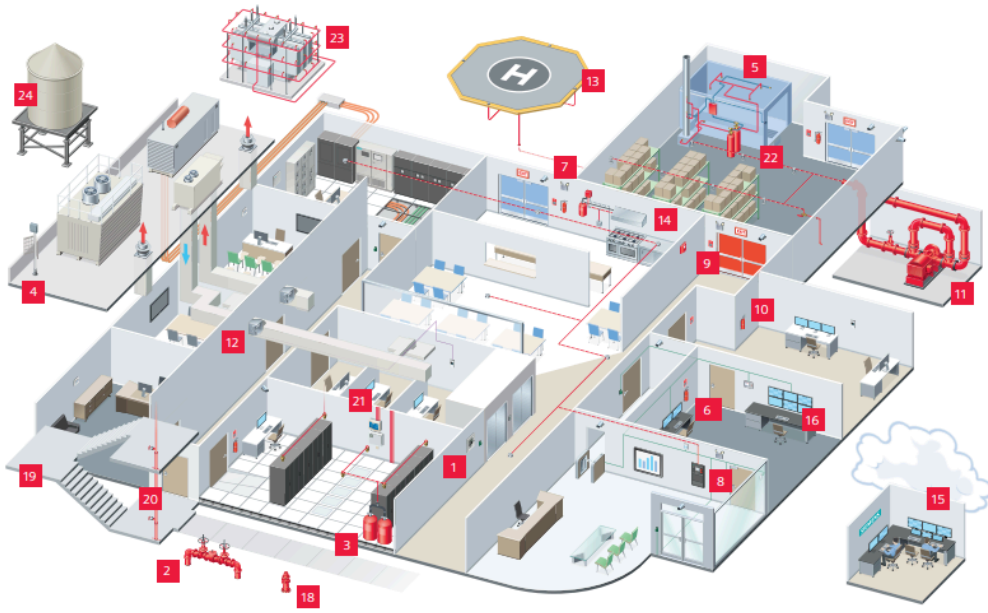
Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Fire & Life Safety

Protection matters

SIEMENS

Siemens comprehensive Fire & Life Safety Services provide the support you need to protect your people, property, and business continuity.



With more than 100 field offices staffed with 3,100 service employees, we provide the support you need when you need it.

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Siemens operates a fully redundant US-based, UL-listed National Service Operations Center for 24/7/365 alarm, fire, and systems monitoring.

Comprehensive Fire & Life Safety Services

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10. Fire Extinguishers
11. Fire Pumps
12. Fire / Smoke Dampers
13. Foam-Water Sprinkler Systems
14. Kitchen Hood Suppression
15. Monitoring
16. Network Management Station (Desigo CC)
17. Nurse Call (not pictured)
18. Private Fire Service Mains (Hydrants)
19. Smoke Control / Stairwell Pressurization
20. Standpipe and Hose Systems
21. VESDA
22. Water-Based Fire Sprinklers
23. Water Spray / Mist Systems
24. Water Storage Tanks

© Siemens Smart Infrastructure 153-SBT-1046 (10/2020)

usa.siemens.com/totalfire

Signature

Presented to:

CITY OF NEWARK
January 18, 2024, 4:07:54 PM

Accepted by:

Printed Name

Signed Name

Title

Date

STAFF REPORT
Item F. 1.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Matthew Farrell, Chief Building Official
SUBJECT	Waive full reading and introduce by title only an ordinance repealing and replacing Chapter 15.40 Construction In Flood Hazard Areas of Title 15 of the Newark Municipal Code to align with the updated FEMA National Flood Insurance Program requirements

SUMMARY AND RECOMMENDATION

Newark Municipal Code Chapter 15.40, Construction in Flood Hazard Areas, in combination with flood protection provisions of the 2022 California Building Standards, governs all proposed development and construction located within flood hazard areas identified by the Federal Emergency Management Agency (FEMA). Over the last several years, FEMA has updated the location of specific flood proofing requirements within various chapters of the 2022 California Building Standards. As a result, the City's current flood plain ordinance has become outdated according to the National Flood Insurance Program (NFIP) administered by FEMA. The proposed ordinance would amend the Newark Municipal Code to align entirely with the new FEMA requirements for local jurisdictions. The modifications to the Newark Municipal Code will not have a significant impact on the requirements applied to property owners for construction in these areas.

Staff recommends that the City Council waive full reading and, by title only, introduce an ordinance to repeal and replace chapter 15.40 Construction in Flood Hazard Areas of the Newark Municipal Code.

BACKGROUND

The City of Newark's current floodplain management requirements reside in Newark Municipal Code Chapter 15.40, Construction in Flood Hazard Areas. The requirements in this code section, combined with the flood protection provisions of the adopted 2022 California Building Standard Code govern all development and construction within the flood hazard areas of the City, as those areas are identified by FEMA on applicable Flood Insurance Rate Maps. The purpose and intent of these regulations is to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in these flood hazard areas by establishing comprehensive regulations for floodplain management. A

critical element of these regulations is flood resistant construction or "flood proofing" which refers to a specific set of requirements for the placement and elevation of various types of structures, foundation design, the type of methods and materials utilized for construction, and other related requirements.

Over the last several years, FEMA has updated and moved the language and requirements for flood proofing and construction in floodplains into the 2021 International Building Code (IBC) which is the model code upon which the 2022 California Building Standards were created by the State of California. While the City Council previously adopted the 2022 California Building Standards by reference, the updated requirements and specific locations of those requirements for flood proofing and construction in floodplains within the IBC were not included as part of that action as there are appendix chapters and supplemental documentation requiring additional documentation, findings, and ordinance updates. The proposed ordinance would bring the City up to date with the current requirements by adding language to help safeguard property and loss due to flooding, which includes an increase in the freeboard (the floor elevation above existing grade) height and other methods found in American Society of Engineers, Title 24. When the upcoming 2025 California Building Standards are published, the City can further adopt the required updates, appendices, and supplemental documentation at that time. The proposed ordinance identifies the language required to use portions of the 2022 California Building Standards and the process to implement the flood proofing requirements required by NFIP.

DISCUSSION/ANALYSIS

Currently, Newark Municipal Code Chapter 15.40, Construction in Flood Hazard Areas, contains language that is enforced for flood damage reduction but does not align with the requirements of flood proofing found within either the International Building Code or the 2022 California Building Standards. The proposed ordinance is the model ordinance recommended by FEMA to meet the new requirements and would align with the specific code sections where flood proofing language is contained within the 2022 California Building Standards, as previously adopted by the City Council. The City enforces NFIP requirements in the 2022 California Building Standards. Some of the modifications required by FEMA include a revised process for enforcement of the review and approval for work within the flood hazard areas. In addition, the specific location of the requirements for the minimum standards of construction within the flood hazard areas needs to align with FEMA requirements.

While these modifications are necessary as a general benefit to update Chapter 15.40 for consistency with FEMA requirements and the 2022 California Building Standards, there is very little practical impact for Newark property owners and developers. The flood proofing requirements of the building codes do not change as those were previously enforceable through the 2022 California Building Standards. The proposed revisions to Chapter 15.40 do also outline a revised process for enforcement and appeals, which shifts the requirements for appeals from the Floodplain Administrator to an ad-hoc Committee. This change was done in order to ensure that there will be an unbiased body for final decisions on enforcing requirements.

The proposed text amendments for Newark Municipal Code Chapter 15.40, Construction in Flood Hazard Areas, are provided as Exhibit A to the proposed ordinance. A redlined version of the code modifications is provided as Attachment 1.

FISCAL IMPACT

There is no direct fiscal impact as a result of updating the Construction in Flood Areas chapter of the Newark Municipal Code. The City's costs related to the implementation of the ordinance would be recovered through the building permit fees in the current Master Fee Schedule.

REVIEW AND APPROVAL

Prepared by - Matthew Farrell, Chief Building Official
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Floodplain Ordinance

Exhibit A

Attachment 1 Redline Ordinance

[illegible]

[illegible]

□ [illegible]the □egislature of the State of California has, in □overnment Code Sections □□□□2, □□□□□, and □□□□□, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citi□enry□and

□ [illegible]the □ederal Emergency Management □gency has identified special flood ha□ard areas within the boundaries of the City of Newark □the □City□□and such areas may be sub□ect to periodic inundation which may result in loss of life and property, health and safety ha□ards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

□ [illegible], the City was accepted for participation in the National □lood □nsurance □rogram in □une □□□□ and the City Council desires to continue to meet the re□uirements of □itle 44 Code of □ederal Regulations, Sections □□ and □□, necessary for such participation□and

□ [illegible], pursuant to the California Health and Safety Code, □ivision □□, □art □.□ and □art 2.□, the City is re□uired to administer and enforce the California □uilding Standards Code, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood ha□ard areas□and

□ [illegible], the City Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the California □uilding Standards Code.

[illegible]

[illegible]

□he above recitals are true and correct and made a part of this Ordinance.

[illegible]

Newark Municipal Code Chapter □□.4□, Construction in □lood Ha□ard □reas, is repealed and replaced in its entirety as contained in Exhibit □, attached hereto and incorporated herein.

[illegible]

□f any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. □o this end, provisions of this Ordinance are severable. □he City Council of the City of Newark hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

[illegible]

[illegible]pproval of the ordinance is exempt from further environmental review under the general rule in California Environmental [illegible]uality [illegible]ct [illegible]CE[illegible] [illegible]uidelines Section [illegible]b[illegible]that CE[illegible] only applies to pro[illegible]ects that have the potential for causing a significant effect on the environment. [illegible]s a series of text amendments and additions that do not authori[illegible]e any new activity, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

[illegible]

[illegible] ithin fifteen [illegible]days from and after adoption, this Ordinance shall be published once in the [illegible]ri-City [illegible]oice, a newspaper of general circulation printed and published in [illegible]lameda County and circulated in the City of Newark, in accordance with California [illegible]overnment Code Section [illegible]. [illegible]his Ordinance shall take effect and be enforced thirty [illegible]days after its adoption.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

These regulations, in combination with the flood provisions of California Code of Regulations Title 24, the *California Building Standards Code* (hereinafter "building codes," consisting of the Part 2 (building), Part 2.5 (residential), Part [illegible] (existing building), and related codes), shall be known as the *Floodplain Management Regulations* of [illegible] (hereinafter "these regulations").

[illegible]

[illegible]

[illegible]

The Legislature of the State of California has, in Government Code Sections [illegible]2, [illegible], and [illegible], conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

[illegible]

[illegible]

[illegible]

The provisions of these regulations, in combination with the flood provisions of the building codes, shall apply to all proposed development entirely or partially in flood hazard areas established in [illegible].4.22 of these regulations.

[illegible]

[illegible]

[illegible].

The purposes and objectives of these regulations and the flood load and flood resistant construction requirements of the building codes are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

1. Minimize unnecessary disruption of commerce, access, and public service during times of flooding.
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage.
3. Manage the alteration of natural floodplains, stream channels and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.
4. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential.
5. Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
6. Contribute to improved construction techniques in the floodplain.
7. Minimize damage to public and private facilities and utilities.
8. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.

□. Minimi□e the need for rescue and relief efforts associated with flooding.

□. Ensure that property owners, occupants, and potential owners are aware of property located in flood ha□ard areas.

□. Minimi□e the need for future expenditure of public funds for flood control pro□ects and response to and recovery from flood events.

□. Meet the re□uirements of the National □lood □nsurance □rogram for community participation as set forth in □itle 44 Code of □ederal Regulations, Section □□.22.

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□ursuant to the re□uirement□established in State statute that the □□□□□□□□□□□□ administer and enforce the *California Building Standards Code*, the □□□□□□□□□□□□□□of □□□□□□□□□□□ hereby acknowledges that the building codes contain certain provisions that apply to the design and construction of buildings and structures in flood ha□ard areas. □herefore, these regulations are intended to be administered and enforced in con□unction with the building codes.

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□he degree of flood protection re□uired by these regulations and the building codes is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. □arger floods can and will occur. □lood heights may be increased by man-made or natural causes. Enforcement of these regulations and the building codes does not imply that land outside the special flood ha□ard areas, or that uses permitted within such flood ha□ard areas, will be free from flooding or flood damage. □he flood ha□ard areas and base flood elevations contained in the □lood □nsurance Study and shown on □lood □nsurance Rate Maps and the re□uirements of □itle 44 Code of □ederal Regulations, Sections □□ and □□ may be revised by the □ederal Emergency Management □gency, re□uiring this community to revise these regulations to remain eligible for participation in the National □lood □nsurance □rogram. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with these regulations.

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□hese regulations shall not create liability on the part of □□□□□□□□□□□□, any officer or employee thereof, the State of California, or the □ederal Emergency Management □gency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made hereunder. □he □loodplain □dministrator and any employee charged with the enforcement of these regulations, while acting for the community in good faith and without malice in the discharge of the duties re□uired by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. □ny suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by a legal representative of the community until the final termination of the proceedings. □he □loodplain □dministrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

[illegible]

The provisions of these regulations shall not be deemed to nullify any provisions of local, State or federal law.

[illegible]

These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal, abrogate or impair any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes, nor any existing easements, covenants, or deed restrictions. In the event of an overlap or conflict between these regulations and any other ordinance, code, regulation, easement, covenant, or deed restriction, the more restrictive shall govern.

[illegible]

[illegible]

These regulations, in conjunction with the building codes, provide minimum requirements for development located in flood hazard areas, including the subdivision of land filling, grading and other site improvements installation of utilities installation, placement and replacement of manufactured homes placement of recreational vehicles installation of tanks temporary structures and temporary or permanent storage utility and miscellaneous Group U buildings and structures certain building work exempt from permit under the building codes and flood control projects.

[illegible]

The Flood Insurance Study for [illegible], California and Incorporated Areas dated [illegible] and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for establishing flood hazard areas. Where the building code establishes flood hazard areas, such areas are established by this section. Additional maps and studies, when specifically adopted, supplement the FIS and FIRMs to establish additional flood hazard areas. Maps and studies that establish flood hazard areas are on file at the [illegible]

[illegible]

In the interpretation and application of these regulations, all provisions shall be

A. Considered as minimum requirements.
B. Liberally construed in favor of the governing body.
C. Deemed neither to limit nor repeal any other powers granted under state statutes.

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□. Review applications and plans for modification of any existing development in flood ha□ard areas for compliance with these regulations.

E. Re□uire development in flood ha□ard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimi□e flood damage.

□. □nterpret flood ha□ard area boundaries and provide available flood elevation and flood ha□ard information.

□. □etermine whether additional flood ha□ard data shall be obtained from other sources or developed by the applicant.

H. Complete the appropriate section of the □epartment of Housing and Community □evelopment □loodplain Ordinance Compliance Certification for Manufactured Home□Mobile home □nstallations when submitted by applicants.

□. Review re□uests submitted to the □uilding Official seeking approval to modify the strict application of the flood load and flood resistant construction re□uirements of the building code, to determine whether such re□uests re□uire consideration as a variance pursuant to □rticle □□□ of these regulations.

□. Coordinate with the □uilding Official and others to identify and investigate damaged buildings located in flood ha□ard areas and inform owners of the re□uirement to obtain permits for repairs.

□. Re□uire applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to □EM□ the data and information necessary to maintain the □lood □nsurance Rate Maps when the analyses indicate changes in base flood elevations, flood ha□ard area boundaries, or floodway designations□such submissions shall be made within □ months of such data becoming available.

□. Re□uire applicants who propose alteration of a watercourse to notify ad□acent communities and the N□□□ State Coordinating □gency, and to submit copies of such notifications to the □ederal Emergency Management □gency □□EM□□.

M. □nspect development in accordance with □rticle □□□ of these regulations and inspect flood ha□ard areas to determine when development is undertaken without issuance of permits.

N. □repare comments and recommendations for consideration when applicants seek variances for development other than buildings in accordance with □rticle □□□ of these regulations.

O. Cite violations in accordance with □rticle □□□ of these regulations.

□. Notify □EM□ when the corporate boundaries of □□□□

□. Estimate the market value, or re□uire the applicant to obtain an appraisal of the market value prepared by a □ualified independent appraiser, of the building or structure before the start of construction of the proposed work□in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

□. Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, when applicable, to the market value of the building or structure.

C. □etermine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.

□. Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction re□uirements of the building code is re□uired and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage.

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in writing and □ustifiable cause demonstrated. □he □loodplain □dministrator is authori□ed to grant, in writing, one or more extensions of time, for periods not more than □□□ days each unless □EM□ has issued notification of revision to the □lood □nsurance Rate Study and □lood □nsurance Rate Maps that alter the flood ha□ard area or floodway boundaries, flood □ones, or base flood elevations, in which case the permit is invalid.

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H. Existing and proposed alignment of any proposed alteration of a watercourse.

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base flood elevations are included in the effective □lood □nsurance Study or on the effective □□RM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood ha□ard area encroachments, will not increase the base flood elevation more than one □□□foot at any point within the community. □his re□uirement does not apply in isolated flood ha□ard areas not connected to a riverine flood ha□ard area or in flood ha□ard areas identified as □one □O or □one □H.

C. □or alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel□s flood-carrying capacity. □he applicant shall submit the analysis to □EM□ as specified in □□.4□.□□4 of these regulations. □he applicant shall notify the chief executive officer of ad□acent communities and the California □epartment of □ ater Resources. □he □loodplain □dministrator shall maintain a copy of the notification in the permit records and shall submit a copy to □EM□.

□. □or activities that propose to alter sand dunes in coastal high ha□ard areas □□one □□□E□ and Coastal □ □ones, an engineering analysis that demonstrate the proposed alteration will not increase the potential for flood damage.

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areas from time to time to determine when development is undertaken without issuance of a permit.

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E. The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.

F. The compatibility of the proposed development with existing and anticipated development.

G. The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.

H. The safety of access to the property in times of flood for ordinary and emergency vehicles.

I. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, if applicable, expected at the site.

J. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

K. Necessity to the facility of a waterfront location, where applicable.

L. Variances shall not be issued within any effective regulatory floodway if any increase in flood levels during the base flood discharge would result.

M. Variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structure constructed below the design flood level, providing that the procedures of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

[illegible] Variances shall only be issued upon:

A. Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.

B. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.

C. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or future property owners, or conflict with existing local laws or ordinances.

D. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. When the request is to allow construction of the lowest floor of a new building or substantial improvement of a building below the design flood elevation, notification to the applicant in writing over the signature of the Floodplain Administrator specifying the difference between the design flood elevation and the proposed elevation of the lowest floor, stating that issuance of a variance to construct below the elevation required in the building code will result in increased premium rates for federal flood insurance up to amounts as high as $25 for $100 of insurance coverage, and that such construction below the required elevation increases risks to life and property.

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or e□uipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channeli□ation, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and□or velocity of the riverine flow of water during conditions of the base flood.

“ASCE 24” means the standard *Flood Resistant Design and Construction*, referenced by the building code, developed and published by the □merican Society of Civil Engineers, Reston, □□. □ here cited, □SCE 24 refers to the edition of the standard that is referenced by the building code.

“Base flood” means the flood having a □-percent chance of being e□ualed or exceeded in any given year. □□lso defined in CCR □itle 24 □art 2.□
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”Base flood elevation” means the elevation of the base flood, including wave height, relative to the National □eodetic □ertical □atum □N□ □□□, North □merican □ertical □atum □N□□□□or other datum specified on the □lood □nsurance Rate Map □□□RM□. □□lso defined in CCR □itle 24 □art 2.□

“Basement” means, for the purpose of floodplain management, the portion of a building having its floor subgrade □below ground level□on all sides. □□lso defined in CCR □itle 24 □art 2.□

□□ □□□□□□□ □□□□ □□□□□are any type of walls, could be solid or lattice, and or constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building. □ breakaway wall shall be designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used, or any buildings to which they might be carried by flood waters.□
□□ breakaway wall shall have a safe design loading resistance of not less than □□ and no more than 2□ pounds per s□uare foot. □se of breakaway walls must be certified by California Civil Engineer and small meet the following conditions□

□. □reakaway wall collapse shall result from a water load less than that which would occur during the base flood□and
□. □he elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

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“Building code” means California Code of Regulations □itle 24, the *California Building Standards Code*, the family of building codes specifically adopted by the State of California and composed of□

□. □art 2, applicable to buildings and structures other than dwellings within the scope of this part.
□. □art 2.□, applicable to one- and two-family dwellings and townhouses not more than three stories, and accessory structures.
C. □art □□, applicable to existing buildings □as defined in that code□.
□. Other specified codes.

“Coastal A Zone” means a special flood ha□ard area, landward of a □ □one or landward of an open coast without mapped coastal high ha□ard areas. □n a coastal □ □one, the principal source of flooding must be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding.

□uring the base flood conditions, the potential for breaking wave height shall be greater than or e□ual to □ □ feet □4□□ mm□. □he inland limit of the coastal □ □one is □a□the □imit of Moderate □ ave □ction if delineated on a □□RM, or □b□designated by the authority having □urisdiction. □□lso defined in CCR □itle 24 □art 2.□

"Coastal high hazard area" means the area within the special flood ha□ard area extending from offshore to the inland limit of a primary dune along an open coast and any other area that is sub□ect to high-velocity wave action from storms or seismic sources, and shown on a □lood □nsurance Rate Map □□□RM□or other flood ha□ard map as velocity □one □, □O, □E or □□-□□. □□lso defined in CCR □itle 24 □art 2.□

"Design flood" means the flood associated with the greater of the following two areas□□□lso defined in CCR □itle 24 □art 2.□

□. □rea with a flood plain sub□ect to a □-percent or greater chance of flooding in any year.
□. Area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.

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"Design flood elevation" means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as □one □O, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood ha□ard map. □n areas designated as □one □O where a depth number is not specified on the map, the depth number shall be taken as being e□ual to 2 feet □□□□ mm□. □□lso defined in CCR □itle 24 □art 2.□

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"Development" means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations, flood control pro□ects, and other land-disturbing activities.

"Encroachment" means the placement of fill, excavation, buildings, permanent structures or other development into a flood ha□ard area which may impede or alter the flow capacity of riverine flood ha□ard areas.

□□□□□□□□□□□□□□□□□□□□□□□□means, for the purpose of variances from these regulations or the building code, the exceptional difficulty that would result from a failure to grant a re□uested variance. Mere economic or financial hardship is not exceptional. □nconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one□s neighbors do not, as a rule, □ualify as exceptional hardships. □ll of these circumstances can be resolved through other means without granting variances, even when the alternatives are more expensive or re□uire the property owner to build elsewhere or put the parcel to a different use than originally intended.□□

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manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood or flooding" means a general and temporary condition of partial or complete inundation of normally dry land from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding.

"Flood control project" means a dam or barrier design and constructed to keep water away from or out of a specified area, including but not limited to levees, floodwalls, and channelization.

"Flood damage-resistant materials" means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in CCR, Title 24, Part 2.)

"Flood hazard area" means the greater of the following two areas: (Also defined in CCR, Title 24, Part 2.)

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

"Flood Insurance Rate Map (FIRM)" means an official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the risk premium zones applicable to the community. (Also defined in CCR, Title 24, Part 2.)

"Flood Insurance Study" means the official report provided by the Federal Emergency Management Agency containing the flood insurance Rate Map (FIRM), the flood boundary and floodway Map (FBFM), the water surface elevation of the base flood and supporting technical data. (Also defined in CCR, Title 24, Part 2.)

"Floodplain Administrator" means the community official designated by title to administer and enforce the floodplain management regulations.

"Floodway" means the channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. (not to exceed one foot, as set by the National Flood Insurance Program.) (Also defined in CCR, Title 24, Part 2.)

(illegible) means, for the purpose of variances from these regulations or the building code, the intentional use of deceit to deprive another of rights or property, making a victim of the deprived person or the public. As it pertains to buildings granted variances to be constructed below the elevation required by the building code, future owners or tenants of such buildings and the community as a whole may bear the burden of increased risk of damage from floods, increased cost of flood insurance, and increased recovery costs, inconvenience, danger,

and suffering.

"Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding or ship repair facilities. The term does not include long-term storage, manufacture, sales or service facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

means any structure that is

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register

Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district individually listed on the inventory of historic places maintained by the California Office of Historic Preservation (or individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the secretary of the Interior or directly by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved program. **"Letter of Map Change (LOMC)"** means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include

1. Letter of Map Amendment (LOMA) (An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
2. Letter of Map Revision (LOMR) (A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
3. Letter of Map Revision Based on Fill (LOMR-F) (A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations and the standards set forth by Title 44 Code of Federal Regulation Sections , , , and)
4. Conditional Letter of Map Revision (CLOMR) (A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

"Light-duty truck" means, as defined in 4 C.F.R. 2-2, any motor vehicle rated at , pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of , pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is

□. □esigned primarily for purposes of transportation of property or is a derivation of such a vehicle, or

□. □esigned primarily for transportation of persons and has a capacity of more than twelve □□2 □persons □or

C. □vailable with special features enabling off-street or off-highway operation and use.

□

"Limit of Moderate Wave Action (LiMWA)" means a line shown on □□RMs to indicate the inland extent of the □ □□2-foot breaking wave height during the base flood. □□lso defined in CCR □itle 24 □art 2.□

□**"Lowest floor"** means the lowest floor of the lowest enclosed area, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation re□uirements of the building codes. □□lso defined in CCR □itle 24 □art 2.□

"Manufactured home" means a structure that is transportable in one or more sections, built on a permanent chassis, designed for use as a single-family dwelling with or without a permanent foundation when connected to the re□uired utilities, and constructed to the Manufactured Home Construction and Safety Standards promulgated by the □.S. □epartment of Housing and □rban □evelopment. □lso see definitions in Health and Safety Code sections □□□□□.□a□□2 □and □□□□□.□a□. □or the purposes of floodplain management, the term also includes mobile homes and recreational vehicles, park trailers, travel trailers and similar transportable structures that are placed on a site for □□□ consecutive days or longer.

"Manufactured home park or subdivision" means a parcel □or contiguous parcels □of land divided into two or more manufactured home lots for rent or sale.

"Market value" means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. □s used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by one of the following methods□□□□□ctual Cash □alue □replacement cost depreciated for age and □uality of construction□, □2 □tax assessment value ad□usted to approximate market value by a factor provided by the □roperty □ppraiser, or □□□a □ualified independent appraiser.

"New construction", for floodplain management purposes, means structures for which the "start of construction" commenced on or after □une □□□□ and includes any subse□uent improvements to such structures.

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“Permit for floodplain development” means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authori□es performance of specified development activities that are located in flood ha□ard areas and that are determined to be compliant with these regulations.

“Recreational vehicle” means a vehicle that is built on a single chassis, 4□□ s□uare feet □□□.□□ m^2□or less when measured at the largest hori□ontal pro□ection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living □uarters for recreational, camping, travel or seasonal use. □ recreational vehicle is ready for highway use when it is on its wheels or □acking system, is attached to the site only by □uick disconnect type utilities and security devices and has no permanently attached additions. □lso see definitions in Health and Safety Code section □□□□□.

□□ □□□□□□□□□□means relating to, formed by, or resembling a river □including tributaries□, stream, brook, etc.□□

□□□□□□□□□□□mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

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improvement regardless of the actual repair work performed. □he term does not, however, include either□ □□lso defined in CCR □itle 24 □art 2.□

□. □ny pro□ect for improvement of a building re□uired to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

□. □ny alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

□

"Utility and Miscellaneous Group U" means buildings and structures of an accessory character and miscellaneous structure not classified in any special occupancy, as described in the building code.

"Variance" means a grant of relief from the re□uirements of these regulations which permits construction in a manner otherwise prohibited and where specific enforcement would result in exceptional hardship.

"Violation" means a development that is not fully compliant with these regulations or the flood provisions of the building code, as applicable.

"Watercourse" means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

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□. □□he accessory structure or detached garage must comply with floodplain encroachment provisions in □□□□□□□□□□

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home parks and subdivisions, lies within a flood ha□ard area, the following shall be re□uired□

□. □he flood ha□ard area, including floodways, coastal high ha□ard areas, and Coastal □ □ones, as appropriate, shall be delineated on preliminary subdivision plats.

□. □ here the subdivision has more than □□ lots or is larger than □ acres and base flood elevations are not included on the □□RM, the base flood elevations determined in accordance with □□.4□.□□2 □□□of these regulations.

C. □ hen, as part of a proposed subdivision, fill will be placed to support buildings, the fill shall be placed in accordance with the building code and approval of the subdivision shall re□uire submission of as-built elevations for each filled pad certified by a California □icensed □and Surveyor or Civil Engineer

□□□

Sub□ect to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. □n addition to these re□uirements, when intended to support buildings and structures, fill shall comply with the re□uirements of the building code. □he placement of fill intended to change base flood elevations, change floodway boundaries, or change boundaries of flood ha□ard areas shown on □□RMs shall be sub□ect to the re□uirements of □□.4□.□□4 of these regulations. □

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Such development and site improvement activities include but are not limited to□

□. □ulkheads, seawalls, retaining walls, revetments, and similar erosion control structures.

□. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the base flood or otherwise function to avoid obstruction of floodwaters.

C. On-site sewage treatment and disposal systems, including mound systems.

□□□

□c□ in an expansion to an existing manufactured home park or subdivision□or □d□ in an existing manufactured home park or subdivision upon which a manufactured home has incurred □substantial damage□as the result of a flood, shall be elevated such that the lowest floor, or bottom of the lowest hori□ontal member of the lowest floor, as applicable to the flood ha□ard area, is at or above the base flood elevation.

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[illegible]

Recreational vehicles in flood ha□ard areas, shall be placed on a site for less than □□□ consecutive days or shall be fully licensed and ready for highway use. Ready for highway use means the recreational vehicle is on wheels or □acking system, is attached to the site only by □uick disconnect type utilities and security devices, and has no permanently attached additions, such as rooms, stairs, decks and porches.

[illegible]

Recreational vehicles that do not meet the limitations in □□.4□.□□□ for temporary placement shall meet the re□uirements of □□.4□.□4□ for manufactured homes.

[illegible]

[illegible]

□ll development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the building code, shall□

□. □e located and constructed to minimi□e flood damage.

□. Meet the limitations of □□.4□.□□4 of these regulations when located in a regulated floodway.

C. □e anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

□. □e constructed of flood damage-resistant materials.

E. Have mechanical, plumbing, heating□cooling, ventilation, and electrical systems above the design flood elevation or meet the re□uirements of □SCE 24, except that minimum electric service re□uired to address life safety and electric code re□uirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the building code for wet locations.

[illegible]

□anks that serve buildings shall comply with the re□uirements of the building code. □nderground and above-ground tanks that serve other purposes shall be designed, constructed, installed and anchored in accordance with □SCE 24.

[illegible]

[illegible]

□emporary structures shall be erected for a period of less than □□□ consecutive days and temporary storage of goods and materials shall be permitted for a period of less than □□□ days. Extensions may be granted in accordance with □□.4□.□4□ of these regulations. □n addition, the following apply□

□. □emporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood. □ully enclosed temporary structures shall have flood openings that are in accordance with □SCE 24 to allow for the automatic entry and exit

of flood waters.

□. □emporary stored materials shall not include ha□ardous materials.

C. □he re□uirements of □□.4□.□□4 of these regulations, when located in floodways.

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□pplications for permits for flood control pro□ects shall include documentation including but not limited to□

□. Site plan or document showing the existing topography and the boundaries of the flood ha□ard areas, floodway boundaries, and base flood elevations shown on the □□RM.

□. Site plan or document showing the proposed topography and the proposed changes to the boundaries of the flood ha□ard areas, floodway boundaries, and base flood elevations.

C. □he documentation submitted to □EM□ for a Conditional □etter of Map Revision □C□OMR□and, if issued, the Conditional □etter of Map Revision. Submittal re□uirements and processing fees shall be the responsibility of the applicant. □ C□OMR is re□uired when a proposed flood control pro□ect alters a floodway and increases base flood elevations more than greater than □.□□ feet, or alters a watercourse a riverine flood ha□ard area for which base flood elevations are included in the □lood □nsurance Study or on the □□RM and floodways have not been designated and increases base flood elevations more than □.□ foot.

□

Chapter [illegible][1]

[illegible]

[illegible]

These regulations, in combination with the flood provisions Statutory authori□ation, findings of California Code of Regulations □itle 24, the *California Building Standards Code* □hereinafter □building codes,□consisting of the □art 2 □building□, □art 2.□ □residential□, □art □□ □existing building□fact, purpose, and related codes□, shall be known as the *Floodplain Management Regulations* of [illegible] hereinafter □these regulations□□methods.

[illegible]

□egislature□he following Sections □□.4□.□□□ through □□.4□.□□□ set out statutory authori□ation, findings of fact, purpose, and methods for this chapter.

(Ord. No. 4□□, □ □, □-2□-2□□□□)

□□.4□.□□□ Statutory authori□ation.

□he legislature of the State of California□has, in □overnment Code Sections □□□□2, □□□□□, and □□□□□, conferred upon local governments thegovernment units authority to adopt regulations designed to promote the public health, safety, and general welfare of its citi□enry. □herefore, the city council of the City of Newark does hereby adopt the following floodplain management regulations. □

(Ord. No. 4□□, □ □, □-2□-2□□□□)

[illegible] □indings of fact.

□he provisions of these regulations, in combination with the flood provisions of the building codes, shall apply to all proposed development entirely or partially in flood ha□ard areas established in □□.4□.□22 of these regulations.

□. □he flood ha□ard areas of the city are sub□ect to periodic inundation which results in loss of life and property, health and safety ha□ards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

□. □hese flood losses are caused by the cumulative effect of obstructions in special

[1]Editor's note(s) Ord. No. 435, § 1, adopted June 25, 2009, amended Ch. 15.40 to read as set out herein. Former Ch. 15.40 pertained to similar subject matter and derived from Ord. 237, adopted 1988; and Ord. No. 283, §§ 7(A), (B), adopted 1992.

flood ha□ard areas which increase flood heights and velocities and, when inade□uately anchored, damage uses in other areas. □ses that are inade□uately floodproofed, or otherwise protected from flood damage, also contribute to the flood loss.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□□□□

beneficial functions of the floodplain.~~protective barriers, which help accommodate or channel floodwaters.~~

□. Manage□. ~~Controlling~~ filling, grading, dredging, mining, paving, excavation, drilling operations, storage of e□uipment or materials, and other development which may increase flood damage or erosion potential.~~and~~

E. □revent~~E. Preventing~~ or regulate~~regulating~~ the construction of flood barriers~~,~~ which will ~~unnaturally~~ divert floodwater~~floodwaters~~ or ~~which may~~ increase flood ha□ards.

□. Contribute to improved construction techni□ues in the floodplain.

□. Minimi□e damage to public and private facilities and utilities.

H. Help maintain a stable tax base by providing for the sound use and development of flood ha□ard ~~other~~ areas.

□. Minimi□e the need for rescue and relief efforts associated with flooding.

□. Ensure that property owners, occupants, and potential owners are aware of property located in flood ha□ard areas.

□. Minimi□e the need for future expenditure of public funds for flood control pro□ects and response to and recovery from flood events.

□. Meet the re□uirements of the National □lood □nsurance □rogram for community participation as set forth in □itle 44 Code of □ederal Regulations, Section □□.22.

□□□□□□□□□□□□ □□□□□□□□□□□□ □□□□***California Building Standards Code***□□

□

□ursuant to the re□uirement□established in State statute that the □ □□□□□□□□ □□ □□□ administer and enforce the *California Building Standards Code*, the □□□□□□□□□□□□□of □ □□□□ □□□□ □□ □□□ hereby acknowledges that the building codes contain certain provisions that apply to the design and construction of buildings and structures in flood ha□ard areas. □herefore, these regulations are intended to be administered and enforced in con□unction with the building codes.

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□he degree of flood protection re□uired by these regulations and the building codes is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. □arger floods can and will occur. □lood heights may be increased by man-made or natural causes. Enforcement of these regulations and the building codes does not imply that land outside the special flood ha□ard areas, or that uses permitted within such flood ha□ard areas, will be free from flooding or flood damage. □he flood ha□ard areas and base flood elevations contained in the □lood □nsurance Study and shown on □lood □nsurance Rate Maps and the re□uirements of □itle 44 Code of □ederal Regulations, Sections □□ and □□ may be revised by the □ederal Emergency Management

□gency, re□uiring this community to revise these regulations to remain eligible for participation in the National □lood □nsurance □rogram. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with these regulations.

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□hese regulations shall not create liability on the part of □□□□□□□□□□, any officer or employee thereof, the State of California, or the □ederal Emergency Management □gency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made hereunder. □he □loodplain □dministrator and any employee charged with the enforcement of these regulations, while acting for the community in good faith and without malice in the discharge of the duties re□uired by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. □ny suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by a legal representative of the community until the final termination of the proceedings. □he □loodplain □dministrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

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□he provisions of these regulations shall not be deemed to nullify any provisions of local, State or federal law.

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□hese regulations, in con□unction with the building codes, provide minimum re□uirements for development located in flood ha□ard areas, including the subdivision of land□filling, grading and other site improvements□installation of utilities□installation, placement and replacement of manufactured homes□placement of recreational vehicles□installation of tanks□temporary structures and temporary or permanent storage□utility and miscellaneous □roup □ buildings and structures□certain building work exempt from permit under the building codes□and flood control pro□ects.

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□he □loodplain □dministrator is authori□ed and directed to administer and enforce these regulations. □he □loodplain □dministrator shall have the authority to render interpretations of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific re□uirements without the granting of a variance pursuant to □rticle □□□ of these regulations. □he □loodplain □dministrator is authori□ed to waive the submission of site plans, construction documents, and other data that are re□uired by these regulations but that are not re□uired to be prepared by a □ualified California □C□□□icensed □and Surveyor or Civil Engineer when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with these regulations. □

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□. □nterpret flood ha□ard area boundaries and provide available flood elevation and flood ha□ard information.

□. □etermine whether additional flood ha□ard data shall be obtained from other sources or developed by the applicant.

H. Complete the appropriate section of the □epartment of Housing and Community □evelopment □loodplain Ordinance Compliance Certification for Manufactured Home□Mobile home □nstallations when submitted by applicants.

□. Review re□uests submitted to the □uilding Official seeking approval to modify the strict application of the flood load and flood resistant construction re□uirements of the building code, to determine whether such re□uests re□uire consideration as a variance pursuant to □rticle □□□ of these regulations.

□. Coordinate with the □uilding Official and others to identify and investigate damaged buildings located in flood ha□ard areas and inform owners of the re□uirement to obtain permits for repairs.

□. Re□uire applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to □EM□ the data and information necessary to maintain the □lood □nsurance Rate Maps when the analyses indicate changes in base flood elevations, flood ha□ard area boundaries, or floodway designations□such submissions shall be made within □ months of such data becoming available.

□. Re□uire applicants who propose alteration of a watercourse to notify ad□acent communities and the N□□□ State Coordinating □gency, and to submit copies of such notifications to the □ederal Emergency Management □gency □□EM□□

M. □nspect development in accordance with □rticle □□□ of these regulations and inspect flood ha□ard areas to determine when development is undertaken without issuance of permits.

N. □repare comments and recommendations for consideration when applicants seek variances for development other than buildings in accordance with □rticle □□□ of these regulations.

O. Cite violations in accordance with □rticle □□□ of these regulations.

□. Notify □EM□ when the corporate boundaries of □ □□□□

□. Estimate the market value, or re□uire the applicant to obtain an appraisal of the market value prepared by a □ualified independent appraiser, of the building or structure before the start of construction of the proposed work□in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

□. Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, when applicable, to the market value of the building or structure.

C. □etermine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.

□. Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction re□uirements of the building code is re□uired and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage.

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□dministrator may determine a permit for floodplain development is re□uired in addition to a building permit.

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□. California Coastal Commission or certified □ocal Coastal □rogram, if applicable, for activities sub□ect to the Coastal □evelopment □ermit re□uirements and policies of the California Coastal □ct □□ublic Resources Code, □ivision 2□□

□. California State □ ater Resources Control □oard for activities that affect wetlands and alter surface water flows, in con□unction with the □.S. □rmy Corps of Engineers□Section 4□4 of the Clean □ ater □ct.

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□. □ here base flood elevations or floodway data are not included on the □□RM or in the □lood □nsurance Study, they shall be established in accordance with □□.4□.□□2 or □□.4□.□□□ of these regulations.

C. □ here the parcel on which the proposed development will take place will have more than □□ lots or is larger than □ acres and base flood elevations are not included on the □□RM or in the □lood □nsurance Study, such elevations shall be established in accordance with □□.4□.□□2□□□of these regulations.

□. □ocation of the proposed activity and proposed structures□locations of water supply, sanitary sewer, and other utilities□and locations of existing buildings and structures.

E. □ocation, extent, amount, and proposed final grades of any filling, grading, or excavation.

□. □ here the placement of fill is proposed, the amount, type, and source of fill material□compaction specifications□a description of the intended purpose of the fill areas□and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

□. Extent of any proposed alteration of sand dunes, provided such alteration is approved by the California Coastal Commission or certified □ocal Coastal □rogram, if applicable.

H. Existing and proposed alignment of any proposed alteration of a watercourse.

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not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inade□uate□

□. Re□uire the applicant to include base flood elevation data in accordance with □□.4□.□□2□□□of these regulations□or

2. Specify that the base flood elevation is two □2□feet above the highest ad□acent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two □2□feet.

□. □ here the base flood elevation data are to be used to support a re□uest for a □etter of Map Change from □EM□, advise the applicant that the analyses shall be prepared by a □ualified C□ □icensed Civil Engineer in a format re□uired by □EM□, and that it shall be the responsibility of the applicant to satisfy the submittal re□uirements and pay the processing fees.

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shall notify the chief executive officer of adjacent communities and the California Department of Water Resources. The floodplain administrator shall maintain a copy of the notification in the permit records and shall submit a copy to FEMA.

3. For activities that propose to alter sand dunes in coastal high hazard areas (zone V Zone) and Coastal A Zones, an engineering analysis that demonstrate the proposed alteration will not increase the potential for flood damage.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Qualified CA Licensed Civil Engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision.

Inspections.

Development for which a permit for floodplain development is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

Other development inspections.

The floodplain administrator shall make or cause to be made, inspections of all development other than buildings and structures that is authorized by issuance of a permit for floodplain development under these regulations. The floodplain administrator shall inspect flood hazard areas from time to time to determine when development is undertaken without issuance of a permit.

Manufactured home inspections.

The floodplain administrator shall make or cause to be made, inspections of installation, replacement, substantial improvements of manufactured homes in flood hazard areas authorized by issuance of a permit for floodplain development under these

regulations. Upon installation of a manufactured home and receipt of the elevation certification required in [illegible] of these regulations the floodplain administrator shall inspect the installation or have the installation inspected.

[illegible]

The Building Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit, in accordance with the building code[illegible]

1. [illegible] Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in the building code shall be prepared by a California licensed land Surveyor or Civil Engineer and submitted to the building official. For new or substantially improved non-residential buildings and structures, FEMA's floodproofing certification should be required prior to final inspection.
2. [illegible] Prior to the final inspection, certification of the elevation required in the building code shall be prepared by a California licensed land Surveyor or Civil Engineer and submitted to the building official.

[illegible]

[illegible]

The considerations and conditions for variances set forth in this article are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be issued for a parcel of property with physical characteristics so unusual that complying with the requirements of these regulations would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners. The issuance of a variance is for floodplain management purposes only. Federal flood insurance premium rates are determined by the National Flood Insurance Program according to actuarial risk and will not be modified by the granting of a variance.

It is the duty of the [illegible] to promote public health, safety and welfare and minimize losses from flooding. This duty is so compelling and the implications of property damage and the cost of insuring a structure built below flood level are so serious that variances from the elevation or other requirements in the building codes should be quite rare. The long term goal of preventing and reducing flood loss and damage, and minimizing recovery costs, inconvenience, danger, and suffering, can only be met when variances are strictly limited. Therefore, the variance requirements in these regulations are detailed and contain multiple provisions that must be met before a variance can be properly issued. The criteria are designed to screen out those

situations in which alternatives other than a variance are more appropriate.

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□ variance is authori□ed to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the criteria in Section □□□2 of the building code □CCR □itle 24 □art 2□or Section R□22 of the residential code □CCR □itle 24 □art 2.□□are met, as applicable, and the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimi□e flood damages during the base flood and create no additional threats to public safety.

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□. Submission by the applicant of a showing of good and sufficient cause that the uni□ue characteristics of the si□e, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.

□. □ determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.

C. □ determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimi□ation of the public or future property owners, or conflict with existing local laws or ordinances.

□. □ determination that the variance is the minimum necessary, considering the flood ha□ard, to afford relief.

E. □ hen the re□uest is to allow construction of the lowest floor of a new building or substantial improvement of a building below the design flood elevation, notification to the applicant in writing over the signature of the □loodplain □dministrator specifying the difference between the design flood elevation and the proposed elevation of the lowest floor, stating that issuance of a variance to construct below the elevation re□uired in the building code will result in increased premium rates for federal flood insurance up to amounts as high as □2□ for □□□□ of insurance coverage, and that such construction below the re□uired elevation increases risks to life and property.

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□ny development in any flood ha□ard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. □ building or structure without the documentation of the elevation of the lowest floor, other re□uired design certifications, or other evidence of compliance re□uired by these regulations or the building code, is presumed to be a violation until such time as re□uired documentation is submitted. □iolation of the re□uirements shall constitute a misdemeanor.

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□he □loodplain □dministrator is authori□ed to serve notices of violation or stop work orders to owners of property involved, to the owner□s agent, or to the person or persons doing the work for development that is not within the scope of the building codes, but is regulated by these regulations and that is determined to be a violation.

[illegible]

[illegible]

[illegible]

Engineers, Reston, □□. □ here cited, □SCE 24 refers to the edition of the standard that is referenced by the building code.

□□nless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. □efinitions set forth below are limited to this chapter and shall not be used to modify definitions set forth in other parts of this code or common usage unless otherwise provided. □s used in this chapter□

□□rea of shallow flooding□means a designated □O □one on the □lood □nsurance Rate Map □□□RM□, where the base flood depths range from one to three feet, a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident.

□□ □□□□□□□□□□□□means the flood having a □-one-percent chance of being e□ualed or exceeded in any given year. □lso defined in CCR □itle 24 □art 2. □□also called the □one-hundred-year flood□□.

□

□□ □□□□□□□□□□□□□□□□□□□□means the elevation of the base flood, including wave height, relative to the National □eodetic □ertical □atum □N□ □□□, North □merican □ertical □atum □N□□□□or other datum specified on the □lood □nsurance Rate Map □□□RM□ □□lso defined in CCR □itle 24 □art 2.□

□□ □□□□ □□□□means, for the purpose of floodplain management, the portion of a building □□asement□means any area of the building having its floor subgrade □below ground level□on all sides. □□lso defined in CCR □itle 24 □art 2.□

□□ □□□□□□ □□□□ □□□□□are any type of walls, could bewhether solid or lattice, and orwhether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building. □ breakaway wall shall be and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used, or any buildings to which they might be carried by flood waters. □ breakaway wall shall have a safe design loading resistance of not less than ten and no more than twenty pounds per s□uare foot. □se of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions□□

□□ breakaway wall shall have a safe design loading resistance of not less than □□ and no more than 2□ pounds per s□uare foot. □se of breakaway walls must be certified by California Civil Engineer and small meet the following conditions□

1. □. ——□reakaway wall collapse shall result from a water load less than that which would occur during the base flood□and
2. □. ——□he elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

□

□□ □□□□□□□□□□□□□means California Code of Regulations □itle 24, the *California Building Standards Code*, the family of building codes specifically adopted by the State of

California and composed of:

1. Part 2, applicable to buildings and structures other than dwellings within the scope of this part.
2. Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three stories, and accessory structures.
3. Part 10, applicable to existing buildings as defined in that code.
4. Other specified codes.

[illegible] means a special flood hazard area, landward of a [illegible] one or landward of an open coast without mapped coastal high hazard areas. In a coastal [illegible] one, the principal source of flooding must be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding. During the base flood conditions, the potential for breaking wave height shall be greater than or equal to [illegible] feet (460 mm). The inland limit of the coastal [illegible] one is (a) the limit of Moderate Wave Action if delineated on a FIRM, or (b) designated by the authority having jurisdiction. Also defined in CCR Title 24 Part 2.

[illegible] means the area within the special flood hazard area extending from offshore to the inland limit of a primary dune along an open coast and any other area that is subject to high-velocity wave action from storms or seismic sources, and shown on a Flood Insurance Rate Map (FIRM) or other flood hazard map as velocity zone V, VO, VE or V1-30. Also defined in CCR Title 24 Part 2.

[illegible] means the flood associated with the greater of the following two areas: Also defined in CCR Title 24 Part 2.

1. Area with a flood plain subject to a 1-percent or greater chance of flooding in any year.
2. Area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.

[illegible] means the elevation of the design flood, including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet (610 mm). Also defined in CCR Title 24 Part 2.

[illegible] means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, ~~excavation or~~ drilling operations, flood control projects, and other land-disturbing activities.~~.~~

[illegible] means the placement of fill, excavation, buildings, permanent

structures or other development into a flood ha□ard area which may impede or alter the flow capacity of riverine flood ha□ard areas.

□□□□□□□□□□□□□□□□□□□□□means, for the purpose of variances from these regulations or the building code, the exceptional difficulty that would result from a failure to grant a re□uested variance. Mere economic or financial hardship is not exceptional. □nconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors do not, as a rule, □ualify as exceptional hardships. □ll of these circumstances can be resolved through other means without granting variances, even when the alternatives are more expensive or re□uire the property owner to build elsewhere or put the parcel to a different use than originally intended. □□

□□□□□□□□□□ □□□□□□□□□□□□□□□□ □□□□□□□□□□□□□□□□□□□□□□□□□means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed □including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads□was~~is~~ completed before □□□□□□□□ □ugust □4□□□□□□.~~.~~

□□□□□□□□□□□□□□□□□□□

□. □he area designated as a flood ha□ard area on the community□s flood ha□ard map,result of erosion or undermining caused by waves or otherwise legally designated.

□□

□□□□□□□□□□□□□□□□□□□□□□□□ means currents of water exceeding anticipated cyclical levels or suddenly caused by an official map of a communityunusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

□□lood □oundary and □loodway Map □□□M□□means the official map on which the □ederal Emergency Management □gency or □ederal □nsurance □dministration has delineated both the areas of flood ha□ard and the floodway.

□□lood □nsurance Rate Map □□□RM□□□lso referred to as □□□RM or □igital □lood □nsurance Rate Map□means the official map on which the □ederal Emergency Management □gency □□EM□□or □ederal □nsurance □dministration has delineated both the special flood ha□ard areas and the risk premium □ones applicable to the community. □□lso defined in CCR □itle 24 □art 2.□

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□□□□□□□□□□□□□□□□□□□□□□□□□□□□insurance study□means the official report provided by the □ederal Emergency Management □gency containing the □lood □nsurance Rate Map □□dministration that includes flood profiles, the □□RM□, the □lood □oundary□□□M, and □loodway Map □□□□M□, the water surface elevation of the base flood and supporting technical data. □□lso defined in CCR □itle 24 □art 2.□

□□□□□□□□□□□□□□□□□□□□□□□□□□□□administrator□means the chief building official of the city.

□□loodplain or flood-prone area□means any land area susceptible to being inundated by water from any source □see definition of □flooding□□.

□□loodplain management□means the community official designated by title to administeroperation of an overall program of corrective and enforce thepreventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

□□□□loodplain management regulations□means □oning chapters, subdivision regulations, building codes, health regulations, special purpose chapters □such as floodplain chapter, grading chapter and erosion control chapter□and other applications of police power. □he term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

□□loodproofing□means any combination of structural and nonstructural additions, changes, or ad□ustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

□□□□□□□□□□□□means the channel of thea river, creek or other watercourse and the

adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Not to exceed one foot, as set by the National Flood Insurance Program. Also defined in CCR Title 24 Part 2. One foot. Also referred to as regulatory floodway.

Fraud and victimization means that the variance granted must not cause fraud on [illegible] means, for the purpose of variances from these regulations or the public. In examining this requirement, the floodplain administrator shall consider the fact that every newly constructed building code, the intentional use of deceit adds to deprive another of rights or property, making a victim of the deprived person or the public. As it pertains governmental responsibilities and remains a part of the community for fifty to buildings granted variances one hundred years. Buildings that are permitted to be constructed below the base flood elevation required by the building code, are subject during all those years to increased risk of damage from floods, while future owners or tenants of such buildings of the property and the community as a whole may bear are subject to all the burden of increased risk of damage from floods, increased cost of flood insurance, and increased recovery costs, inconvenience, danger, and suffering. that those increased flood damages bring.

[illegible] means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding or ship repair facilities. The term does not include long-term storage, manufacture, sales or service facilities.

Hardship means an exceptional hardship would result from a failure to grant a requested variance. The variance shall be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of adjacent property owners does not qualify as exceptional.

[illegible] means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

[illegible] means any and structure that is

1. Listed individually in the National Register of Historic Places a listing maintained by the Department of Interior or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district
3. Individually listed on the a state inventory of historic places maintained in states with historic preservation programs which have been approved by the California Office Secretary of Historic Preservation the Interior or

~~□.~~ □ndividually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the secretary of the □nterior or directly by the Secretary of the □nterior or directly by the Secretary of the □nterior in states without approved program.

□□□□□□□□□□□ □□□□ □□□□□□□□□□ □ □ □□ means an official determination issued by □EM□ that amends or revises an effective □lood □nsurance Rate Map or □lood □nsurance Study. □etters of Map Change include□~~programs.~~

1. □etter of Map □mendment □□OM□□□ □n amendment based on technical data showing that a property was incorrectly included in a designated special flood ha□ard area. □ □OM□ amends the current effective □lood □nsurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood ha□ard area.
2. □etter of Map Revision □□OMR□□ □ revision based on technical data that may show changes to flood □ones, flood elevations, special flood ha□ard area boundaries and floodway delineations, and other planimetric features.
3. □etter of Map Revision □ased on □ill □□OMR-□□□ □ determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood ha□ard area. □n order to □ualify for this determination, the fill must have been permitted and placed in accordance with the community□s floodplain management regulations and the standards set forth by □itle 44 Code of □ederal Regulation Sections □□.□, □□.□, □□.□, and □□
4. Conditional □etter of Map Revision □C□OMR□□ □ formal review and comment as to whether a proposed flood protection pro□ect or other pro□ect complies with the minimum N□□□ re□uirements for such pro□ects with respect to delineation of special flood ha□ard areas. □ C□OMR does not revise the effective □lood □nsurance Rate Map or □lood □nsurance Study□upon submission and approval of certified as-built documentation, a □etter of Map Revision may be issued by □EM□ to revise the effective □□RM.

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□□□□□□□□□□□□□□□□□□□ means, as defined in 4□ C.□.R. □□.□□2-2, any motor vehicle rated at □,□□□ pounds □ross □ehicular □ eight Rating or less which has a vehicular curb weight of □,□□□ pounds or less and which has a basic vehicle frontal area of forty-five □4□□ s□uare feet or less, which is□

1. □esigned primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. □esigned primarily for transportation of persons and has a capacity of more than twelve □□2□persons□or
3. □vailable with special features enabling off-street or off-highway operation and use.

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□□□□ □□□□□□ □□□□□□□□□□ □□□□□ □□□□□□□□□ □ □ □□ means a line shown on □□RMs to indicate the inland extent of the □ □□2-foot breaking wave height during the base flood. □□lso defined in CCR □itle 24 □art 2.□

~~□□□evee□means a man-made structure□usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.~~

~~□□evee system□means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.~~

□□□□ □□□□□□□□□□□ means the lowest floor of the lowest enclosed area, ~~□~~including basement, but excluding any~~□ □n~~ unfinished or flood-resistant enclosure, usable solely for vehicle parking~~ of vehicles~~, building access or limited storage ~~storage in an area other than a basement area is not considered a building□s lowest floor□~~provided~~,~~ that such enclosure is not built so as to render the structure in violation of the non-elevation~~applicable nonelevation design~~ re□uirements of the building codes. □lso defined in CCR □itle 24 □art 2.□~~this chapter.~~

□□ □□□□□□□□□□□□□□□□□ □□ means a structure that is~~,~~ transportable in one or more sections, ~~which is~~ built on a permanent chassis~~, and is~~ designed for use as a single-family dwelling with or without a permanent foundation when connected to the re□uired utilities, and constructed to the Manufactured Home Construction and Safety Standards promulgated by the □.S. □epartment of Housing and □rban □evelopment. □lso see definitions in Health and Safety Code sections□□□□□.□a□2□and □□□□□.□a□. □or the purposes of floodplain management, ~~. □or floodplain management purposes~~ the term ~~□~~manufactured home□also includes mobile homes and recreational vehicles, park trailers, travel trailers and ~~other~~ similar transportable structures that are ~~vehicles~~ placed on a site for ~~□□□greater than one hundred eighty~~ consecutive days or longer.~~.~~

□□ □□□□□□□□□□□□□□□□□ □□□□□□□□□□□□□□□□□

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□□

□□ □□□□□□□□One-hundred-year flood□means thata flood which has a one-percent annual probability of being e□ualed or exceeded. □t is in□uriousidentical to safety or health of an entire communitythe □base flood,□which will be the term used throughout this chapter.

□□erson□means an individual or neighborhood,his□her agent, firm, partnership, association or any considerable number of personscorporation, or unlawfully obstructsagent of the free passageaforementioned groups, or use, in the customary manner, of any navigable lake,this state or river, bay, stream, canal,its agencies or basin.political subdivisions.

□□ □□□□ □□□□□□□□□□□□□□□□□□□□

similar violations, or reducing federal financial exposure with regard to the structure or other development.

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□+□□□□□□□□□□□□□□□□□□□□□□□□□includes substantial improvement and other proposed new development, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within □□□one hundred eighty days from the date of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation□or the placement of a manufacturemanufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling□nor does it include the installation of streets and□or walkways□nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms□nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. □or a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

□

□□□□□□□□□□means, for floodplain management purposes, a walled and roofed building that is principally above ground□this includes , including a gas or li□uid storage tank or , that is principally aboveground, as well as a manufactured home.

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□. □Substantial improvement□means damage of any origin sustained by a repair, reconstruction, or improvement of structure whereby, the cost of restoring the structure to its before-damaged condition would e□ual or exceed □□which e□uals or exceeds fifty percent of the market value of the structure either:□

□. □efore the improvement or repair is started□or

2. □f the structure has been damaged, and is being restored, before the damage occurred. □lso defined in CCR □itle 24 □art 2.□

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□□□□□□□□□□□□□□□□□□□

either□ □lso defined in CCR □itle 24 □art 2.□

□. ~~□.~~ ——□ny pro□ect for improvement of a building re□uired ~~structure~~ to correct~~comply with~~ existing ~~state or local~~ health, sanitary or safety code violations identified by the building official and that are the minimum ~~specifications which are solely~~ necessary to assure safe living conditions.~~□or~~

~~2.~~ —□ny alteration of a historic structure provided that ~~listed on~~ the alteration will not precludeNational Register of Historic □laces or the structure□s continued designation as ~~State □nventory of Historic □laces.~~

□. ~~□□iolation□means the failure of~~ a historic structure.~~ or other development to be fully compliant with the community□s floodplain management regulations. □ structure or other development without the elevation certificate, other certifications, or other evidence of compliance re□uired in this chapter is presumed to be in violation until such time as that documentation is provided.~~

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□□ □□□□□□□□□□□□ □□□□□□□□□□□□□□□□ □□□□□□ □means buildings and structures of an accessory character and miscellaneous structure not classified in any special occupancy, as described in the building code.

□□ □□□□□□□□□□ means a grant of relief from the ~~□Ord. No. 4□□, □ □, □-2□-2□□□□□~~

~~□□.4□.□□□ □eneral provisions.~~

~~□he following Sections □□.4□.□□□ through □□.4□.□□□ set out general provisions for this chapter.~~
~~□Ord. No. 4□□, □ □, □-2□-2□□□□□~~

~~□□.4□.□□□ □ands to which chapter applies.~~

~~□his chapter shall apply to all special flood ha□ard areas within the □urisdiction of the city.~~
~~□Ord. No. 4□□, □ □, □-2□-2□□□□□~~

~~□□.4□.□□2 □asis for establishing special flood ha□ard areas.~~

~~□he special flood ha□ard areas, identified by the □ederal Emergency Management □gency or the □ederal □nsurance □dministration in a scientific and engineering report entitled □□lood □nsurance Study for the City of Newark,□dated □une □□□□, including any subse□uent amendments and□or revisions thereto, with an accompanying □lood □nsurance Rate Map, is adopted by reference and declared to be a part of this chapter. □his flood insurance study is on file in the office of the city clerk at □□□□□ Newark □oulevard, Newark, California. □his flood insurance study is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the city council by the floodplain administrator.~~
~~□Ord. No. 4□□, □ □, □-2□-2□□□□□~~

□□.4□.□□4 □brogation and greater restrictions.

□his chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another chapter, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□□ □nterpretation.

□n the interpretation and application of this chapter, all provisions shall be□

□. Considered as minimum re□uirements of these regulations which permits □

□. □iberally construed in favor of the governing body□and

C. □eemed neither to limit nor repeal any other powers granted under state statutes.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□□ □ arning and disclaimer of liability.

□he degree of flood protection re□uired by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. □arger floods can and will occur on rare occasions. □lood heights may be increased by manmade or natural causes. □his chapter does not imply that land outside the special flood ha□ard areas, or uses permitted within such areas will be free from flooding or flood damages. □his chapter shall not create liability on the part of the city, any officer or employee thereof, or the □ederal □nsurance □dministration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□□ Severability.

□his chapter and the various parts thereof are declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□4□ □dministration.

□he following Sections □□.4□.□4□ through □□.4□.□4□ set out provisions for administering this chapter.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□4□ Re□uirement for building permit.

□ building permit shall be obtained before any person starts construction in a manner otherwise prohibited and where specificspecial flood ha□ard area established by Section □□.4□.□□2. Re□uests for permits shall be made on the □□pplication for □uilding □ermit□form furnished by the building official. □nformation to be submitted may include, but not be limited to□plans drawn to scale showing the nature, location, dimensions, and elevation of the area in □uestion□existing or proposed structures, fill, storage of materials, e□uipment, drainage facilities□and the location of the foregoing. Specifically, the following information is re□uired:□

□. □roposed elevation, in relation to mean sea level, of the lowest floor □including basement□of all structures□in □one □O, elevation of highest ad□acent grade and proposed elevation of lowest floor of all structures;□

□. □roposed elevation in relation to mean sea level, to which any structure will be floodproofed;□

C. □ll appropriate certifications listed in Section □□.4□.□4□□□ □of this chapter□and

□. □escription of the extent to which any watercourse will be altered or relocated as a result of proposed development.

E. □roposed locations of water supply, sanitary sewer, and other utilities.

□. □rading information showing existing and proposed contours, any proposed fill, and drainage facilities.

□. □ocation of regulatory floodway when applicable.

H. □ase flood elevation information.

□. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section □□.4□.□□□.

□. □or a crawl-space foundation, location, and total net area of foundation openings as re□uired in Section □□.4□.□□□ and detailed in □EM□ □echnical □ulletins □-□□ and □-□□.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□42 □esignation of the floodplain administrator.

□he building official is hereby appointed to administer and implement this chapter by granting or denying building permits in accordance with its provisions.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□4□ □uties and responsibilities of the building official.

□he duties and responsibilities of the building official shall include, but not be limited to:□

□. □ermit Review.

□. Review all development permits to determine that the permit re□uirements of this chapter have been satisfied;□

2. □he site is reasonably safe from flooding;□

□. □he proposed development does not adversely affect the carrying capacity of

areas where base flood elevations have been determined, but a floodway has not been designated. For purposes of this chapter, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point.

4. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344.

5. All Letters of Map Revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits shall not be issued based on Conditional Letters of Map Revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

B. Use of Other Base Flood Data.

1. When base flood elevation data has not been provided in accordance with Section 9.64.020.B.2, the building official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Section 9.64.030.

2. Prior to issuance of any building permit, all such information shall be approved by the city council.

C. Whenever a watercourse is to be altered or relocated:

1. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;

2. Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained.

D. Base Flood Elevation changes due to physical alterations:

1. Within six months of information becoming available or project completion, whichever comes first, the building official shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).

2. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits shall not be issued based on Conditional Letters of Map Revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

3. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates, and floodplain management requirements are based on current data.

E. Obtain and maintain for public inspection and make available as needed:

1. The certification required in Section 9.64.040.C.1 (lowest floor elevations);

2. The certification required in Section 9.64.040.C.2 (elevations in areas of shallow flooding);

3. The certification required in Section 9.64.040.C.3 (elevation or

floodproofing of nonresidential structures.

4. The certification required in Section 44.4.[illegible]C.4.a or 44.4.[illegible]C.4.b (wet floodproofing standard).

. The certified elevation required in Section 44.4.[illegible] subdivision standards.

. The certification required in Section 44.4.[illegible] floodway encroachments.

E. Make interpretations for development permits where needed, as to the exact location of the boundaries for the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).

. Take action to remedy violations of this chapter as specified in Section 44.4.[illegible] herein.

. Maintain a record of all variance actions, including justification for their issuance and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

(Ord. No. 4[illegible], [illegible], 2-2[illegible])

44.4.44 Appeals.

As per Chapter 44.4.[illegible] shall hear and decide appeal when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement of administration of this chapter.

(Ord. No. 4[illegible], [illegible], 2-2[illegible])

44.4.4[illegible] Variances.

. The floodplain administrator may grant variances for new construction, substantial improvement, and other proposed new development on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level provided the following standards are met:

. Failure to grant the variance would result in exceptional hardship. to the applicant and

[illegible] means a development that is not fully compliant with these regulations or the flood provisions of the building code, as applicable.

[illegible] means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

[illegible]

[illegible]

[illegible]

□pplications for building and structures within the scope of the building code that are proposed in flood ha□ard areas shall comply with the applicable re□uirements of the building code and the floodplain development re□uirements of this Ordinance.

□□□

flooding.

4. Re□uire within □one □O, ade□uate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and □loodproofing.

□. New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the base flood elevation. Residential structures shall be elevated to or above the base flood elevation or to a minimum of six inches above the building pad which shall be at a minimum elevation of eleven and one-□uarter feet on the National □eodetic □ertical □atum □N□ □□□or the e□uivalent North □merica □ertical □atum □N□□□, whichever affords the greater degree of flood damage protection. Nonresidential structures may meet the standards in subdivision □C□□□of this section. □pon the completion of the structure the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor to be properly elevated. Such certification shall be provided to the building official.

2. New construction and substantial improvement of any structure in □one □O shall have the lowest floor, including basement, elevated above the highest ad□acent grade at least as high as the depth number specified in feet on the □□RM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in subdivision □C□□□of this section. □pon the completion of the structure the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, to be properly elevated. Such certification shall be provided to the building official.

□. Nonresidential construction shall either be elevated in conformance with subdivisions □C□□□or □C□2□of this section or together with attendant utility and sanitary facilities□

a. □e floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water□

b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy□and

c. □e certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the building official.

4. Re□uire, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are sub□ect to flooding shall be designed to automatically e□uali□e hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. □esigns for meeting this re□uirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria□

a. Either a minimum of two openings having a total net area of not less than one s□uare inch for every s□uare foot of enclosed area sub□ect to flooding shall be provided and the bottom of all openings shall be no higher than one foot above grade. Openings may be e□uipped with screens, louvers,

valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters□or

b. □e certified to comply with a local floodproofing standard approved by the □ederal □nsurance □dministration.

□. Manufactured homes shall also meet the standards in Section □□.4□.□□4.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□2 Standards for utilities.

□. □ll new and replacement water supply and sanitary sewage systems shall be designed to minimi□e or eliminate infiltration of floodwaters into the system and discharge from the system into floodwaters.

□. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□□ Standards for subdivisions.

□. □ll subdivisions shall identify the flood ha□ard area and the elevation of the base flood and conform to the re□uirements of □itle □□, Subdivisions, of this code.

□. □ll final subdivision plans will provide the elevation of proposed structure□s□and pads. □f the site is filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the building official.

C. □ll subdivision proposals shall be consistent with the need to minimi□e flood damage.

□. □ll subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimi□e flood damage.

E. □ll subdivisions shall provide ade□uate drainage to reduce exposure to flood ha□ards.

□. □f the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a □etter of Map Revision based on □ill □□OMR-□□to the building official□

□. □owest floor elevation.

2. □ad elevation.

□. □owest ad□acent grade.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□4 Standards for manufactured homes.

□ll new and replacement manufactured homes and substantial improvements to manufactured homes shall□

□. □e elevated so that the lowest floor is at or above the base flood elevation□and

□. □e securely anchored to a permanent foundation system to resist flotation,

collapse or lateral movement.

C. Shall not be placed in any coastal high ha□ard area.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□□ Standards for coastal high ha□ard areas.

□ ithin coastal high ha□ard areas, □ones □, □□-□□, and □E, as established under Chapter □□.4□.□□2, the following standards shall apply:□

□. □ll new residential and nonresidential construction, including substantial improvements, shall be elevated on ade□uately anchored pilings or columns and securely anchored to such pilings or columns so that the bottom of the lowest hori□ontal structural member of the lowest floor □excluding the pilings or columns□ is elevated to or above the base flood level. □he pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. □ ater loading values used shall be those associated with the base flood. □ ind loading values used shall be those set forth in the California □uilding Code.

□. □ll new construction and other development shall be located on the landward side of the reach of mean high tide.

□. C. □ll new construction and substantial improvement shall have the space below the lowest hori□ontal structural member of the lowest floor free of obstructions or constructed with breakaway walls as defined in Chapter □□.4□.□□2 of this ordinance□2□. Such enclosed space shall not be used for human habitation and willshall be usableused solely for parking of vehicles, building access, or storage.

C. □re anchored to resist flotation, collapse or lateral movement resulting from flood loads.

□. Have flood openings in accordance with the building code.

E. Have flood damage-resistant materials used below the base flood elevation.

□. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation.

□. □□he accessory structure or detached garage must comply with floodplain encroachment provisions in □□□□□□□□

□

□tility and miscellaneous □roup □ includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the building code, including, but not limited to, agricultural buildings, aircraft hangars □accessory to a one- or two-family residence□, barns, carports, fences more than □ feet □□□2□ mm□high,

grain silos □accessory to a residential occupancy□, greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. □n addition to the building code re□uirements for fire and life safety, the following ~~□asements~~ shall apply to utility and miscellaneous □roup □ buildings and structures in flood ha□ard areas□

□. New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.

□. New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with □SCE 24 or shall be dry floodproofed in accordance with □SCE 24.

C. □nless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with □SCE 24 and limited to parking, storage, and building access.

□. □ hen fully enclosed by walls, flood openings shall ~~not~~ be installed in accordance with □SCE 24.~~coastal high ha□ard areas.~~

E. □lood damage-resistant materials□. ~~□ill~~ shall ~~not~~ be used below the design flood elevation.

□. Mechanical, plumbing, heating□cooling, ventilation and electrical systems, including plumbing fixtures, shall be located or installed in accordance with □SCE 24.

□□□□□□□□□□□□□□□□□□□□□□□□□□□□

□□□□□□□□□□□□□□□□□□□□□□□□□□□□Subdivision proposals in flood ha□ard areas, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that□

□. Such proposals are consistent with the need to minimi□e flood damage and will be reasonably safe from flooding.

□. □ll public utilities and facilities, such as sewer, gas, electric, communications, and water systems are located and constructed to minimi□e or eliminate flood damage in accordance with □□.4□.□□2 and □□.4□.□□□ of these regulations, as applicable, and appropriate codes.

C. □de□uate drainage is provided to reduce exposure to flood ha□ards□in □ones □H and □O, ade□uate drainage paths shall be provided to guide floodwater around and away from proposed structures.

□

□□□□□□□□□□□□□□□□□□□

manufactured home parks and subdivisions, lies within a flood ha□ard area, the following shall be re□uired□

□. □he flood ha□ard area, including floodways, coastal high ha□ard areas, and Coastal □ □ones, as appropriate, shall be delineated on preliminary subdivision plats.

□. □ here the subdivision has more than □□ lots or is larger than □ acres and base flood elevations are not included on the □□RM, the base flood elevations determined in accordance with □□.4□.□□2 □□□of these regulations.

C. □ hen, as part of a proposed subdivision, fill will be placed to support buildings, the fill shall be placed in accordance with the building code and approval of the subdivision shall re□uire submission of as-built elevations for each filled pad certified by a California □icensed □and Surveyor or Civil Engineer

□□□

□evelopment, site improvements and land disturbing activity involving fill or regrading shall not be authori□ed in the floodway unless the floodway encroachment analysis re□uired in □□.4□.□□□ □□□of these regulations demonstrates the proposed work will not result in any increase in the base flood level during occurrence of the base flood discharge.

Sub□ect to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. □n addition to these re□uirements, when intended to support buildings and structures, fill shall comply with the re□uirements of the building code. □he placement of fill intended to change base flood elevations, change floodway boundaries, or change boundaries of flood ha□ard areas shown on □□RMs shall be sub□ect to the re□uirements of □□.4□.□□4 of these regulations. □

□n coastal high ha□ard areas and Coastal □ □ones□

□. New buildings shall only be authori□ed landward of the reach of mean high tide.

□. □he use of fill for structural support of buildings is prohibited.~~.~~

~~E. Man made~~ □□□□

C. □lteration of sand dunes shall be permitted only when the engineering analysis re□uired by □□.4□.□□□ □□ □of these regulations demonstrates that the proposed alteration will not increase the potential for flood damage.

□. Sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection when the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest hori□ontal structural member of the building.

□□□□□□□□□□□□ □□□□□□□□□□□□ □□□□□□ □□□□□□□□□□□□□

[illegible]

[illegible] new and replacement manufactured homes, including substantial improvement of manufactured homes installed in flood ha[illegible]ard areas shall be installed on permanent, reinforced foundations that[illegible]

1. [illegible]n flood ha[illegible]ard areas other than coastal high ha[illegible]ard areas and Coastal [illegible] [illegible]ones, are designed in accordance with the foundation re[illegible]uirements of Section R[illegible]22.2 of the residential code [illegible]CCR [illegible]itle 24 [illegible]art 2.[illegible][illegible]and these regulations. [illegible]oundations for manufactured homes sub[illegible]ect to [illegible].4[illegible].[illegible]4[illegible] of these regulations are permitted to be reinforced piers or other foundation elements of at least e[illegible]uivalent strength.
2. [illegible]n coastal high ha[illegible]ard areas[illegible]one [illegible][illegible]E [illegible]and Coastal [illegible] [illegible]ones, are designed in accordance with the foundation re[illegible]uirements of Section R[illegible]22.[illegible] of the residential code [illegible]CCR [illegible]itle 24 [illegible]art 2.[illegible][illegible]and these regulations.

[illegible]

[illegible]ll new and replacement manufactured homes to be placed or substantially improved in a flood ha[illegible]ard area shall be installed using methods and practices which minimi[illegible]e flood damage and shall be securely anchored to an ade[illegible]uately anchored foundation system to resist flotation, collapse and lateral movement. Methods of anchoring are authori[illegible]ed to include, but are not limited to, use of over-the-top or frame ties to ground anchors. [illegible]his re[illegible]uirement is in addition to applicable State and local anchoring re[illegible]uirements for resisting wind loads and seismic loads.

[illegible]

[illegible]

[illegible]nless sub[illegible]ect to the re[illegible]uirements of [illegible].4[illegible].[illegible]4[illegible] of these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites located[illegible]a[illegible]outside of a manufactured home park or subdivision[illegible]b[illegible]in a new manufactured home park or subdivision[illegible]c[illegible]in an expansion to an existing manufactured home park or subdivision[illegible] or [illegible]d[illegible]in an existing manufactured home park or subdivision upon which a manufactured home has incurred [illegible]substantial damage[illegible]as the result of a flood, shall be elevated such that the lowest floor, or bottom of the lowest hori[illegible]ontal member of the lowest floor, as applicable to the flood ha[illegible]ard area, is at or above the base flood elevation.

[illegible]

[illegible]

[illegible]

Manufactured homes that are not sub[illegible]ect to [illegible].4[illegible].[illegible]44 of these regulations, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as a result of flooding has occurred, shall be elevated such that either the[illegible]

□. □owest floor, or bottom of the lowest hori□ontal structural member, as applicable to the flood ha□ard area, is at or above the base flood elevation.

□. □ottom of the frame is supported by reinforced piers or other foundation elements of at least e□uivalent strength that are not less than □□ inches in height above grade.

□

□□□

□□.4□.□□□ Standards for recreational vehicles.

□. □ll recreational vehicles placed in □ones □□-□□, □H, □E, □□-□□, and □E shall□
□. □e on athe site for lessfewer than □□□ consecutiveone hundred eighty days in any one year period□or shall be
2. □e fully licensed and ready for highway use. Ready for highway use means the□ recreational vehicle is onready for highway use if it is on its wheels or □acking system, is attached to the site only by □uick disconnect type utilities and security devices, and has nonot permanently attached additions, such as rooms, stairs, decks and porches.

□Ord. No. 4□□, □ □, □-2□-2□□□□

□□□□

□□□

meet the re□uirement of □□.4□.□□4 of these regulations. Swimming pools in coastal high ha□ard areas and Coastal □ □ones shall be designed and constructed in accordance with □SCE 24.

□□□

increase in flood levels during the occurrence of the base flood discharge.

□. If Section □□.4□.□□□□□□is satisfied, all new construction and substantial improvements shall comply with all other applicable flood ha□ard reduction provisions of Section □□.4□.□□□.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□□ □iolation unlawful and deemed infraction.

□t is unlawful for anyone to construct, locate, extend, convert, or alter any structure or land without complying with the provisions of this chapter in their entirety. □iolations of the provisions of this chapter, including failure to comply with any of the re□uirements □including violations of conditions and safeguards established in connection with conditions□, shall constitute an infraction and, upon conviction thereof, shall be punishable in accordance with the provisions set forth in Chapter □.□□ of this code.

□Ord. No. 4□□, □ □, □-2□-2□□□□□

□□.4□.□□2 □iolation declared nuisance□ □batement.

□t is found and declared that the existence of a violation of any of the sections of this chapter within the city is a public nuisance and dangerous to the public health and safety of persons within the city, and, in addition to any other remedies provided by law, the building official or appropriate legal officer is authori□ed and directed to investigate any such nuisance, to notify any person or persons maintaining such nuisance to abate the same in conformance with the provisions of this chapter, and, upon failure to comply, to enter upon the premises, public or private, wherein the nuisance exists and summarily abate the same.

□Ord. No. 4□□, □ □, □-2□-2□□□□

STAFF REPORT

Item F. 2.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Presentation of the Technology Master Plan

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive a presentation on the Technology Master Plan. The presentation will encompass the plan's objectives, planning methodology, strategies, goals and objectives, and project budgets. This item is informational only.

BACKGROUND

The City has consistently sought the expertise of professional consultants to fulfill services and offer experience beyond the capabilities of City staff, particularly in the realm of information technology (IT). In April 2022, a Contractual Services Agreement (CSA) was established with ClientFirst Technology Consulting, LLC (CTC) to provide temporary professional IT services. Due to the Consultant's exceptional performance and the City's ongoing IT needs, the CSA was amended in October 2022 to extend and broaden its scope. This expansion included development of a comprehensive Technology Master Plan (Plan), a strategic planning document of IT initiatives for technological improvement.

DISCUSSION/ANALYSIS

The Plan's objective is to establish an actionable multi-year roadmap of priorities, budget estimates, and timelines for IT initiatives. This strategic planning document aims to improve constituent services, increase department operational and expenditure efficiency, reduce risk, and improve cybersecurity. The Plan was designed to align technology with the City's strategies and goals, and considered the original Information Systems Strategic Framework presented to City Council in November 2020.

A phased approach was employed to develop the Plan, beginning with an assessment focused on determining business operations, issues and needs. As a key part of the assessment, a wide range of staff from all departments were interviewed on their technology needs, and an inventory of technology resources, infrastructure, operations, and staffing was completed. CTC then assessed strengths and weaknesses to define strategies, goals, and objectives. After researching alternative solutions, preliminary projects, budgets, prioritizations, and staffing recommendations

were developed and shared with key stakeholders. The Plan was further refined considering return on investment and anticipated City resources, resulting in a guiding document with a six-year budget plan to fund the City's current and projected technological needs. Staff will use the Plan to guide decision-making over the next several years, though it is a flexible document that can adapt to changing needs and resources as needed.

FISCAL IMPACT

There is no fiscal impact associated with this item. Estimated budgets for each project initiative are provided in this informational Technology Master Plan. All project approvals will follow standard City budget requests and procurement policy and procedure requirements.

REVIEW AND APPROVAL

Prepared by - Edwin J. Miranda, Information Technology Director
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

TMP Report
TMP Budget
TMP Master Initiatives
TMP Presentation

[redacted]

December 2023

NEWARK
california

Client Locations

[redacted]

Practice Locations

[redacted]

[redacted]
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CLIENTFIRST
TECHNOLOGY CONSULTING

Table of Contents

Engagement Purpose and Background 3

Technology Master Plan Objective 3
Deliverables 3
Methodology and Approach 4

Technology Assessment Summary 5

Overview 5
Current Technology Environment 5
Key Statistics and Metrics 5

Technology Decision-Making Principles 13

Vision Mission Statement 13

Technology Strategies, Goals, and Objectives 14

Technology Initiative Summaries 19

Introduction 19
Technology Initiative Categories 19

Key Issues and Initiatives 22

Summary Plan Budget Analysis 26

Next Steps 28

Moving Forward 28
Benefits 28
Immediate Next Steps 28

Technology Master Plan Capital Budget 30

Technology Current State Assessment (Project Initiatives) 31

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Technology Master Plan Objective

This Technology Master Plan articulates a vision for supporting the work of the City through efficient technology use. This includes ensuring the proper technical resources and organizational structure to manage information technology and the applications utilized by the departments effectively. This plan identifies strategies for developing and implementing technology initiatives and projects supporting the organization's operational needs. The plan's recommendations focus on improving both the City's IT infrastructure and business applications.

Over several years, a well-documented plan guides the planning, procurement, implementation, and technology investment management for IT functions and City operational departments. It also provides strategies for resources related to operational technology and information technology service delivery.

This plan is the result of a thorough analysis of the following:

- Interviews and workshops involving all levels of the City's operational staff, including the management team, end users, and other stakeholders, as available
- Existing hardware and network infrastructure, staffing, funding, applications, business systems, projects, processes, telecommunications, training, and other investments and resources currently in use by the City
- Identification and prioritization of initiatives and projects to undertake over the next five years
- Identification of the resources required to accommodate current and future technology requirements, such as IT operations and management, legal requirements, cybersecurity requirements, service delivery, cloud computing, staffing, and more.

Deliverables

The assessment and plan includes:

- Project purpose and background
- Methodology for implementation and maintenance of the assessment
- Current technology environment summary
- Key benchmarking metrics
- Strategies, goals, and objectives
- Technology initiatives (projects) by priority
- Key issues
- Timelines
- Technology plan budgets

Methodology and Approach

Client□irst uses a five-phase methodology for technology master planning. □his phased approach serves as the cornerstone of the pro□ect by allowing a collaborative process to shape and develop the recommendations.

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Overview

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[illegible]ollowing best practices as a part of each technology pro[illegible]ect initiative is critical to ensuring the initiative's success and allowing the City to reali[illegible]e the potential benefits. [illegible]his plan details several best practices to ensure the City's future success. [illegible]ey best practices include[illegible]

- [illegible]: Software needs assessments identify and define the detailed needs of the City's users and stakeholders.
- [illegible]: A business process review systematically examines an organi[illegible]ation's business processes and workflows to identify areas where the City can improve its efficiency and effectiveness.
- [illegible]: Selecting the right system and technology is more critical than ever because operational efficiency and effectiveness are directly dependent on the use of business applications. Organi[illegible]ations that follow best practices recogni[illegible]e that they must take advantage of automation to meet growing constituent and staff demands.
- [illegible]: Ensuring the City's staff can utili[illegible]e the available software applications is critical to ensuring maximum application utili[illegible]ation and adoption to promote efficiency and productivity, thereby reducing and eliminating manual processes and workarounds.
- [illegible]: Successful implementations follow the same basic formula. [illegible]s detailed in the plan, utili[illegible]ing documented and proven best practices will provide the City with a solid foundation for success.

[illegible] ith each of these technology pro[illegible]ect initiatives, whether improvement or replacement, utili[illegible]ing a best practice approach to the pro[illegible]ect will benefit the City. [illegible]ey benefits include[illegible]

- [illegible]: [illegible]ollowing best practices improves the chances of successful software implementation because they are based on the experience of others who have successfully implemented software.
- [illegible]: [illegible]ollowing best practices reduces the risk of a software implementation failure by identifying and mitigating potential risks.
- [illegible]: [illegible]ollowing best practices streamline the implementation process and avoid costly mistakes.
- [illegible]: [illegible]ollowing best practices improves the [illegible]uality of the software implemented by ensuring that the software meets the applicable users' needs and is rigorously tested.
- [illegible]: [illegible]ollowing best practices improves the user experience of the software implemented by ensuring that the software is easy to use.

[illegible]n developing this plan, Client[illegible]irst applied a best practices approach combining decades of public sector technology experience with industry-standard best practices such as Control Ob[illegible]ectives for [illegible]nformation and related [illegible]echnology [illegible]CO[illegible], [illegible]nformation [illegible]echnology [illegible]nfrastructure [illegible]ibrary [illegible], and [illegible]rosci Change Management. Client[illegible]irst utili[illegible]ed this experience and body of knowledge in the analysis and recommendations throughout this pro[illegible]ect and planning reports.

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Staff have done a good job improving the IT infrastructure. Additional work is necessary to consolidate and standardize backups and network equipment. Staff have made significant improvements to the City's cybersecurity posture, with additional improvements planned. Additional IT operational tools are necessary to move from a reactive state to proactive management and incident response.

This report includes recommendations to support the ongoing focus on improving system redundancy and resiliency to reduce the impact of an individual equipment failure that would impact resident services and staff productivity.

The City's business applications can meet the department's operational requirements overall with some exceptions:

- Tyler New World, the City's vendor for its Enterprise Resource Planning (ERP) system (financials, human resources, and payroll), has announced that the product will be "sunsetted," and support will be discontinued. It is prudent to plan for an ERP upgrade or replacement within the next five (5) years. The City will need to determine whether moving to Enterprise ERP or exploring the marketplace for a new ERP system is the better and more cost-effective strategy. In the short term, the City should conduct business process reviews to identify and inventory all functional gaps and system needs and develop an improvement plan.
- CRMi is the primary Land Management system. The City is in the process of upgrading its CRMi software to the cloud version. The upgrade is expected to fix some known issues.
- The existing enterprise asset management (EAM) system, Cubworks, used for work order fulfillment and infrastructure asset management, does not have the needed functionality for key processes, causing staff to continue the use of manual workarounds. The City has begun researching replacement alternatives. It should also consider adding scope to the ERP acquisition to include integration for the chosen EAM solution.

Overall, significant user training and support across departmental applications is needed. Staff report that many systems are underutilized due to a lack of training. These gaps in user knowledge prevent the City from realizing the productivity gains and cost reductions associated with effective application utilization.

Over the past several years, many municipalities' constituents have begun demanding more efficient interaction, online transactions, and transparent information availability, increasing the need to improve enterprise business application utilization and the sustainability of the IT infrastructure that supports them. The City will not be able to meet these demands without updating and improving its approach to business application utilization.

Despite there being over 24 different application systems and modules, there are still numerous examples of processes that are manual or require inefficient use of workarounds and a shadow system such as Excel, including reporting, budgeting, project tracking, and contract tracking, to name a few.

The City requires a Business Application Training Plan and future business application analyst support staff in the IT department to support departmental users' ongoing needs.

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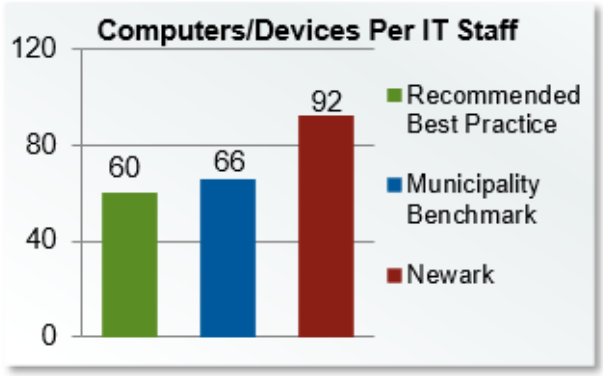
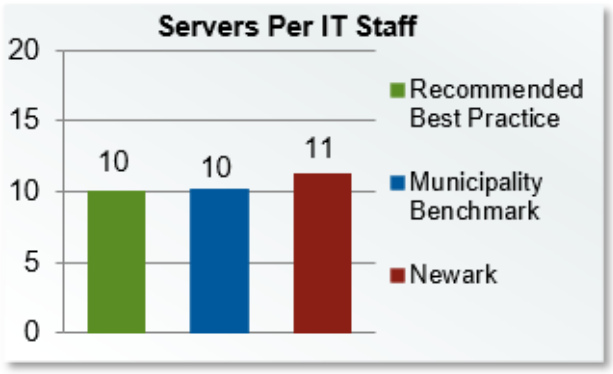
□he following table depicts the City's □□ Staffing Ratios using Computers□□evices per □□ Staff and Servers per □□ Staff as benchmarks. □o develop this benchmark, we reviewed Client□irst benchmark data of other local government agencies similar to the City in si□e and complexity. More than □□ agencies' data are included in the benchmark. Employees per □□ Staff is a commonly used metric in the industry to validate staffing levels. □s the number of individuals served and the resulting e□uipment increases, staffing levels should also increase, resulting in a smaller ratio.

	Recommended Best Practice	Municipality Benchmark	Newark
Computer/Devices per IT Staff	60	66	92
Servers per IT Staff	10	10	11





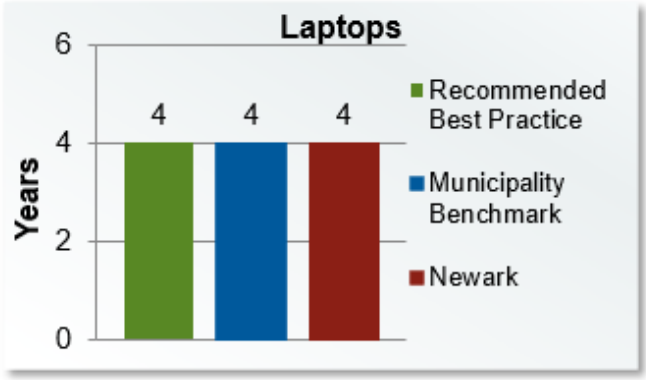
□n this comparison, the City's □□ staff supports approximately □□□ more computers and mobile devices than recommended or compared to peer agencies. □he comparison of servers per □□ staff shows Newark is close to the municipal benchmark.

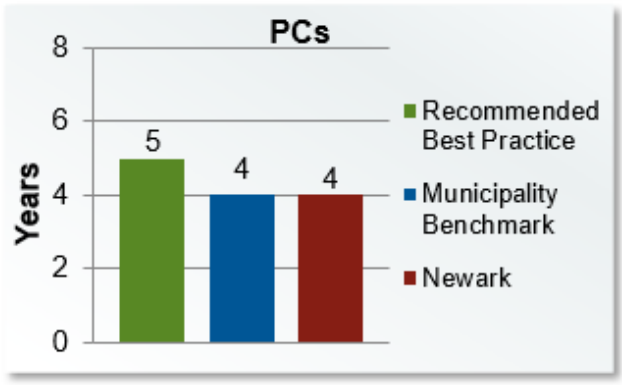
□hese benchmarks do not completely reflect the City's needs related to closing a technology deficit and departmental business applications. □epartmental demand is high for digital innovation, improved application integration, constituent service levels, and internal information flow. Staffing recommendations include near term contract assistance with the potential to expand business systems analysis skills in the □□ team to support the expanded need for business applications support over the longer term.

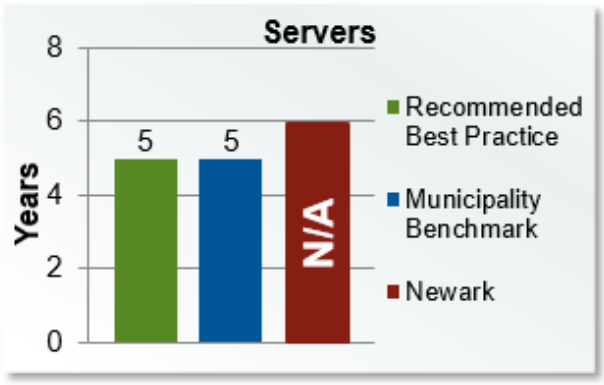
Capital equipment replacement is an important measure of the ability of the hardware to support the ongoing vendor changes to application software adequately. These changes often require additional resources and more robust hardware. Slow capital replacement cycles can increase downtime overall and slower system response times.

The following table represents IT equipment replacement recommended best practices and a local government benchmark of IT small to mid-size local government agencies.

	Recommended Best Practice (Years)	Municipality Benchmark (Years)	Newark (Years)
Laptops	4	4	4
PCs	5	4	4
Servers	5	5	N/A







The City does not have a documented IT equipment replacement policy. IT has focused on replacing older desktops and laptops. Server replacement is budgeted for the coming year. We recommend that the City document a computer replacement plan and expand computer equipment replacement schedules to include all electronic devices (e.g., audiovisual, door access control, public safety video, etc.).

[illegible]

Vision / Mission Statement

The City of Newark Information Technology Department is dedicated to providing the highest quality of technical services that are secure, cost effective, efficient, and tailored to the needs of the City and the greater community it serves. The department is committed to the values of Reliability, Innovation, Customer Service, and Excellence.

Strategic Framework going forward

Strategic framework is key to the success of the IT Department. It provides a disciplined approach for IT to succeed and ensures alignment with the City's vision and service goals. It provides a framework for staff to design project milestones and plan delivery of the projects in a timely manner.

The core objective of such a strategic framework is to provide general, macro-level direction for IT to move forward, and thereby giving teams the ability to evaluate their project plans before implementing and spending resources on a project.

The proposed strategic framework for the City is divided into five IT main areas. They are:

- Governance
- Security
- Infrastructure
- Software
- E-Government

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Continued improvement in cybersecurity threat prevention will be necessary to reduce risk and maintain services and data integrity.

- Cybersecurity insurance carriers are rapidly increasing base requirements for maintaining cybersecurity insurance.
  - The City's cybersecurity insurance provider has assigned a third party to assist in cybersecurity improvements. Much of the work effort continues to fall upon IT staff.
- The City has made significant improvements in cybersecurity. Additional improvements are necessary to meet these increasing requirements.
  - IT operational improvements are necessary to comply with current cybersecurity mandates.
  - Additional work on IT policies and procedures is necessary.
  - Incident Response and Disaster Recovery plans should be reviewed and expanded.

Resiliency is critical to providing services and maintaining ongoing operations during incidents and equipment failures.

- Continue to implement redundant high-speed internet connections.
- Expand backups to include cloud-based storage and restoration capabilities for all City systems.
- Information technology security efforts include additional monitoring and advanced threat-protection tools.
- Develop and test a disaster recovery plan.
  - Continue to identify high-priority systems and recovery time frames.
  - Exercise and test disaster recovery plans regularly.

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Improved application utilization will increase staff efficiency and speed constituent service delivery.

[illegible]

- Develop improvement plans for departmental and enterprise applications utilization and efficiency.
  - Identify and implement improvements to speed up business processes and reduce manual workarounds.
  - Continue to work with departments to increase efficiency by leveraging application software functionality to streamline and automate processes.
- Plan for and fund adequate user training and support for business application systems.
- Maintain a culture of departmental ownership for core applications.
  - Continue to adapt and improve processes and data availability while integrating business application software.
- Increase IT resources available to assist departments, improve business processes, and increase application utilization.
  - Application support is critical in any organization that relies on software applications to operate. By ensuring that applications are available, functioning correctly, and easy to use, application support teams can help organizations improve their efficiency, productivity, and financial position.

[illegible]

Technology training is critical to improving efficiency and staff utilization of applications.

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- All departments requested technology training, including Microsoft Office classes and departmental software applications.
- Utilize the Technology Governance Committee to develop citywide training priorities and create a biennial budget to fund training.
- Incorporate sufficient training in business application improvement or replacement projects.

Detailed assessments are an essential step in evaluating current and future needs for application projects

- Key considerations and resources needed to be successful include:
  - Identify the assessment objective. Understanding the “big picture” is critical to success.
  - Identify the appropriate resources/stakeholders to conduct and participate in the assessment process.
  - Determine the documentation detail level needed to communicate current and potential future needs. Possibilities include:
    - Distributing surveys or information requests to end users and compiling the results
    - Conducting workshops as a group to review the results of questionnaire feedback and identified issues
    - One-on-one interviews with power users and/or subject-matter experts
    - Reviewing or observing business processes
    - Documenting detail needs as described above
  - Develop a plan to implement the findings and recommendations that result from the assessment process.
  - Obtain third-party subject matter expertise and project management for large complex projects.

Best Practice software selection, including utilization of third-party subject-matter experts, reduces implementation risk.

- Utilize best practices for selecting and implementing business application systems.
- Focus on reducing the number of separate departmental systems to eliminate the need for custom interfaces.
- Prepare the City to select new and critical enterprise applications.
- Utilize third-party subject-matter experts to assist with selecting large/complex application software.
- Consider cloud applications when appropriate.
- Assign an internal project manager for enterprise software implementations or upgrades.
  - Follow best practice project management methodologies as appropriate.
  - Increase focus on software training during implementation or major upgrades.
  - Include contingency funds where possible to meet unforeseen project circumstances.

Artificial Intelligence and machine learning can be applied in many ways to increase efficiency, provide data more transparently, and improve responses to resident queries.

- Develop an Artificial Intelligence policy to ensure the proper use of AI tools.
- Identify processes that AI may be able to improve.
- Increase retention of historical information for trending and decision support as appropriate.
- Train management to recognize potential AI opportunities.
- Train IT and other knowledge workers to leverage AI.
- Utilize AI to assist in polishing staff reports.

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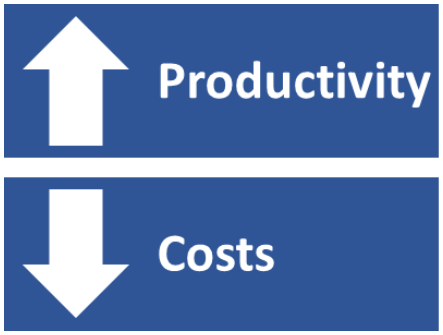
Introduction

[illegible]echnology [illegible]lanning includes assessing, researching, prioriti[illegible]ing, budgeting, and planning future technology initiatives. [illegible]or example, some initiatives are ready for approval and implementation. [illegible]n contrast, others re[illegible]uire further assessment and research before the City can determine priority, resource re[illegible]uirements, and cost-benefit.



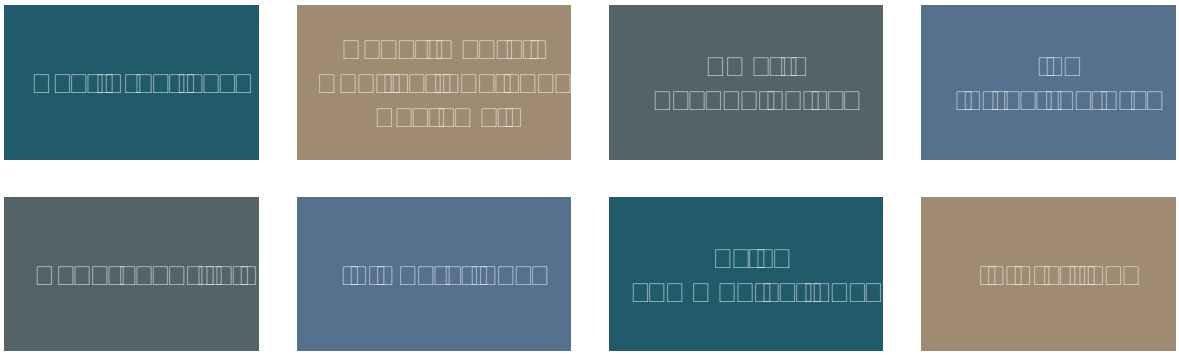
[illegible] [illegible] – Many of the plan initiatives will directly impact overall productivity within the organi[illegible]ation. Some of these initiatives will significantly impact business processes, reducing staff time re[illegible]uired to complete specific tasks. [illegible]n contrast, others will ease or speed up the delivery of services to City constituents.

[illegible] – Many initiatives outlined will directly impact the data available for reporting and management decision-making. New application systems and, in some cases, improvement of existing software systems are necessary before additional functionality can be made available.

[illegible] – [illegible]he technical initiatives focus on improving the City's technological infrastructure to provide staff and residents with secure, reliable, and supportable network services. [illegible] [illegible]nfrastructure improvements may involve e[illegible]uipment upgrades, cybersecurity enhancements, or operational improvements focused on efficiently and effectively delivering business applications to City users.

Technology Initiative Categories

[illegible]he assessment process resulted in [illegible] ma[illegible]or initiatives and pro[illegible]ects. Combined, there are hundreds of findings and recommendations throughout the report. Client[illegible]irst classified the ma[illegible]or initiatives into eight categories in the Current State [illegible]ssessment, including[illegible]



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[illegible]he key issues and initiatives identified during the planning process could also be considered a high priority. Each initiative listed below either provides long-term building blocks for the plan's success or mitigates risk. [illegible]herefore, the City has noted these as the initiatives from this plan to keep at the forefront during its future implementation.

Disaster Recovery & Incident Response Planning	• The City does not have Disaster Recovery or Business Continuity Plans. • The City does not have a Cybersecurity Incident Response Plan. • Incident Response Planning can reduce the time required to respond to a cybersecurity issue, potentially reducing its impact. • We recommend that the City develop an Incident Response Plan as soon as practical. • Disaster Recovery Planning has changed recently due to the prevalence of cloud-based backup and restoration services. • Once cloud-based recovery is implemented and tested, the Disaster Recovery Plan should be modified to reflect changing technology. • Continue to implement redundant high-speed internet connections. • Investigate high-speed fiber connectivity to all city facilities as a part of the Broadband Master Plan. • Expand backups to include cloud-based storage and restoration capabilities throughout the City. • Information technology security efforts to include additional monitoring and advanced threat-protection tools. • Develop and test a disaster recovery plan. ◆ Continue to identify high-priority systems and recovery time frames. • Exercise and test disaster recovery plans regularly.

Enterprise Asset Management Replacement (EAM)	• An EAM system comprises a suite of modules in a software application that manages work orders, preventative maintenance, and asset management of City infrastructure. • The City has gone out to market for a new EAM. We recommend including scope in its ERP acquisition to include integration of the City's chosen EAM solution to the ERP solutions Project Accounting module and the necessary accounting to the ERP system's General Ledger. • Conduct comprehensive business process reviews. Compile the findings into a detailed list of needed features and functions. ◆ Utilize Best Practices enterprise system assessment methodologies • Conduct the implementation per best practices. Follow the guidelines in the Enterprise Applications Implementation Project Management Best Practices Initiative.

Enterprise Resource Planning (ERP)	• The ERP system is the set of core applications used to operate the City's most common accounting, financial, and human resources operations.
	• The ERP vendor recently announced that they are discontinuing the system and recommending customers move to their premier mid-market local government ERP system.
	• The plan recommends an assessment and process reviews to properly scope the implementation services to avoid implementing a system that does not adequately meet the needs of Finance and other departments.
	• Follow a system selection best practices approach to choosing an ERP system that best fits the City's needs:
	  ◆ The selection process should include the following:
	  ▪ Assess and define needs across the organization
	  ▪ Develop an RFP based on the needs assessment
	  ▪ Analyze and determine short-list vendors
	  ▪ Conduct detailed, tailored demonstrations
	  ▪ Perform reference checks
	  ▪ Conduct site visits
	  ▪ Select finalist
	  ▪ Conduct due diligence, contract review, and negotiation
	• Conduct the implementation per best practices. Follow the guidelines in the Enterprise Applications Implementation Project Management Best Practices Initiative.

GIS Improvements	• GIS and spatial maps are key components in managing the City's assets and development.
	• GIS can provide critical information and data elements that benefit many of the City's operations, including future Smart Technologies.
	• GIS systems can be integrated with land management, asset management, and document management applications to improve field-based information storage and retrieval.
	  ◆ Expanded integration with the City's enterprise applications will improve application effectiveness.
	• The plan recommends expanding the City of Newark's GIS capabilities to supply departments with geospatial data and coordinate training on GIS tools.
	• The plan recommends the development of GIS datasets that can be used to create geospatial data interfaces for major application systems.
	  ◆ This will improve information availability and efficiency.

Microsoft 365 (SharePoint/Teams)	• Microsoft 365 is the cloud-based alternative to on-premise email. It can also be utilized for video conferencing, chat, file sharing, and other productivity functions. • The plan recommends training on Microsoft 365 to expand department utilization and increase productivity. ◆ File collaboration and sharing are particularly important for department staff. • We recommend inventorying desktop applications and working to standardize versions.
Telephone System Improvements	• The City's telephone system has grown organically. Management of telecommunications costs has been limited. • As recommended by the auditors, staff are currently evaluating proposals for telecommunications systems to rationalize and potentially replace the current system. • We expect the telecommunication system procurement to reduce costs and provide more effective communications for residents and other constituents.

Sustainability Planning	• Historically, the City has invested limited funding in replacing aging applications and technology infrastructure. • The spending has been less than required to maintain systems adequately. • All technology, including door access control, staff workstations, mobile devices, network infrastructure, telephone systems, radio, video surveillance systems, wireless, and all major application systems upgrades, should be included in Sustainability Planning. • Technology has a limited lifespan and must be upgraded and replaced regularly. • Planning for replacement is a key component of Sustainability Planning and budget management.
Public Safety Video Expansion	• Public safety video expansion is necessary to meet current standards for the Police Department to improve staff safety and facility security. • Also included are additional door access controls and panic buttons for staff security. • A Public Safety Video procurement bid is in progress, with a presentation of the low bid proposal to Council for approval in the Spring, with installation expected over the summer.

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[illegible]he [illegible]echnology Master [illegible]lan budget is not an entirely new set of spending re[illegible]uirements. [illegible]he plan encapsulates City information technology issues and departmental needs. [illegible]epartments themselves typically fund some pro[illegible]ect initiatives, and some may already have capital reserves set aside, while others are part of the normal biennial [illegible] budgeting process. [illegible]hese are estimated budgets for each pro[illegible]ect initiative. [illegible]ll pro[illegible]ect approvals will follow standard City budget re[illegible]uests and procurement policy and procedure re[illegible]uirements.

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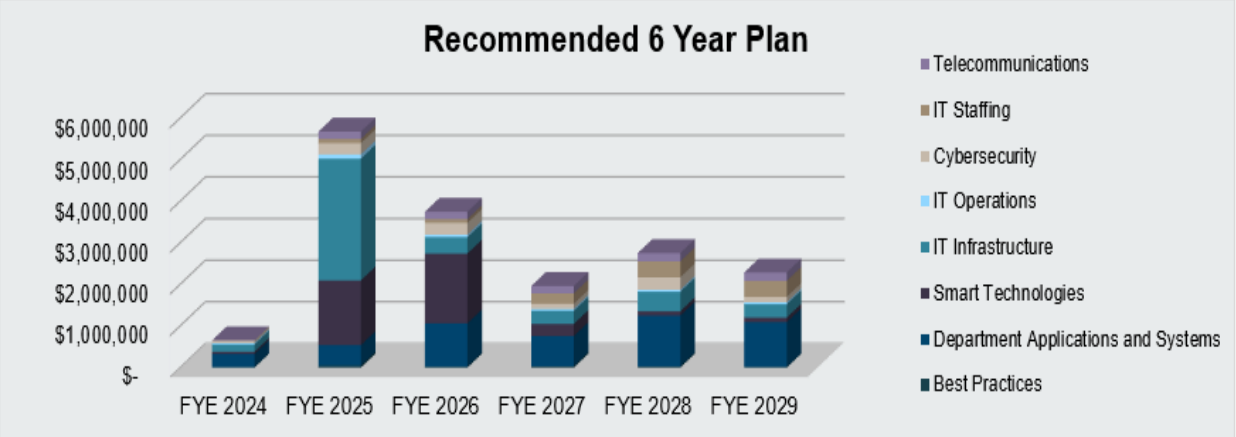
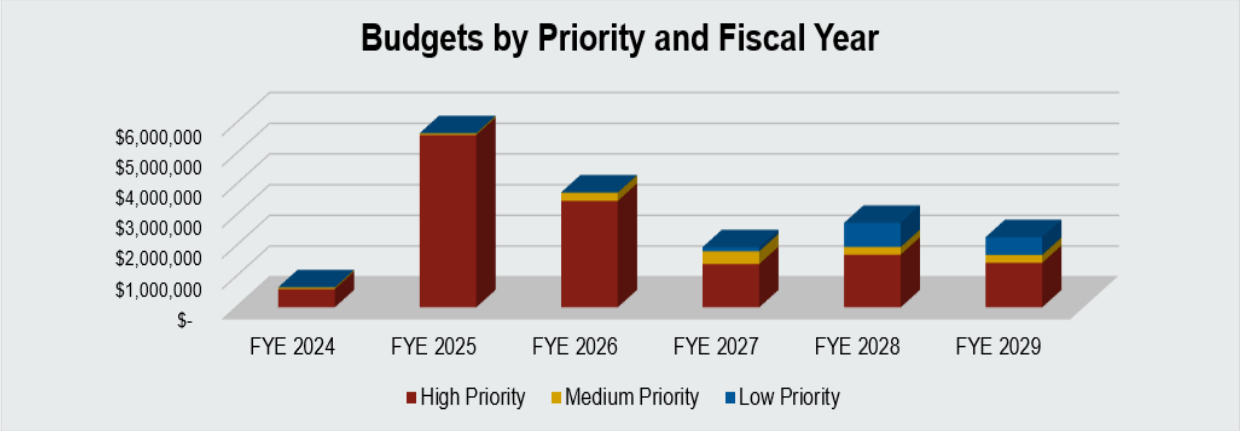
Categories	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Totals
Best Practices	$ 12,900	$ 50,000	$ 25,000	$ 35,000	$ 30,000	$ 15,000	$ 167,900
Department Applications and Systems	$ 313,830	$ 491,254	$ 1,037,641	$ 724,652	$ 1,219,673	$ 1,076,624	$ 4,863,674
Smart Technologies	$ 53,577	$ 1,556,520	$ 1,679,786	$ 290,000	$ 105,000	$ 110,000	$ 3,794,883
IT Infrastructure	$ 175,000	$ 2,928,000	$ 393,000	$ 318,000	$ 471,000	$ 323,000	$ 4,608,000
IT Operations	$ 33,000	$ 100,350	$ 60,100	$ 45,100	$ 45,100	$ 45,100	$ 328,750
Cybersecurity	$ 63,904	$ 272,100	$ 283,455	$ 121,978	$ 300,677	$ 129,560	$ 1,171,674
IT Staffing	$ -	$ 100,000	$ 90,000	$ 251,000	$ 382,500	$ 387,275	$ 1,210,775
Telecommunications	$ -	$ 177,000	$ 177,000	$ 177,000	$ 200,000	$ 200,000	$ 931,000
Totals	$ 652,211	$ 5,675,224	$ 3,745,982	$ 1,962,730	$ 2,753,950	$ 2,286,559	$ 17,076,656



Categories	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Totals
High Priority	$ 597,554	$ 5,615,760	$ 3,466,670	$ 1,411,302	$ 1,717,351	$ 1,448,672	**$14,257,308**
Medium Priority	$ 47,377	$ 51,820	$ 271,286	$ 413,000	$ 247,750	$ 257,888	**$ 1,289,121**
Low Priority	$ 7,280	$ 7,644	$ 8,026	$ 138,428	$ 788,849	$ 580,000	**$ 1,530,227**
Totals	**$ 652,211**	**$ 5,675,224**	**$ 3,745,982**	**$ 1,962,730**	**$ 2,753,950**	**$ 2,286,559**	**$17,076,656**



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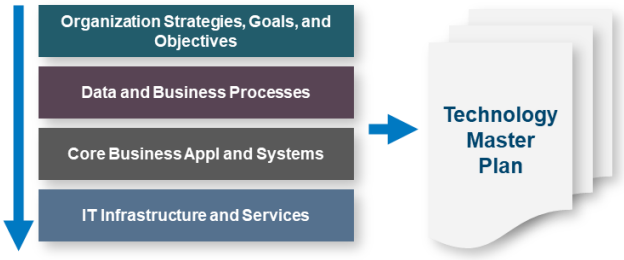
Moving Forward



Moving forward over the next [illegible] to 24 months, the key focus areas for information technology include cybersecurity and continued [illegible] infrastructure improvements. [illegible]mmediate focus on cloud-based backup and restoration and disaster recovery planning is necessary.

Ma[illegible]or application system improvements or replacements are also necessary, including the replacement of the sunsetted ER[illegible] system, which is often the largest technology pro[illegible]ect an agency undertakes. Other important pro[illegible]ects include implementing public safety video and telephone system improvements.

Creating a Cybersecurity [illegible]ncident Response [illegible]lan while implementing internet redundancy is a critical component of a successful technology plan implementation.

[illegible]his report contains ambitious and costly technology ob[illegible]ectives for the City. [illegible]f the City chooses to implement these systems rapidly, organi[illegible]ational change management and strategic oversight will be critical to the City's success. [illegible] e often continue to work with agencies on these issues during assessment, planning, and implementation. [illegible] e have found that slow and steady progress following best practice methodologies leads to an improved likelihood of success, higher [illegible]uality implementations, and improved staff utili[illegible]ation and data management of new systems.

[illegible] – [illegible]he demand for cybersecurity resources continues to increase. [illegible]eveloping policies and procedures, expanding the City's cybersecurity toolset, and improving resiliency and recoverability are important components of a cybersecurity program that will reduce the risk of compromise and improve recoverability.

[illegible] – City departments want to improve their core business processes and fully utili[illegible]e their applications. [illegible]he City should work to encourage a sense of application ownership and continuous improvement by the departments. [illegible]mproved application utili[illegible]ation is the most effective way to increase data availability, facilitate staff productivity, and improve customer service.

[illegible] – City [illegible] staff have many responsibilities. Expanding City business analysis skillsets and creating a focal point for cybersecurity improvements will provide the [illegible] team with additional capabilities necessary to assist departments in making business process and application improvements while reducing cyber risk. [illegible]hird-party sub[illegible]ect-matter experts can initially fill these roles.

Client[illegible]irst expects that the pro[illegible]ects outlined in this report will result in improved productivity and customer service, as well as improved resiliency and sustainability.

[illegible]he City should review and update the plan annually, using an abbreviated version of this assessment and planning methodology. [illegible]n this way, the plan will be a vehicle to guide the City's information technology activities. [illegible]lan updates should be synchroni[illegible]ed annually, but also with the City's biennial budget process to represent technology initiative costs properly.

Benefits

The completed plan is a dynamic tool to be revised and updated as business conditions and requirements change. Objectives may change as the organization and its environment evolve. The City will not realize certain objectives and benefits if the planning function is not ongoing.

Implementing this Technology Assessment and Plan should realize significant benefits, including:

- Increased collaboration and communication on technology projects within the organization
- Improved resident services through expanded data availability and online capabilities
- Transformation of the organization's overall understanding, knowledge, and stewardship of information technology
- Clear direction for IT operations and technology projects for the next several years, focused on meeting the organization's needs
- Citywide department consensus and understanding of all technology initiatives and their priorities
- A roadmap for the selection, implementation, and improvement of business applications to better serve residents and staff

Immediate Next Steps

We recommend that the City expand the scope of the Technology Steering Committee to review the plan and budget and advise on priorities and any new projects that may arise. Next, the City should assign lead and participatory resources to the top-priority technology and other high-priority initiatives. Finally, initiative leaders should report status updates for active initiatives to the Technology Steering Committee as part of each meeting agenda.

The Committee should discuss significant issues for each initiative by providing general feedback, collaboration, and lessons learned, as many initiatives cross departmental boundaries.

We also recommend developing a training seminar series for key department stakeholders and system users to improve application utilization, management, and support. This is an effective way to maintain momentum and kick off the tremendous change that is to occur in enhancing operations and constituent services.

[illegible]

[illegible]

The following section provides the five-year master planning budget detail by project initiative. Please note that these *subtotals are not the biennial IT Department operating budget*. These are estimated budgets for each project initiative. All project approvals will follow normal City budget requests and procurement policy and procedure requirements.

[illegible]

[illegible]

The following section contains the Technology Current State Assessment documentation in its entirety. The assessment resulted in [illegible] major technology initiatives and projects with hundreds of additional recommendations.

Technology Master Plan
Budget

Best Practices											
1	**Technology Governance**	Assistance in developing Governance model and associated policies/procedures	**H**	$0	$10,000		$10,000				
2	**Application Management Best Practices**	Identify application owners and champions within the Departments to lead improvement efforts.	**H**								
3	**User Training and Support**	Ongoing user training - general IT skills - Planet Technologies (Evolve365)	**H**	$15,000	$35,000	$12,900	$20,000	$20,000	$20,000	$15,000	$15,000
4	**Software Needs Assessment Best Practices**	Utilize software needs assessment methodology to identify gaps in application functionality for improvement.	**H**								
5	**Business Process Reviews**	Business process reviews are key to understanding existing processes and identifying ways to improve or make them more efficient.	**M**								
6	**Software Selection Best Practices**	Best Practice focused on reducing risk and improving software selection outcomes while maximizing value through a competitive selection process.	**H**								
7	**Applications Implementation Project Management Best Practices**	Follow PMI based project management principles for all larger or complex projects	**H**								
8	**Enterprise Reporting Best Practices**	Best practices approach and methods to utilizing different reporting and business intelligence tools with enterprise application systems	**M**								
9	**IT Project Planning and Implementation Best Practices**	Follow PMI based project management principles for smaller, less-complex projects	**H**								
10	**Cloud Computing**	Continue to move enterprise applications to the cloud. Consider moving Laserfiche to the cloud. Tyler will sunset on-premise versions of their ERP product in this decade.	**M**								
11	**COBIT (Control Objectives for Information and Related Technologies)**	Utilize COBIT Best Practices to improve IT services planning and life cycle management	**M**								
12	**IT Project and Services Portfolio**	Develop and maintain a IT project portfolio and Service Level Agreements for IT systems and services	**M**	$0	$10,000				$10,000		
13	**ITIL (Information Technology Infrastructure Library)**	ITIL Best Practice - Third party assistance budgeted if needed.	**H**	$10,000	$15,000		$5,000	$5,000	$5,000		
14	**Sustainability Planning**	Document all IT costs, develop Equipment Replacement or Internal Service Fund, and develop long-range cost model.	**H**	$0	$25,000		$15,000				
15	**Training Room**	Using Police training room and laptops	**L**	$0	$25,000					$15,000	
Departmental Applications and Systems											
16	**Enterprise Resource Planning (ERP) Improvements**	From original IT budget 3/22	**L**						$85,000	$750,000	$500,000
17	**Budget Software Improvements**	Interim solution already budgeted	**H**		Included with New ERP Solution						

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]		[illegible]	[illegible]				
				[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
18	**Expense Reimbursement Software**	Streamline and automate submission and approval of employee expense reimbursements	**H**		Included with New ERP Solution						
19	**Time and Attendance System Improvements**	Assessment and selection of a Time and Attendance solution	**H**		Included with New ERP Solution						
20	**Human Resources System Improvements**	Close functional gaps, implement new modules, integrations, and end-user training.	**L**		Included with New ERP Solution						
21	**Trakstar**	Trakstar improvements and expansion	**H**	$25,000	$50,000	$24,000	$24,000	$26,000	$28,000	$30,000	$33,000
22	**Risk Management Software**	Assessment and selection of a risk management system.	**L**		Included with New ERP Solution						
23	**Scholarship Management Software**	Assessment and selection of a scholarship management system.	**M**	$18,000	$30,000			$4,000	$4,000	$4,000	$4,000
24	**Electronic Content Management System (ECMS) Improvement**	Laserfiche Cloud	**M**	$150,000	$350,000	$23,500	$25,000	$27,500	$29,000	$31,000	$33,000
25	**Agenda Management Improvements**	AgendaQuick	**L**	$20,000	$40,000	$7,280	$7,644	$8,026	$8,428	$8,849	$20,000
26	**Public Safety Scheduling Software**	InTime - PD Funds	**H**	$50,000	$100,000	$17,424	$36,424	$36,424	$11,424	$11,424	$11,424
27	**Law Enforcement Training and Standards (LETS) Software**	Assessment and selection of Law Enforcement Standards Software.	**H**	$20,000	$30,000				$30,000	$10,000	$10,000
28	**Electronic Ticketing and Citation System**	PD Funds	**H**			$15,000	$75,000	$20,000	$20,000	$20,000	$20,000
29	**Land Management System Improvements**	Close functional gaps, implement new modules, integrations, and end-user training.	**H**	$300,000	$600,000		$75,000	$150,000	$150,000		
30	**Enterprise Asset Management (EAM) Replacement**	From original IT budget 3/22	**H**	$300,000	$600,000		$75,000	$500,000	$80,000	$84,000	$88,200
31	**Recreation System Improvements**	Close functional gaps, implement new modules, integrations, and end-user training.	**L**						$10,000		
32	**Pool Management and Recreational Staff Scheduling**	Digiquatrics - Rec Funds	**H**			$10,000	$10,000	$3,000	$3,000	$3,000	$3,000
33	**Volunteer Management System**	Assessment and standardization of the volunteer management system.	**L**	$15,000	$30,000						$20,000
34	**Microsoft Office 365 and Teams**	Microsoft EA - Expand to G3, P1 for additional cybersecurity features. Then Expand to G5	**H**	$140,000	$200,000	$177,272	$131,830	$230,000	$230,000	$230,000	$275,000

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]		[illegible]	[illegible]				
				[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	**Digital Signatures**	DocuSign	**M**	$20,000	$50,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
36	**Dashboard Preparation and Automation**	Review, assessment, and selection of performance dashboard needs.	**L**	$15,000	$30,000						$20,000
37	**Intranet**	Axero	**H**			$29,354	$21,356	$22,691	$25,800	$27,400	$29,000
Smart Technologies											
38	**Website**	Granicus with $2500 migration to ca.gov	**M**	$50,000	$175,000	$13,877	$16,820	$14,786	$150,000		
39	**Request Management Software**	Citizen Request Management software	**L**	$25,000	$50,000				$35,000	$15,000	
40	**Public Records Request**	Assessment and selection of public records request software.	**M**	$5,000	$25,000			$15,000	$15,000		
41	**Kiosks**	Estimate up to 6 kiosks	**M**	$60,000	$120,000				$40,000	$40,000	$40,000
42	**GIS Assessment and Plan**	Esri SGEA.Create a GIS Plan to determine requirements. Expect cloud based GIS and some contractor services to follow.	**H**	$30,000	$50,000	$39,700	$39,700	$100,000	$50,000	$50,000	$50,000
43	**Mass Outbound Communications System**	Assessment and selection of mass outbound communications software.	**L**	$15,000	$30,000						$20,000
44	**Social Media Policy and Strategy**	Internal project.	**H**								
45	**Artificial Intelligence**	Best practice for getting started	**H**								
46	**Smart Cities Technology Strategy**	Smart Cities implementation strategy discussion	**H**	$0	$50,000			$50,000			
47	**Broadband Master Plan Implementation**	Connecting city facilities	**H**	$3,000,000	$3,000,000		$1,500,000	$1,500,000			
IT Infrastructure											
48	**Computer Equipment Replacement Planning**	Four year rotation. Added contingency	**H**	$400,000	$400,000		$100,000	$100,000	$100,000	$100,000	$100,000
49	**Computer Room, IT Closets, and Power Distribution Improvements**	UPS for all switches, small cabinets where possible.	**H**	$25,000	$50,000		$25,000	$25,000			
50	**Council Chambers Audiovisual**	Council chambers upgrades	**H**	$150,000	$200,000	$175,000					
51	**Conference Room Audiovisual Refresh**	Included with Council Chambers A/V	**H**	Included Above	Included Above						
52	**Internet Bandwidth**	Redundant internet with satellite for tertiary	**H**	$100,000	$100,000		$10,500	$21,000	$21,000	$21,000	$21,000
53	**Network Upgrade**	Replace leased end-of-life switches (Est 7)	**H**	$35,000	$40,000		$212,500			$150,000	
54	**Server Upgrades**	CH & PD server replacement separate years	**H**	$600,000	$1,000,000		$500,000	$50,000	$50,000	$50,000	$50,000
55	**Structured Connectivity System**	Replace old cabling were applicable	**H**	$25,000	$25,000		$25,000				

56	**Public Safety Video System**	Procurement for additional video cameras for City facilities	**H**								
57	**Door Access Control Improvements**	Expect Capital Project in FYE24. Some continued spending expected.	**H**	$1,500,000	$2,000,000		$2,000,000	$100,000	$100,000	$100,000	$100,000
58	**Wireless Network Improvements (Wi-Fi)**	Complete parks coverage, mostly Silliman.	**M**	$50,000	$50,000			$50,000			
	Remote Access VPN	Remote access improvements (possible Zscaler implementation)	**H**	$15,000	$20,000		$55,000	$47,000	$47,000	$50,000	$52,000
IT Operations											
59	**Help Desk Ticketing System**	ConnectWise installed.	**H**			$28,000	$25,000	$25,000	$35,000	$35,000	$35,000
60	**IT Asset Management Automation**	Included with Help Desk	**H**								
61	**IT Automation Tools (Patch Management)**	Need to consolidate to single solution. Assume LanSweeper or InTune using G5 license - third party assistance for implementation	**H**	$25,000	$30,000			$25,000			
62	**Identity and Access Management**	Implement complete onboarding/offboarding procedures. Active Directory Audit Tool for auditing and management.	**H**				$15,350	$10,100	$10,100	$10,100	$10,100
63	**IT Policies and Procedures**	Incident Response Plan followed by policy library.	**H**	$12,500	$20,000		$15,000				
64	**Mobile Device Management**	Verizon MDM - Assume InTune - can use 3rd party assistance.	**H**	$10,000	$10,000	$5,000	$20,000				
65	**Network Management Tools (Configuration Management)**	What's Up Gold, PRTG or similar.	**H**	$25,000	$30,000		$25,000				
	Desktop Management	Assume InTune - can use third-party assistance included above.	**M**	N/A	N/A						
Cybersecurity											
66	**Audit Logs and Log Management**	Log Management tool - separate from SIEM - Arctic Wolf	**H**	$125,000	$175,000	$63,904	$67,100	$70,455	$73,978	$77,677	$81,560
67	**Backups and Testing**	Consolidate cloud and on-premise backups to Rubrik.	**M**	$100,000	$125,000			$150,000			
68	**Disaster Recovery/Business Continuity Planning**	Do after backup consolidation.	**H**	$15,000	$25,000			$15,000			
69	**Firewall Filtering and Consolidation**	High Availability pairs for each Internet Connection. Separate firewall CH <-> PD. Three year agreement	**H**	$175,000	$200,000		$175,000			$175,000	
70	**IT Security - General**	Barracuda or M365 G5 for email archival	**H**				$18,000	$36,000	$36,000	$36,000	$36,000
71	**Multi-Factor Authentication**	City staff to complete.	**H**				$12,000	$12,000	$12,000	$12,000	$12,000
IT Staffing											
72	**IT Staff Training**	Training plan development	**H**	$165,000	$185,000		$25,000	$30,000	$36,000	$42,000	$45,500
73	**IT Staffing**		**L**								
74	**GIS Staffing**	Contract to start.	**H**	$450,000	$500,000		$60,000	$60,000	$60,000	$162,750	$170,888

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]		[illegible]				
				[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]
75	**Enterprise Applications Support**	Add two business analysts. One to start with EAM, second to start with ERP.	**M**	$133,000	$173,000				$155,000	$162,750	$170,888
76	**Staff Security Awareness Training**	In progress	**H**				$15,000			$15,000	
Telecommunications											
77	**VoIP Phone and Telecommunications Replacement**	Expect funding to be committed in FYE24	**H**	$150,000	$200,000		$177,000	$177,000	$177,000	$200,000	$200,000
						$652,211	**$5,675,224**	**$3,745,982**	**$1,962,730**	**$2,753,950**	**$2,286,559**

***Other Funding Sources** (Grants, Reserves, Funded, Planned and/or Estimated)								
ARPA Funds	Utilizing for Broadband Master Plan			$1,200,000				
State Grants	Utilizing for Broadband Master Plan			$300,000	$1,500,000			
Expected Telecommunications Savings	Offset to VoIP & Telecommunications Initiatives			$53,000	$53,000	$53,000	$53,000	$53,000
GIS Fund for CIP 1331 Second Phase Setup				$50,000	$100,000			
IT Technology Reserve Fund				$1,500,000	$500,000			
Public Safety State Organized Retail Theft (ORT) Grant				$166,667	$166,667	$166,667		
PEG Fund for CIP 1298 City Council Chambers A/V			$175,000					
Retirement of XXX								
Operational Funds (FYE 2024) & expected (FYE 2025-6)			$477,211	$1,219,874	$393,668			
		Subtotal - Other Funding Sources	**652,211**	**4,489,541**	**2,713,335**	**219,667**	**53,000**	**53,000**
		Net new Funding	**$0**	**$1,185,683**	**$1,032,647**	**$1,743,063**	**$2,700,950**	**$2,233,559**
							Total Plan Budgets	**$8,895,902**

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December 2023

Client Locations
[illegible]

Practice Locations
[illegible]

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Table of Contents

Best Practices 5

1. Technology Governance 6
2. Applications Management Best Practices 6
3. User Training and Support 10
4. Software Needs Assessment Best Practices 10
5. Business Process Reviews 12
6. Software Selection Best Practices 12
7. Applications Implementation Project Management Best Practices 10
8. Enterprise Reporting Best Practices 10
9. IT Project Planning and Implementation Best Practices 14
10. Cloud Computing 42
11. COBIT Control Objectives for Information and Related Technologies 14
12. IT Project and Services Portfolio 14
13. ITIL Information Technology Infrastructure Library 14
14. Sustainability Planning 14
15. Training Room 10

Departmental Applications and Systems 51

16. Enterprise Resource Planning ERP Improvements 12
17. Budget Software Improvements 10
18. Expense Reimbursement Software 10
19. Time and Attendance System Improvements 10
20. Human Resources System Improvements 12
21. Brakstar 10
22. Risk Management Software 10
23. Scholarship Management Software 10
24. Electronic Content Management System ECMS Improvement 10
25. Agenda Management Improvements 12
26. Public Safety Scheduling Software 14
27. Law Enforcement Training and Standards LETS Software 10
28. Electronic Ticketing and Citation System 10
29. Land Management System Improvements 10
30. Enterprise Asset Management EAM Replacement 14

□□. Recreation System □mprovements ..... □□
□2. □ool Management and Recreational Staff Scheduling ..... □□
□□. □olunteer Management System ..... □□
□4. Microsoft Office □□□ and □eams ..... □2
□□. □igital Signatures ..... □4
□□. □ashboard □reparation and □utomation ..... □□
□□. □ntranet ..... □□

SMART TECHNOLOGIES 100

□□. □ ebsite ..... □□□
□□. Re□uest Management Software ..... □□□
4□. □ublic Records Re□uest ..... □□□
4□. □iosks ..... □□□
42. □ □S □ssessment and Master □lan ..... □□□
4□. Mass Outbound Communications System ..... □□□
44. Social Media □olicy and Strategy ..... □□2
4□. □rtificial □ntelligence ..... □□□
4□. Smart Cities □echnology Strategies ..... □□□
4□. □roadband Master □lan ..... □□□

IT INFRASTRUCTURE 118

4□. Computer E□uipment Replacement □lanning ..... □□□
4□. Computer Room, □□ Closets, and □ower □istribution □mprovements ..... □2□
□□. Council Chambers □udiovisual ..... □2□
□□. Conference Room □udiovisual Refresh ..... □22
□2. □nternet □andwidth ..... □2□
□□. Network □pgrade ..... □24
□4. Server □pgrades ..... □2□
□□. Structured Connectivity System ..... □2□
□□. □ublic Safety □ideo System ..... □2□
□□. □oor □ccess Control □mprovements ..... □2□
□□. □ ireless Network □mprovements □□ i-□i□ ..... □2□

IT OPERATIONS 130

□□. Help□Service □esk □icketing System ..... □□□
□□. □□ □sset Management □utomation ..... □□□
□□. □□ □utomation □ools □□atch Management□ ..... □□4

2. Identity and Access Management 139
11. IT Policies and Procedures 139
4. Mobile Device Management 140
11. Network Management Tools (Configuration Management) 140

CYBERSECURITY 142

11. Audit Logs and Log Management 140
11. Backups and Testing 144
11. Disaster Recovery/Business Continuity Planning 140
11. Firewall Filtering and Consolidation 140
11. Cybersecurity – General 140
11. Multi-Factor Authentication (MFA) 139

IT STAFFING 151

2. IT Staff Training 12
11. IT Staffing 139
4. MIS Staffing 139
11. Enterprise Applications Support 139
11. Staff Security Awareness Training 139

TELECOMMUNICATIONS 162

11. Voice Phone and Telecommunications Replacement 139

□ □□□□

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2. Applications Management Best Practices

Many agencies underutili□e their software systems, resulting in a loss of productivity due to manual processes, inefficient workarounds, and ineffective or unnecessary reconciliations. □dditionally, most agencies do not have sufficient resources in their □□ organi□ation to document operational re□uirements for applications and business processes. □dentifying additional application improvement opportunities re□uires prioriti□ing and evaluating alternative solutions and identifying sufficient implementation, ongoing management, and support resources. Successful pro□ects spread responsibility for a technology pro□ect between department sub□ect matter experts, other stakeholders, and the technical team. □his best practice applies to the system□s implementation and ongoing support and maintenance.

□aining greater utili□ation of the existing application modules is vital to increasing staff productivity throughout the City. □ccomplishing this is often challenging due to limited resources, the diversity of application providers, and the systems in use.

□he City can greatly benefit from evolving beyond traditional application management practices. □mplementing the following recommendations can improve functionality and system use, as well as overall productivity, customer service, and transparency.

□he roles and responsibilities for application support and management need to be identified and assigned for all department operational software. □he □□uture □pplication Roles and Responsibilities□matrix recommends a starting point for identifying staff and end-user roles.

The following table is an unofficial inventory of the City's different software applications or modules throughout all departments. □he City of Newark currently utili□es over 2□□ applications, modules, and systems. Ma□or systems include□

□□□□□□□□□□□□□□□□□□□□□□□□□□□□	□□□□□□□□□□□□□□□□□□□□□□□□
Financial Management	Tyler New World
Human Resources Management	Tyler New World
Payroll	Tyler New World
Applicant Tracking	CalOpps
Enterprise Asset Management (EAM)	PubWorks
Electronic Document and Records Management	Laserfiche
Land Management Software	Central Square Community Development
Recreation Software	Sportsman is going to Tyler.

Below is a sample listing of the City's applications and modules. This list is not an official or complete inventory.

- □□-2□ □pp
- □C □lert
- □ccurint □E □lus
- □chieve Social
- □dobe
  - □crobat
  - Creative Cloud
  - □llustrator
  - □n□esign
  - □dobe □ro
- □d□ech □egal □dvertising
- □genda □uick
- □irMap
- □lameda S□□□
- □ma□on □usiness
- □□□Net
- □rbor □ccess
- □rchive Social
- □ries
- □sana
- □uthori□e.net
- □utoC□□□Civil □□
- □very
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Other application systems utilized by multiple or all City departments

See the list of major applications above. Identifying capable staff to fulfill the roles and responsibilities for optimizing applications will help the City achieve the goals of the Applications Management Best Practices initiative in the future. Examples include:

[illegible]

- Primarily makes final decisions on process policies, procedures, and deliverables for their area of expertise
- May also be responsible for oversight and delivery of daily, weekly, monthly, and annual processes
- Stays current with applicable industry best practices, technology, and application capabilities
- Stays current with existing application vendors' capabilities, offerings, and enhancements

[illegible]

- Department expert on application module
- Possesses the greatest knowledge of application module
- Lead trainer/support person for other department staff that utilize the application module
- Usually has formal training and is responsible for application configuration setup and changes on an ongoing basis
- Stays current with the applicable industry best practices, technology, and application capabilities
- Stays up to date with current application vendors' capabilities, offerings, and enhancements

[illegible]

The IT Department serves an important role in the implementation and ongoing support of application systems. However, they are not usually operational experts, as described above. IT roles and responsibilities should be clearly defined and complement the skills and knowledge of other project support team members. Some common IT staff responsibilities include:

- Maintain supporting equipment/peripherals
- Network support and maintenance
- Provide Help Desk support to users
- Perform backups of system data
- Copy/refresh data between development, training, and production databases
- Implement and test security roles
- Database Administration
- Assist with the installation, upgrades, and ongoing maintenance of the application systems

It is important to note that IT staff involvement in supporting and maintaining enterprise application systems is critical. However, they may have limited operational process knowledge and IT resources available.

When defining roles and responsibilities, consider how users obtain assistance with issues, receive appropriate training, and become proficient in utilizing application systems.

The most successful application support infrastructure teams comprise technical and operational staff. While IT staff may serve numerous roles, they are not process owners or power users. Individual departments should take as much responsibility as possible for supporting and maintaining modules used in their primary business operations.

- Responsible for gathering documentation information and coordinating the activities of other key Module Stakeholders
- ead participant in reviewing assembled software and business process needs re uirements
- iaises and or coordinates with department staff, pro ect managers, and vendors
- May also be a feature function reviewer
- rovides feedback or clarifications on software needs
- ead department implementer for new software module functionality

- articipate in business process reviews to determine software re uirements
- ssist in gathering documentation and identifying department or division needs
- May also provide feedback or clarification on software needs
- articipate in the implementation, testing, documentation, and training of other users

- Consider adding staff to the epartment to provide speciali ed enterprise application support to department users.
- epartments should be encouraged to become more responsible for application setup and configuration changes with personnel s assistance. rovide training if department personnel cannot make these changes. hird-party sub ect-matter expertise can be helpful for large or complex pro ects.
- ssign staff-specific roles and responsibilities for each application or module.
- ey assignments should be responsible for understanding industry best practices and solutions as well as taking the lead in continually assessing and inventorying needs.
- nventory and maintain current and future feature functions reporting, training, and support gaps and lists of improvement needs by software module.
- Consider cross-training department personnel on utili ing report writing tools to generate re uired reports with proper security access. More complex reporting often re uires a specific understanding of database structures in the application, necessitating assistance.
- rocess owners and or power users should actively monitor upcoming functionality improvements in new software releases. n addition, it would be helpful if process owners monitored and discussed application usage with other peer Cities and entities. ncorporate the feedback from intercity exchanges into the City's systems to improve functionality further and increase usage across the City.

- Higher return on software investment from the increased use of application features
- ower costs and less reliance on vendor assistance
- ess time re uired by staff due to increased user independence.
- dentification of application user roles and responsibilities
- mproved efficiencies and productivity
- mproved customer service

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4. Software Needs Assessment Best Practices

Often, one of the first re□uirements identified in technology-related software implementation and improvement pro□ects is to conduct an assessment. □etailed assessments are an important step in evaluating current and future needs for technology pro□ects. Still, they can apply to □ust about anything re□uiring an evaluation. Many Cities are unfamiliar with this detailed process, nor do they have staff with the skills or experience to conduct successful assessments.

□his initiative aims to identify what an assessment is, when it is best applied, the basic guidelines for conducting one, and to provide recommendations for finding the right resources for the process.

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□he official definition of □assessment□ is □the action of evaluation and making a □udgment□□□ ebster□s □ictionary□ □or technology pro□ects, assessments most often refer to the process of making a □udgment regarding the current and future state use of an application, interface, or integration needs. □ssessments conducted for business applications typically result in one of the following decisions□

□. □mprovements to specific deficiencies in an existing application, interface, or integration

2. □mplementation of a new application, interface, or integration to eliminate existing manual processes

□. Replacement of an existing application, interface, or integration that is not capable of meeting the City's requirements

Components of a technology assessment may include an evaluation of the City's:

- □ocumenting process workflows and□or workflow diagrams
- Software functional re□uirements □portals, dashboards, mobile app, and online credit card processing□, including the deployment□adoption of new features rolled out in vendor software releases after the original implementation
- □aps with existing systems and potential needs for improvements
- □hird-party system interfaces or integrations
- □ata conversion needs □the type of records and the number of years of data□
- Current and future reporting needs
- □nmet training needs
- □ser licensing needs □e.g., number of users, type of licenses, concurrent users, mobile users, and in□uiry vs. edit capability□
- □ssessment of □□ infrastructure re□uirements

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Every assessment is uni□ue. Some may include ***business process reviews*** in which current operational processes are analy□ed and evaluated. □f needed, more comprehensive business process reviews may include formal workflow analysis and□or process diagrams. Most assessments result in customi□ed feature□function re□uirements for an implementation, replacement, or improvement pro□ect. □arge or complex pro□ects should follow the guidelines of the □□usiness □rocess Review □est □ractices□initiative.

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Benefits

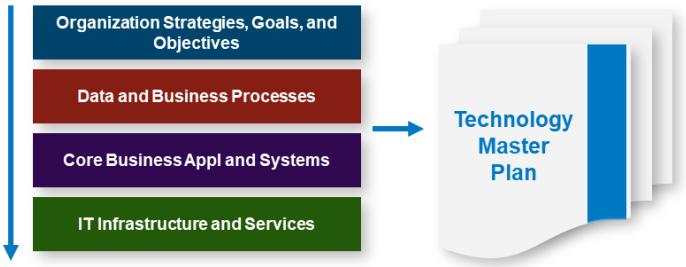
- Improved efficiencies through
  - Process enhancements and streamlining
  - Automation of manual processes
  - Elimination or dramatic reduction of shadow systems and processes
  - Elimination of paper, other equipment, and/or supply costs
  - Maximization of the human resources involved in processes
- Improved utilization of existing systems through reconfiguration and setup, gaining productivity and achieving better results
- Preservation of institutional knowledge by embedding or transferring staff knowledge into processes and associated workflows
- Maximized investment in software applications and technologies by incorporating process improvements in system workflows, configuration, and setup
- Customized requirements for business application implementation, replacement, or improvement projects

2. Software Selection Best Practices

Introduction

Selecting the right system and technology is more critical today than ever because the efficiency and effectiveness of the City are directly dependent on its use of technology and information systems. Cities that follow best practices recognize that they must take greater advantage of automation to meet growing constituent and public demands.

Following best practices while procuring new software solutions can transform a City's operations, processes, and constituent services. Without proper preparation, planning, and methodology for selection and implementation, Cities face many problems and risks, including:



- Spending sometimes hundreds of thousands of dollars more than necessary in the total cost of ownership
- Failed or prolonged implementation
- Implementation of systems that still do not meet the City's functional needs
- Low productivity
- Poor contract negotiation position
- Lack of and/or reduced integration between other software systems

Cities typically fall short of their implementation goals due to one or more of the following factors:

- Insufficiently defining system objectives and requirements
- Failing to involve both management and users adequately
- Underestimating the costs and effort required
- Failing to plan for expansion adequately
- Failing to evaluate software properly

The City should utilize a structured analysis and selection methodology to implement key software systems and reap the full benefits properly. A structured approach to selection and implementation results in significant benefits, including:

- Reduced risk of a failed or prolonged implementation
- Lower total cost of ownership
- Independent and objective analysis of potential alternatives
- Well-defined objectives and requirements

STARTLING STATISTICS

- Only 32% of projects are on time, within budget, deliver all required features and functions, and achieve measurable business and stakeholder benefits.
- Approximately 44% of projects are "challenged" (late, over budget, and/or have less than the required features and functions).[6]
- 69% of project failures are due to a lack of and/or improper implementation of project management methodologies.
- Nearly 40% of those surveyed said that a "lack of employee buy-in and executive support" was the biggest challenge facing a successful implementation.[7]
- A recent customer survey shows that enterprise implementation projects:
  - Have only a 7% chance of on-time implementation
  - Will likely cost more than estimated
  - Will likely deliver unsatisfying results (only 21% will realize half or more of expected benefits)[8]
- In a past study of local government enterprise implementations published in Government Finance Review, it was found that the average project was 176% over budget and 243% beyond the planned implementation timeline.

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Benefits

- Reduced preparation time for deployments
- Better identification of integration requirements
- Reduced license fees
- Increased utilization of application systems
- More effective due diligence
- System functional alignment with overall City goals
- Higher probability of having a successful implementation

Project Coordination and Management	
1	**Project Coordination and Management** - Finalize the project work plan and timelines and arrange communications, logistics, and support. Schedule various meetings with personnel from each functional area to review and discuss existing and future information system needs. Provide ongoing project coordination and status updates. The project manager will:
	Act as a liaison between the executive stakeholder team, project team, vendor(s), and City staff
	Develop and manage a comprehensive project plan detailing project stages, milestones, and resources
	Manage the Change Management Process with oversight from the City's Executive Project Steering Committee
	Develop a communications plan and provide monthly executive/project status reports detailing any key decisions, issues, and action items
Phase 1 - Project Team Development and Kick-off	
2	**Project Initiation and Project Team Development** - Develop and finalize the makeup of the Project Team,-documenting required roles and responsibilities as well as ensuring representation from all key stakeholder groups. Follow "Enterprise Application Support and Management Best Practices." This will include the following steps:
	Development of a Project Charter
	Establish a project management office (PMO), per Project Management Institute (PMI) best practices
	Develop Module/Functional Area Teams based on *Enterprise Application Management and Support* best practices. These Teams will also be utilized during the actual software implementation and should include cross-function stakeholders/users from multiple divisions and departments, as appropriate
	Assist with educating Project Team and Module Team members on defined roles and responsibilities, facilitated through the completion of forms and gathering of information for use in workshops, including background concepts, instructions, and finalization
	Conduct a formal Kick-Off Meeting to officially start the project and provide an overview of the project to the Project Team, Module Team members, and other engagement participants.

Phase 2 - Assessment and Process Reviews	
3	**Needs Assessment Questionnaires/Information Requests** - Develop tailored assessment questionnaires and information requests related to existing and future information systems that need to be used during the discovery process. Questionnaire results will be utilized to guide the business process reviews by module/function, including automating manual processes, streamlining others, improving integrations, and identifying unmet reporting needs.
4	**Business Process Review and Requirements Workshops** - Meet with Module/Functional Area Teams to review existing manual and automated systems and operations, including any custom-developed workaround systems or processes. Change management and best practices for vendor selection and implementation preparation should be addressed throughout all workshops. Workshops should also identify deficiencies in current processes and establish expectations for improved design and efficiencies in a modern software solution. Also, include documentation of all other system integration and data conversion requirements.
5	**Software Functionality Requirements Documentation** - Review information gathered during the process reviews and develop system requirements (software feature/function requirements) specific to the City's needs.
6	**System Functionality Requirements and Documentation Revisions** - Incorporate and revise the process review and requirements specification documents by incorporating reviews and feedback from the various Module/Functional Area Teams.
7	**IT Information Meetings and Interviews** - Conduct information-gathering activities focused on the ability of the existing IT staff and infrastructure to support the needs of the new system and review the readiness to implement and support the platform that will be required for the new software system, including:
	IT Network and Infrastructure
	Storage and Backups
	Servers, Server Applications, and Management
	Cybersecurity
	Disaster recovery
	Desktop environment
	Document information and summarize the required preparation initiatives, findings, and recommendations
	Prepare a memo assessing gaps and the readiness of IT infrastructure to support the City's general needs and the introduction of the new software system. The memo is to include the following:
	General readiness of IT to support the City's new system needs and support the introduction of a new software system
	IT Initiatives with findings and recommendations, including the following scope:
	IT Environment and Infrastructure
	IT Applications Support Staffing Structure

8	**Assessment and Recommendations Reporting** - Based on the information gathered and analysis performed, prepare an assessment/gap analysis report and presentation documenting current processes, with recommended improvements and future needs, including:
	New System Opportunities and Existing System Challenges
	Findings and Recommendations
	New-Solution Requirements
	Integration Needs
	Conversion Requirements
	Implementation Risk Assessment
	Budget, Resource, and Timeline Considerations
Phase 3 - Develop Request for Proposals (RFP)	
9	**Preliminary Vendor Communication/Research**—Based on the assessment process and new system requirements, Research and prepare a list of pre-screened information system vendors and their contact information. The objective is to identify vendors specializing in government agencies with application modules for future needs already in use in the industry. Vendors do not respond to all RFPs, so pre-communication is helpful to obtain proposals that are in the City's best interest.
10	**Develop Request for Proposals (RFP) Documents** - Prepare Request for Proposal (RFP) or Bid documents. RFPs should include, but will not be limited to the following:
	Project objectives and process
	Evaluation criteria
	Proposal forms and supporting information
	Software feature function compliance
	Vendor software support, reference ability, and reputation
	Reporting capabilities and ease of use
	Modern technology utilization
	Customer base similarities
	Cost (proposals for SaaS/cloud and on-premise options, professional services, third-party integrations, and conversions)
11	**RFP Issuance and Facilitate Vendor Response Activities** - Facilitate pre-proposal vendor response activities, including:
	Manage vendor questions and answers during established proposal response timelines
	Assist with required RFP addenda

Phase 4 - Vendor Proposal Evaluation and Finalist Vendor Selection	
12	**Vendor Proposal Evaluations**—Analyze and evaluate proposal responses. Provide an initial Summary Vendor Comparison Worksheet and Vendor Executive Summary Analysis Memorandum that compares key system evaluation requirements, including feature/function compliance statistics, side-by-side.
13	**Vendor Analysis Workshop to Determine Vendor Finalists (Short List)**—The Project Team and Executive Project Steering Committee should conduct an analysis results workshop that includes reviewing the Vendor Comparison Worksheet and Vendor Executive Summary Analysis to determine a short list of vendors to provide comprehensive software demonstrations.
14	**Develop Demonstration Documents, Agenda, and Coordination** - Develop documents, including an agenda and sample guides for vendor demonstrations. Send these documents to vendor finalists for their preparation. Also, prepare Vendor Demonstration Evaluation Forms for use by all participating City staff during demonstration sessions.
15	**Facilitate Vendor Demonstrations** - Schedule demonstration dates and facilitate initial vendor demonstrations to address applicable requirements. City personnel should evaluate vendor demonstrations using Demonstration Evaluation Forms.
16	**Post Demonstration/Visit/Reference Check Due Diligence and Follow-up** - Conduct/facilitate additional finalist vendor(s) follow-up issues and due diligence. This may include additional demonstrations, Q&A facilitation, reference checking, and site visits. Also, prepare a form to be used by Project Team members to conduct finalist reference checks and/or calls and a Site-Visit Form for City personnel to use during the site visit(s). IT should also review the technical requirements in the selected vendor's proposal and prepare a memo outlining observations and recommendations.
17	**Facilitate Final Vendor Selection**—The Project Manager should meet with the City's Project Team and the Project Executive Steering Committee to discuss and finalize the vendor selection. The Vendor Demonstration Evaluations, combined with additional due diligence analysis, should be used to facilitate finalist selection.
Phase 5 - Implementation Plan Review Contract Negotiations	
18	**Implementation Plan (SOW) Review** - Review and finalize the Statement of Work, Implementation Schedule/Plan, Project Management Office, resource requirements, and timelines.
19	**Contract Review and Negotiation Assistance** - Review vendor contract documents and negotiate terms and special requirements, including legal representation. Consider using a Best and Final Offer (BAFO) approach when finalizing costs.

Application	Feature Number	Feature/ Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Budgeting	2.042	**GENERAL LEDGER AND BUDGET REPORTING** - Provide reporting ability for general ledger and budget reporting on cash and modified accrual basis.			1				
Budgeting	2.043	**YEAR TO DATE BUDGET** - Ability to query or generate a report that includes the following columns: Original Budget, Budget Adjustments, Revised Budget, YTD Expenditures, encumbrances (at PO), Available Budget.			1				
Budgeting	2.044	**BUDGETED VS ACTUAL - VARIANCE/COMPARISON REPORT** - Ability to generate a budget vs. actual variance report by year, G/L account, percentage variance, and amount variance.			1				
Budgeting	2.045	**BUDGET VS. ACTUALS COMPARATIVE REPORT** - Ability to produce budget vs. actual comparative reports, including Over Budget, Zero Budget, and % Expended to Date reports by overall budget, fund, or department.			1				
Budgeting	2.046	**BUDGET TO ACTUAL HISTORY BY ACCOUNT** - Ability to generate a report listing (10) years of budget-to-actuals for an account.	1						if the history is there, yes.
Budgeting	2.047	**AVAILABLE BUDGET BY ACCOUNTS** - Ability to display percentage of available budget for an account or a group of accounts.	1						
Budgeting	2.048	**ADJUSTMENTS/TRANSFERS REPORT** - Ability to print individual budget transfers with account number, account name, current budget, adjustment amount, and revised budget, in columnar format.			1				
Budgeting	2.049	**REPORT GENERATION** - Provide ability to automatically print batch balancing and edit reports upon completion of either initial entry or adjusting of budgets.			1				
Budgeting	2.050	**BUDGET - PRINTING** - Provide ability to print and export information displayed on the screen to Excel.	1						
Budgeting	2.051	**BUDGET - PRINTING** - Ability to save budget reports to PDF file format.	1						
Budgeting	2.052	**MONTHLY BUDGET TO ACTUALS REPORT ON DASHBOARD** - Ability to display monthly budget to actual reports by Department/Division on user dashboards.	1						
Budgeting	2.053	**INTERFACES AND INTEGRATION**							
Budgeting	2.054	**BUDGET IMPORT - EXCEL** - Provide the ability to import detailed project budgets (e.g., engineering, maintenance, etc.) into the Budget module from Microsoft Excel.	1						
Budgeting	2.055	**BUDGET EXPORT - EXCEL** - Provide the ability to export detailed project budgets (e.g., engineering, maintenance, etc.) into Microsoft Excel.	1						
Budgeting	2.056	**INTEGRATION - GENERAL LEDGER** - Ability to automatically post budget amendments to the General Ledger.	1						
Budgeting	2.057	**INTEGRATION - PROJECTS ACCOUNTING** - Ability to establish a budget for projects in the Project Accounting module that will roll with the main operating budget subtotals.	1						
Budgeting	2.058	**INTEGRATION - FIXED ASSETS** - Ability to pull vehicle/asset replacement budgets based on end-of-life date and replacement cost from the Fixed Assets module.	1						
Budgeting	2.059	**INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM** - System must integrate with Electronic Document Management System **(To Be Determined).**	1						

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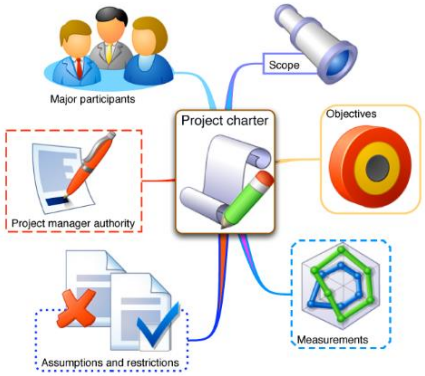
The initiation phase of a project is an important step when formulating the business case and authorization to begin a project. For any typical technology project, this process begins with developing a project charter and assessing the impacted groups (stakeholders). The project charter becomes the roadmap toward success, which begins during the selection process. A common mistake is assuming that project initiation begins when starting the project implementation. The process begins much sooner during the assessment/vendor selection period. It is during this time that a City identifies the specific functional requirements needed and what the overall objectives and goals are for the project.



The purpose of a project charter is to outline the goals/objectives of a project and to identify the budget, deliverables, timeline, and resources needed to meet the stated goals. Specifically, the project charter includes the identification of the following:

- Project definition and stakeholders impacted
- Identification of project sponsors, who in turn give project oversight authority to the project manager
- Preliminary scope and estimated timeline
- Business objectives and success measurement metrics
- Project budget

In addition, the project charter is also the tool utilized to receive executive sponsor buy-in and authorization to proceed with the project as outlined.

Once the City authorizes the project and develops the initial project charter, the City's designated project manager will continue to work with staff to develop the detailed components of the project management plan during the project planning and initiation phase.

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The planning phase of a project plays a critical role in its overall success. During this phase, the team lays out each plan component to account for the time, budget, and scope constraints. Below is a brief description of tasks for each knowledge area.

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The amount of vendor involvement in the system configuration varies. Most vendors train the City to use the tools and complete the configuration. Therefore, it should not be assumed that the vendor will do this work for your City. Allocating resources and time to the project is necessary.

Risk Management Plan

A risk management plan aims to identify potential risks, assess the impact of the risk on the project, and determine potential mitigation strategies to address each identified risk. Risks should be identified early for enterprise system projects to avoid major delays and budget overruns. Some risks have more substantial impacts on a project and require aggressive actions. In contrast, others are low-impact risks that only require monitoring and awareness. The goal of the risk management plan is to be proactive in dealing with potential issues on the project and adjusting accordingly to the overall project management plan.

Cost Management Plan (Budget)

The Cost Management plan builds on the initial scope and resource plans. There is a direct correlation between time, scope, and costs for every project, commonly called the Project Manager's Triple-Constraint Triangle. This theory maintains the presumption that an adjustment to one of these areas will have a positive/negative effect on the other elements within the constraint triangle. For example, extending the project schedule directly impacts the project's cost.

Thoroughly analyzing requirements and project scope during the planning phase avoids significant budget overruns later in the project. It also allows for contingency planning as part of the project risk assessment.

Quality Assurance Plan

A Quality Assurance Plan containing detailed test plans is not just nice but an essential success factor for all project initiatives.

To meet the project's business objectives, a well-conceived quality assurance process needs to be identified and implemented as part of the overall project management plan.

Identifying a test plan takes place during the scoping of deliverables. When a City takes the time to identify and document key functional goals and their impact on business operations, this documentation can become the basis for testing these functional areas. The resources assigned to the project also play a critical role in carrying out these test plans and ensuring that the system is ready for end-user training. These resources must thoroughly understand business operations and new procedures that will change in the future. These project team members must be able to communicate these changes to the rest of the City with a high degree of understanding behind the decisions made.

Communication Plan

The Communications Plan deals with the "people side of change" and is integral to any project's success. An inclusive communications plan informs all participants and stakeholders about the project's status, deliverables, and activities. Methods of communication vary, depending upon the audience and stakeholders involved.

Based on the initial stakeholder assessment completed during the project initiation activities, a mutually agreeable communications plan is developed for each project. The plan will identify the means, frequency, and audience of the various types of communication channels desired for the type of project initiated (e.g., bi-monthly status calls, monthly executive sponsor high-level briefings (project dashboards), detailed action item lists, newsletters, and intranet postings).

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Change Management Plan

Throughout the project's execution phase, changes will most likely be identified to the scope, needed resources, project schedule, and potential costs. All these adjustment types should be managed and addressed through a formal, agreed-upon change control process overseen by the project manager.

The success metrics established during the planning phase will also be used to monitor the project's health and progress. Project plan documents will be updated and maintained throughout the project's life cycle.

Training Plan

End-user training takes place after successful testing. Cheat sheets and other procedural change documents should all be prepared and ready to be distributed during training. It is common to have limited vendor training to train the trainer, which would imply that the department will need to prepare for training the rest of the City's staff on their own. The Resource Plan for the project will need to reflect this. It is important to select trainers who understand the system's setup, ideally are part of the configuration choices made during implementation, can speak well, and are respected by their peers (power users). There is enough time between completing the test plan and proceeding to end-user training so that instructors can prepare the curriculum and materials for this training.

Go Live

If the administering department executes the other phases of the project well, then cutover should be a non-event and go smoothly. Issues will always come up at go live, but they can be greatly minimized by following these best practices.

A cutover plan identifies the vendor and City resources supporting users during the cutover. Training materials should be easily accessible on the City's intranet, and power users should be scheduled to assist with any questions or issues that may come up.

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The final phase is Project Closure. On any given project, there are always lessons to be learned and processes identified that could be improved to benefit future initiatives.

This final project phase is an opportunity to compile lessons learned, conduct a final project analysis against metrics established early on, and archive project documentation and supporting materials for future reference.

By following these project management implementation best practices, your City will be more likely to achieve the results desired and have a successful cutover in a reasonable implementation time frame. In addition, end users will be more successful in adopting significant business practice changes, ultimately improving productivity, transparency, and customer service.

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- **Dashboards** – Many enterprise application software vendors provide dashboards. Dashboards provide a launching point for the platform. They can also display information that is of interest to the specific user's role. For example, the status of expenditures against budget or the number and types of work orders issued versus completed for a particular time are just a few examples of potential data to display. These results are often displayed graphically as context-sensitive content, so clicking on the graphic enables drilling down to the detailed information in the application. Users can pin frequently used reports on the dashboard for quick access and execution.
- **Standard reports** – Most vendors provide prewritten reports with the software application. These are reports that the software vendors have determined are most needed or requested by the application user community. These standard reports usually have additional criteria to select, e.g., applying a date range or specifying a particular value type. Some vendors have written these reports using their report-writing services, such as SSRS, which uses standard reports as a starting point for customization using the vendor's ad hoc reporting tools.
- **Ad hoc reporting** – Ad hoc reporting tools allow for the customization of reports without needing a technical skillset. Many report-writing tools are intuitive enough for non-IT-oriented department staff to create customized reports independently. Familiarity with the application and data contained in the system is a prerequisite to using any ad hoc reporting tool. However, any mid- to high-volume application user who is also computer proficient usually has the system knowledge to use an ad hoc reporting tool. As noted earlier, more sophisticated reports may require the assistance of IT staff. Ad hoc reports are a powerful tool for the user community, allowing them to meet their basic reporting needs independently. Typical ad hoc reporting tools that are available include:
  - Application vendor proprietary tools
  - Vendor-incorporated SQL Server Reporting Services (SSRS)
  - Third-party reporting IT tools (e.g., Crystal, Cognos, and Business Objects)
  - Other non-SQL, server database-specific reporting tools, e.g., Oracle reporting tools
- **Financial reporting** – These reporting tools are a form of ad hoc reporting but include additional capabilities related to financial analysis and financial reporting needs of finance and accounting staff. A few common reporting tools for this need are listed below:
  - A reporting tool developed by the software application vendor for use with their particular application
  - Tools to produce financial reports, like GCAR builders and other tools to produce other GASB-related required reports
  - Third-party financial reporting tools offered to work with the more common financial accounting systems in the local government market space
- **Performance measure reporting** – Some application systems have tools for performance-based analytics and other performance measure-related reporting. These often accompany a dashboard with the characteristics described in the *Dashboard* option above. Many of these tools also provide more sophisticated capabilities for exporting pivot tables and other advanced capabilities in Excel. Some software vendors are beginning to offer these capabilities as an optional "bolt-on" to their application solutions.

- **[illegible]** – These are reports built using internal IT staff and could also include hard-coded reports that a vendor may custom-build for the customer. Exploring standard and ad hoc reporting options before turning to this option is recommended. Use coded reporting when the business need is so sophisticated or complex that a coding method is the only way to accomplish the desired outcome. Examples of this type of report include:
  - SQL Queries.
  - Other coded/programmed reports.
- **[illegible]** – Because of the vendors' detailed knowledge of their systems, they are often a good resource for hiring to write custom reports. It is often best to have several reports grouped, which will help keep costs more manageable as vendors will provide discounts for larger blocks of hours for these reporting services. It is also a good idea to request that the vendor build these reports using their report-writing tool, if possible, so responsibility for maintaining them can be assumed in the future, as needed, or used as a base to build variant (modified) reports.

- Maintaining a report inventory provides a means for documenting the responsible party(s) and roles of those responsible for reports (user, IT, or vendor). This is in line with IT Application Management Best Practices. Identifying those responsible for report creation and development and maintaining the inventory list is important. We recommend that department staff members become engaged in producing reports. This should not solely be an IT function. Department operational staff are most familiar with their business processes and data. We recommend that department staff receive report writing training and gain the ability to develop reports within their functional area.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

- Identifying the responsible party is a necessary part of the report inventory process. Each core application will have staff identified who perform certain roles, e.g., system admin, code table maintenance, and report writer. The table below is an example of a roles and responsibilities matrix. Some cities use this, or something similar, to identify the roles and responsibilities of department staff when implementing and maintaining their applications. Included among these roles is report writing for each functional area. These individuals responsible for generating reports should be identified for each functional area within the City.

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[illegible]. IT Project Planning and Implementation Best Practices

[illegible]

[illegible]ollowing best practices for all significant implementation pro[illegible]ects is recommended. [illegible]he complexity and risk determine the actual level of needed due diligence. [illegible]he following is an outline of [illegible] [illegible]ro[illegible]ect [illegible]lanning and [illegible]mplementation [illegible]est [illegible]ractices[illegible]

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- Reduced unplanned work
- Increased number of successful changes
- Improved operations management
- Secure sharing of infrastructure and asset information
- Increased anticipation and management of technology upgrades
- Reduced recovery times
- Reduced total cost of ownership
- Improved alignment of technology with business requirements and needs

4. Sustainability Planning

Sustainability planning is the process of mapping the acquisition, maintenance, upgrade, improvements, training, and eventual replacement of major application systems over a long-term period (e.g., ten years). Sustainability planning helps in four significant ways:

- Identifies all technology costs and provides a basis for considering cost recovery mechanisms
- Reduces the significant periodic spikes in capital expenditures for large software solutions
- Schedules upgrades and replacements of departmental business application systems in a convenient and timely manner
- Provides for ongoing user training

Sustainability planning includes computer replacement planning to create a holistic view of necessary technology expenditures over the long run. Sustainability planning can be used to develop a minimum annual set-aside.

The growing practice of sustainability planning provides a more practical and realistic way to determine and plan for the ongoing operational needs of all departments.

Because software applications are the primary technology tools of business departments, the City can benefit from the implementation of sustainability planning versus the more limited practice of replacement planning.

Return-on-Investment (ROI) Considerations

A study conducted by Express Metrix for quantifying ROI as it relates to IT and software asset management describes the following ROI benefits of replacement planning within an organization[3]:

- Reduced cost of ownership related to IT assets by determining licenses for which an organization is overspending and reducing Service Desk costs
- Managed technology change by developing software procurement models that map current and future needs with technology migration and upgrade planning
- Minimized security risks by preventing unauthorized use, enforcing desktop standards, and identifying PCs with unlicensed applications

In a study conducted by the Aberdeen Group, the following are the cost savings that occurred after incorporating a sustainability plan[4]:

- System automations reduced paper costs by up to 30%.
- Efficiencies reduced facility costs by up to 20%.
- Waste and disposal costs were reduced by up to 10%.
- Transportation and logistics costs were reduced by up to 10%.

3 Express Metrix.

4 Aberdeen Group, 2009., 2009.

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Engineering

- Expense reimbursements are processed manually
- Personnel Action Requests are handled manually
- Employee performance evaluations are a manual process using [illegible] files
- Need the ability for Project Managers to, at any time, create a report on the status of the current budget for any active CIP Project or account – including a detailed breakdown of encumbrances to date and actual expenses to date. Similar to how you can, at any time, see the current balance of your checking account and a detailed list of all previous transactions.

[illegible]

- The City will eventually need to replace the existing ERP solution, as it has been sunsetted by the vendor.
- In the short term, explore New World's capabilities for CalCard processing.
- Consider developing a system improvement plan and project statement of work (SOW) that captures all of the City's requirements before going to market.
  - We recommend the City conduct the following "Business Process Reviews Best Practices" to identify and inventory all functional gaps and system needs.
    - Conduct a needs assessment and process review for each area.
      - Review applicable manual processes and shadow systems, such as spreadsheets, paper, and other databases, to determine which automation improvements will eliminate or reduce those processes and/or shadow systems and result in labor efficiencies.
    - This process should also include:
      - Inventorying all reporting requirements
      - Identifying all integration/interface requirements with other applications
    - Identify any requirements that the vendor is not capable of providing that can then be dealt with by other means, such as more efficient workarounds, third-party applications, modifications, and changes in organizational processes and procedures,
- Develop a system improvement plan to close these gaps, including vendor-developed end-user training plans.
- Follow the "Applications Implementation Project Management Best Practices" guidelines to increase the probability of implementation success.
- Alternatively, the City could assess the ERP solution's short—and long-term needs as part of the ERP replacement project.
- Follow the guidelines of the "Software Selection Best Practices" initiative to select the best overall, long-term system for the City's needs.
- The best practices approach to implementing new or upgraded enterprise systems should involve end users from multiple departments in the setup and configuration of the system, enabling all necessary business processes to be identified and implemented.
- Given the complexity of implementing a new enterprise system, the City should consider using a third-party subject-matter expert with extensive experience with ERP Systems procurement and implementation in the local government market. Following best practices will reduce risk and ensure a successful outcome.

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- Follow the guidelines in the "Applications Implementation Project Management Best Practices" initiative to increase the probability of implementation success.

- Alternatively, the City could assess the HR solution's short—and long-term needs as part of the ERP replacement project.

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22. Risk Management Software

Description

Risk management software enables agencies to monitor and report on risk-based activities and cases. The insights gained from risk management software can lower agencies' total Cost of Risk by allowing for informed decision-making. Modern Risk Management software can perform the following activities:

- Incident management
- Claims management
- Exposure and asset management
- Insurance renewal data automation
- Risk engineering and property loss control
- Cost allocation and calculation
- Safety management

Current Practices and Issues

- The City does not have a Risk Management solution.
- Both the City Manager's Office and Human Resources manage this process.
- Tyler New World does not have a Risk module.

Future Practices

- The City should consider implementing a new Risk Management system.
- It is recommended that the City conduct comprehensive business process reviews to determine detailed feature/function requirements for a new system.
  - Review applicable manual processes and shadow systems, such as spreadsheets, paper, and other databases, to determine which automation improvements will eliminate or reduce those processes and/or shadow systems and result in labor efficiencies.
  - This process should also include:
    - Inventorying all reporting requirements
    - Identifying all integration/interface requirements with other applications
    - Identifying any data conversion needs
- Follow the guidelines of the "Software Selection Best Practices" initiative to select the best overall, long-term system for the City's needs.
- Follow the guidelines in the "IT Project Planning and Implementation Best Practices" initiative.
- Alternatively, the City could assess short- and long-term needs for a risk management solution as part of the ERP replacement project.

Benefits

- Increased compliance
- Increased risk mitigation
- Reduced exposure
- Time savings
- Cost savings

2. Scholarship Management Software

Overview

Scholarship management software is a type of software that helps organizations manage the entire scholarship lifecycle, from application to award disbursement and post-award tracking. This software can help organizations streamline the application process, automate tasks, and make better decisions about their scholarship programs.

Scholarship management software typically includes the following features:

- **Online application:** Scholarship management software allows students to apply for scholarships online, which can help organizations save time and paper.
- **Application review and selection:** Scholarship management software can help organizations automate the application review and selection process, which can help ensure that scholarships are awarded fairly and efficiently.
- **Award disbursement:** Scholarship management software can help organizations disburse scholarship awards to students electronically, which can help reduce errors and delays.
- **Post-award tracking:** Scholarship management software can help organizations track the progress of scholarship recipients and ensure that they are meeting the requirements of their awards.

Scholarship management software can be used by a variety of organizations, including educational institutions, foundations, and corporations. It can be particularly beneficial for organizations that award a large number of scholarships each year or that have complex scholarship programs.

Vendors in the marketplace include:

- AwardSpring
- Good Grants
- Open Water
- SmarterSelect
- Submittable
- WiseHive

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  - Inventorying all reporting requirements
  - Identifying all integration/interface requirements with other applications
- Identify any requirements that the vendor cannot satisfy but can be dealt with by other means, such as more efficient workarounds, third-party applications, modifications, changes in organizational processes and procedures, etc.

- Develop a system improvement plan to close these gaps. This may include vendor-developed end-user training plans.
- Follow the guidelines in the "Applications Implementation Project Management Best Practices" to increase the probability of implementation success.

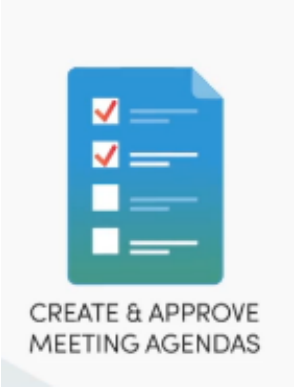
Benefits

- Automated workflow and routing
- Online document retention and archiving
- Improved version and authorization control
- Improved public records access
- Increased information-sharing and collaboration capabilities
- Ability to provide Web posting and public access to customers and the public.
- Improved and more efficient abilities to comply with the increasing volume and complexity of regulations and retention requirements.
- Improved physical abilities and accessibility to security.
- Electronic capture, routing, and approvals of manual paper processes
- Increased productivity through automation of manual processes and time reduction in retrieving and sharing information.
- Reduced costs of printing, paper, storage space, and labor
- Minimized paper waste
- Increased accessibility to information via the Web, including full automation of some types of documents immediately upon creation without additional processing or labor.
- Protection of vital records through storage redundancy
- Ability to digitize often accessed paper documents to reduce the time required to retrieve these documents from physical files.

2. Agenda Management Improvements

Overview

Agenda management systems allow an agency to centralize, automate, and manage the entire agenda creation and management process. These systems allow access to information for all departments and users involved in the process. Modern systems are offered as standalone modules, as modules in a suite of applications from a single vendor, or as part of an Enterprise Content Management System (ECMS).



Agenda Management systems allow staff to submit proposed agenda items online and attach supporting reports or package documentation. Once submitted into the system, the system automatically routes requests for approval through preconfigured workflows. Approvers can receive email notifications with links to items awaiting review. The system administrator or other responsible parties can add items to meetings and then prepare agendas, review and recommend revisions, finalize packets, and publish them. Agenda content is available online throughout the process and is easily accessible to those with a role in the process.

In many instances, agenda and legislative management systems can be integrated with media management systems to stream and record video and audio information, time stamp it, and tie it to the correlating meeting agenda or activity during a meeting. The system can push-publish agendas, minutes, media, and meeting activities to the City's website.

Current Challenges and Issues

- The City uses Agenda Quick or its agenda management processes
- The software is difficult to use.
  - Report writing and document editing are both "clunky" to use.
- Only council meetings are currently part of the Agenda management software. The City would like to expand the use of agenda management software to other departments.

Best Practices

- Follow the guidelines in the "Software Needs Assessment Best Practices" initiative to determine detailed feature/function requirements for a replacement Agenda Management system.
  - Review applicable manual processes and shadow systems, such as spreadsheets, paper, and other databases, to determine which automation improvements will eliminate or reduce those processes and/or shadow systems and result in labor efficiencies.
    - Identify all integration/interface requirements with other applications.
- Follow the guidelines of the "Software Selection Best Practices" initiative to select the best overall, long-term system for the City's needs.
- Follow the guidelines in the "IT Project Planning and Implementation Best Practices" initiative.

- Time savings from manually disseminating and routing documents for review
- Paper cost savings by disseminating and routing electronically
- Easy archival and retrieval
- View agenda items and related materials in real-time
- Public online access to agendas, minutes, legislative history, and potentially audio/video

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2□. Law Enforcement Training and Standards (LETS) Software

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□aw Enforcement □raining and Standards software is designed to improve community trust in police departments by helping agencies to be more efficient, effective, and accountable. □y encouraging consistency and compliance with policies, □E□S software helps public safety professionals perform their □obs more effectively and safely.

□E□S software suites offer a variety of modules□

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- Review applicable manual processes and shadow systems, such as spreadsheets, paper, and other databases, to determine what to eliminate or reduce to create efficiencies.
  - Identifying all integration interface requirements with other applications.

- Follow the guidelines of the "Software Selection Best Practices" initiative to select the best overall, long-term system for the City's needs.
- Follow the guidelines in the "Project Planning and Implementation Best Practices" initiative.

2□. Electronic Ticketing and Citation System

Electronic citation □eCitation□technology represents a continuing transformation in public safety technology. Citation systems offer agencies the ability to issue tickets and citations electronically. □ransitioning from traditional handwritten citations into digital files that can be □uickly populated and accurately issued significantly enhances the effectiveness and safety of law enforcement officers in the field.

Citation management systems provide the following capabilities□

- □—eCitations allow for tracking citations □moving violations or others□from issuance to determination. □he systems provide the ability to set classes and fine structures. □iolation and history, along with people, addresses, and related sub□ects, are also maintained for □uick in□uiry.
- —Many systems provide a parking tickets component that streamlines the administrative ad□udication process for parking and e□uipment violations. □he system can also track late payments and assess late fees.
- —Some systems allow organi□ations to sell, manage, and enforce tags or stickers for parking or other services, which can generate a revenue stream. Some organi□ations have used this capability to issue annual passes for unlimited visits to parks or other facilities or programs.
- —□his includes the ability to issue citations in the field with a small portable printer connected. □endors typically support a variety of handheld devices, including handheld computers, laptops, and tablets. Many also integrate license plate recognition technology.
- – □hese systems support reporting, including a number of standard reports that can be picked from a list and run as needed. □hey also include ad hoc reporting capabilities, so specific reports can be created as needed.
- —Most systems also allow the public to access their citations and tickets and pay any associated fines online using credit cards.

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2□. Land Management System Improvements

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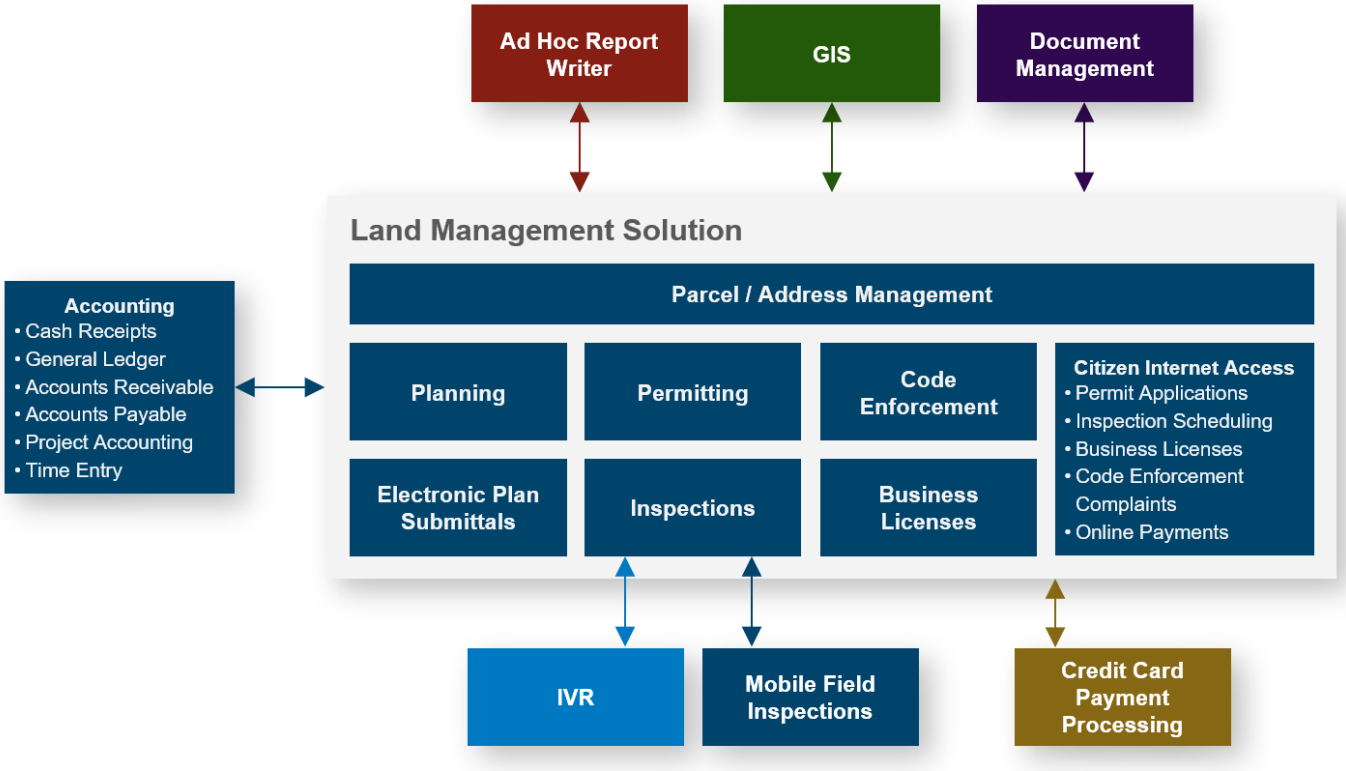
□ □and Management System □□MS□ sometimes called Community □evelopment, is a software suite comprising several applications that manage the creation, issuance, and tracking of development-related activities commonly associated with planning and □oning, permitting, inspections, licensing, code enforcement, and parcel□address management. □n □MS system is a core solution for most cities. Modern □MS systems enable an enterprise-wide integrated communication, storage, and operations system. □ system that is configured and implemented using industry best practices can achieve significant operating efficiencies and return on investment □RO□□for the City.

□he illustration and table in the following pages show typical modules available in land management systems.



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- □R□□i□ is the primary system for land management in the City. □he modules owned are□
  - □eo□R□□
  - □ermit□R□□
  - □ro□ect□R□□
  - Code□R□□
  - □icense□R□□
  - CRM □R□□
  - □EC □R□□
  - □raki□ Mobile
  - e□R□□it □ortal

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Facilities Maintenance

- Staff need access to blueprints, plans, and as-builts while in the field.
- i□ or□ was chosen as the new vendor. □mplementation hasn□t started yet.
- Currently, staff only capture about □□□ of the work orders submitted in the system.
- Staff are unable to input preventative maintenance schedules in the current system.
- Staff want the ability to enter data into the system remotely.

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- □s part of the migration to the cloud□
  - □ e recommend including budget for i□R□□it data to be migrated.
  - □ e recommend including budget to fix the geodata
  - □ e recommend including budget for a financial export
- Consider working with third-party sub□ect-matter experts and CentralS□uare to develop a system improvement plan and project statement of work (SOW) that captures the City's functionality gaps and additional re□uirements. □his plan would ultimately result in obtaining a □uote or contract amendment to implement the solution according to the City's needs fully.
  - Review applicable manual processes and shadow systems, such as spreadsheets, paper, and other databases, to determine automation improvements that will eliminate or reduce those processes and□or shadow systems and result in labor efficiencies.
  - □his process should also include□
    - □nventorying all reporting re□uirements
    - □dentifying all integration□interface re□uirements with other applications
  - □dentify any re□uirements the vendor cannot provide that can be handled by other means, such as more efficient workarounds, third-party applications, modifications, and changes in organi□ational processes and procedures.
  - NO□E□□and Management System □□MS□implementations on an organi□ation-wide basis are complex undertakings and, on an organi□ation-wide basis, are commonly under-scoped and underfunded, leaving organi□ations with limited utili□ation and intended benefits.
- Follow the guidelines in the "Software Needs Assessment" and "Business Process Reviews" □est □ractices initiatives.
- □ollow the guidelines in the □Enterprise □pplications □mplementation □ro□ect Management □est □ractices□initiative to increase the probability of implementation success.
- □iven the complexity of implementing a new enterprise system, following best practices will reduce risk and ensure a successful outcome.

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Engineering

- Microsoft Office was deployed to all staff without training
- Training is required on how to use SharePoint and OneDrive most effectively. Staff have been able to share files within a working group however, we have not yet figured out how to access the shared file link without going back to the original email, which we have found to be most inefficient
- Need training on how to use Teams more most effectively. What we currently know has all been self-taught. I'm sure we are currently using only a fraction of its full potential
- For OneNote – Most staff aren't aware that the app is currently available. For those that do use it, what we currently know has all been self-taught. I'm sure we are currently using only a fraction of its full potential
- There are two versions of OneNote installed on workstations – OneNote which believe is with the MS Office suite and OneNote for Windows which believe was installed with the Windows OS. It would help to have clarify which one we should be using

Finance

- Just started working with O. Focus has been on SharePoint and OneDrive
- During pandemic, O was deployed with no training
- Version control is problematic
- Lack of training is a problem

Recommendations

- Inventory desktop applications and work to standardize versions.
- Consider working with a third-party subject-matter expert to develop a Microsoft Office Improvement Plan and project statement of work (SOW) that captures all the City's requirements.
- The assessment phase of this project should begin by educating users on the overall capabilities of Microsoft Office s major apps and functionalities.
- It is recommended that the City follow the "Business Process Reviews Best Practices" initiative to identify and inventory all functional gaps and system needs.
  - Develop a System Improvement Plan, including end-user training plans.
- Follow the guidelines in the "Applications Implementation Project Management Best Practices" initiative to increase the probability of implementation success.
- Convert staff home directories to Office OneDrive
- Move staff-shared directories and external file sharing to SharePoint
- Provide training classes to assist staff in successful adoption of OneDrive and SharePoint.

□□. Digital Signatures

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□igital signatures allow authori□ed persons to sign a document electronically from anywhere using a computer. □lthough commonly used interchangeably, there is a difference between an electronic and a digital signature. □he distinctions are as follows□

- *Electronic signatures* verify the document by capturing the signature image.
- □ *digital signature* goes further by embedding a □ublic-□ey □nfrastructure □□□□in the document, which re□uires signers to have a registered digital certificate that links the signer to their signature.

□he process of identifying signers and originators is the primary distinguishing feature between an electronic signature and a digital signature. Electronic and digital signatures today are e□ually secure, versatile, and convenient. □overnment agencies now recogni□e them as legal signatures □based on recent □E□□ and ES□□N acts□, and many agencies use them to transact business.

Example software vendors include□

- □ocuSign
- □anda□oc
- SignNow

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- □he City uses multiple software solutions for capturing digital signatures□
  - □dobe Sign
  - □ocuSign
  - eSign
  - □enius
  - □oxit
- Each software solution is used for different processes. □or example, □oxit is used for □ersonnel □ction Re□uests, and □ocusign is used for expense reports, contracts, and time sheets.
- □he City would like to consolidate its efforts into a single user-friendly platform.

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Community Development

- New □ orld workflows are used for □urchase Orders and □ccounts □ayable invoices.
- □oxit and □ocuSign should be consolidated.
- □ocuSign is used for payroll reports □□i-weekly timesheet approval, Credit card recon□, contracts, and expense reports. □hese must be downloaded and provided to □inance.
- □oxit is used by HR □□ersonnel action re□uest forms, anything for the HR □irector that is approved by the city director□and □inance □□udget□amendments, reimbursements□ Staff prefer □ocuSign

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□□. Intranet

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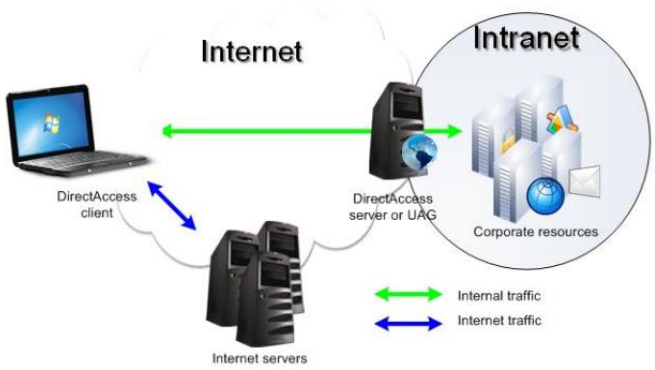
□n intranet has a similar function to an organization's public-facing website, except that it uses the organization's internal computer network to house a website-structured presence to share information privately and securely. □enerally, it is dedicated to internal use by the organi□ation, staff, and management.

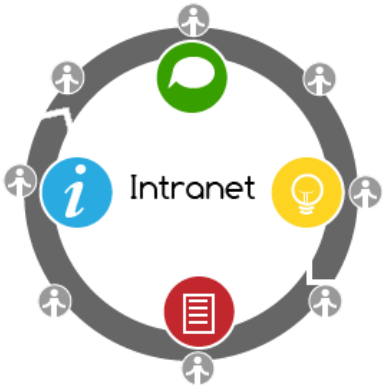
□ntranets or intranet sites provide useful information, such as communicating within the organi□ation and reducing miscommunication by providing consistent informational and instructional content. □hey also reduce the time spent re□uesting and distributing documents between and throughout divisions and the need for maintaining physical documents. □ntranets can be used to□



- □uickly communicate news, changes in policies or benefits, and emergency information
- □romote a common culture
- Offer a dynamic calendar of events, activities, and due dates.
- □mportant news and newsletters
- □llow easy access to policies and procedures, training manuals, or forms
- □rovide contact information for divisions, supervisors, and other staff
- Collaborate on City pro□ects with contractors and vendors
- Contain links to application-supported services □i.e., there may also be a link to Employee Self-Services that are tied to the Human Resource and □ayroll applications, enabling employee capabilities to access electronic check stubs, electronic □ -4 forms for filing changes or other HR services□

Other potential organi□ation-wide intranet uses could include□

- □ncreased City employee communications
- □ricks and tools
- Contact information □internally and externally shared□
- Ma□or pro□ect-related information
- □ersonnel forms
- □enefits information
- □olicies and procedures
- □dministrative forms
- □raining libraries



□gencies that are most successful with intranets configure staff personal computers to have the organization's intranet site as the homepage that launches whenever a browser is opened.

[illegible]

- [illegible] citywide intranet is being implemented.
- [illegible]cero is being used as the frontend with a Share[illegible]oint backend.
- [illegible] training hub is being implemented as part of the intranet effort.

[illegible]

- Conduct a citywide needs assessment for internal division communications that could be posted or stored on the intranet, such as fre[illegible]uently asked [illegible]uestions and fre[illegible]uently requested information, so that employees can utilize the intranet's self-service capabilities.
- Make the intranet the default [illegible]nternet browser home page for all City staff.
- [illegible]se the intranet site to reduce other mass employee communications, such as email, flyers, and bulletin-board posters [illegible]as applicable[illegible].
- [illegible]rovide training for employees to access self-service capabilities as users. [illegible]n addition, provide training for staff in posting content and provide self-service information.
- [illegible]tili[illegible]e best practices and make the intranet a component of the [illegible]echnology Steering Committee[illegible]s responsibilities to ensure that the site is maintained regularly and remains relevant and up to date for the City's employee community (see "[illegible]echnology [illegible]overnance" initiative[illegible].

[illegible]

- Reduced miscommunication [illegible]single communication source[illegible]
- Electronic [illegible]ocuments [illegible]decreased need for physical documents, such as procedure manuals or paycheck inserts[illegible]
- Electronic [illegible]orms [illegible]decreased need for physical employee forms[illegible]
- [illegible]ncreased employee productivity and collaboration
- Remote access to information when outside the office

Smart □echnologies is the concept of using new technologies in combination with creativity, information sharing, and the collaborative process to better serve and interact with the public.

□□. □ ebsite
□□. Re□uest Management Software
4□. □ublic Records Re□uest
4□. □iosks
42. □ □S □ssessment and Master □lan
4□. Mass Outbound Communications System
44. Social Media □olicy and Strategy
4□. □rtificial □ntelligence
4□. Smart Cities □echnology Strategies
4□. □roadband Master □lan

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  - Identifying all integration interface requirements

- Follow the guidelines of the “Software Selection Best Practices” initiative to select the best overall system for the City’s needs. That system may consist of a single vendor’s application modules or a combination of vendors so long as automated integrations between the applications can be established.
- Follow the guidelines in the “Applications Implementation Project Management Best Practices” initiative.

Benefits

- Increased customer satisfaction
- Centrally managed information
- Less time manually managing and monitoring
- Increased use of features
- Improved access to information
- Improved reporting and performance tracking

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4[illegible]. Kiosks

[illegible]

[illegible]iosks are public-access computing devices placed in convenient places for citi[illegible]ens to access information and conduct transactions without having to call City staff members or wait in line at the office counter. [illegible]his also provides a method for citi[illegible]ens without home computers to take advantage of electronic public portal business services available from the City. [illegible]otential uses include[illegible]

- [illegible]ccessing various types of program information [illegible]perhaps from the City website[illegible]
- [illegible]ccessing other community-oriented information or services
- Completing online forms or filings
- Completing various types of registrations or applications
- Making online payments

[illegible] [illegible]

- [illegible]he City is not currently using kiosks for citi[illegible]ens to use for certain self-service functions.
- Staff desire[illegible]
  - [illegible] lobby kiosk for the public to sign in
  - [illegible]ublic self-serve kiosks for class registration and water park ticket admissions. [illegible]deally, two to three in the lobby and one by the basketball court.
- [illegible]he City has the potential to utili[illegible]e this technology for other business functions. Examples could include[illegible]
  - [illegible]ccessing various types of program information [illegible]perhaps from the City websites[illegible]
  - Making online payments
  - [illegible]acilitating [illegible]ob applications and allowing for the completion of related forms online
  - [illegible]ayment for City services without needing the assistance of staff

[illegible] [illegible]

- Conduct a needs assessment to understand stakeholder needs and desired functionality.
- Consider using re-purposed desktop computers before spending additional funds on kiosks.
- Consider placement and use of kiosks for self-service at field locations or ancillary facilities.

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4. Smart Cities Technology Strategies

Background

The concept of a smart city has been evolving over the last few years to encompass a collection of applications that typically are external to City facilities but within the boundaries of the jurisdiction. These applications rely on high-speed connectivity and many external devices or sensors to gather significant amounts of data for analysis. Automated analysis of large amounts of data makes these applications "smart". The key components of a smart city are included below:

Components	Aspect of City Life
Smart Economy	Industry
Smart People	Education
Smart Governance	E-Government
Smart Mobility	Logistics & Infrastructure
Smart Environment	Sustainability
Smart Living	Security & Quality

Smart city initiatives generally include technologies and networks that are external to City facilities. This externality, by necessity, expands City infrastructure throughout the City.

The International Data Corporations Maturity Model can be used better to understand the City's smart city adoption level to aid the self-assessment process. The table below provides a high-level overview of the Maturity Model.

	Level 1: Ad Hoc	Level 2: Opportunistic	Level 3: Purposeful and Repeatable	Level 4: Operationalized	Level 5: Optimized
City Management Status	Siloed	System Collaboration	System Integration	Managed System	Sustainable and Open' System of Systems'
Smart City Status *Digital Technologies as an Enable	Operation-focused digital and data-driven Service Improvement	Holistic system thinking and emergent sharing of data	Strategy-led and outcome-driven. Enabled by system-wide technology investment	Technology and data-enabled dynamic sense and response systems	Continuously adaptive citywide 'smart' deployment
Effect on Outcomes	Capturing evidence and building a business case	Cross-boundary partnerships emerging to focus on shared outcomes	Shared accountability for outcomes and joint system-wide investment program	Improved prediction, prevention, and real-time response delivers improved outcomes	Citywide open system of systems' approach drives innovation that enhances City competitiveness

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□□. Cybersecurity – General

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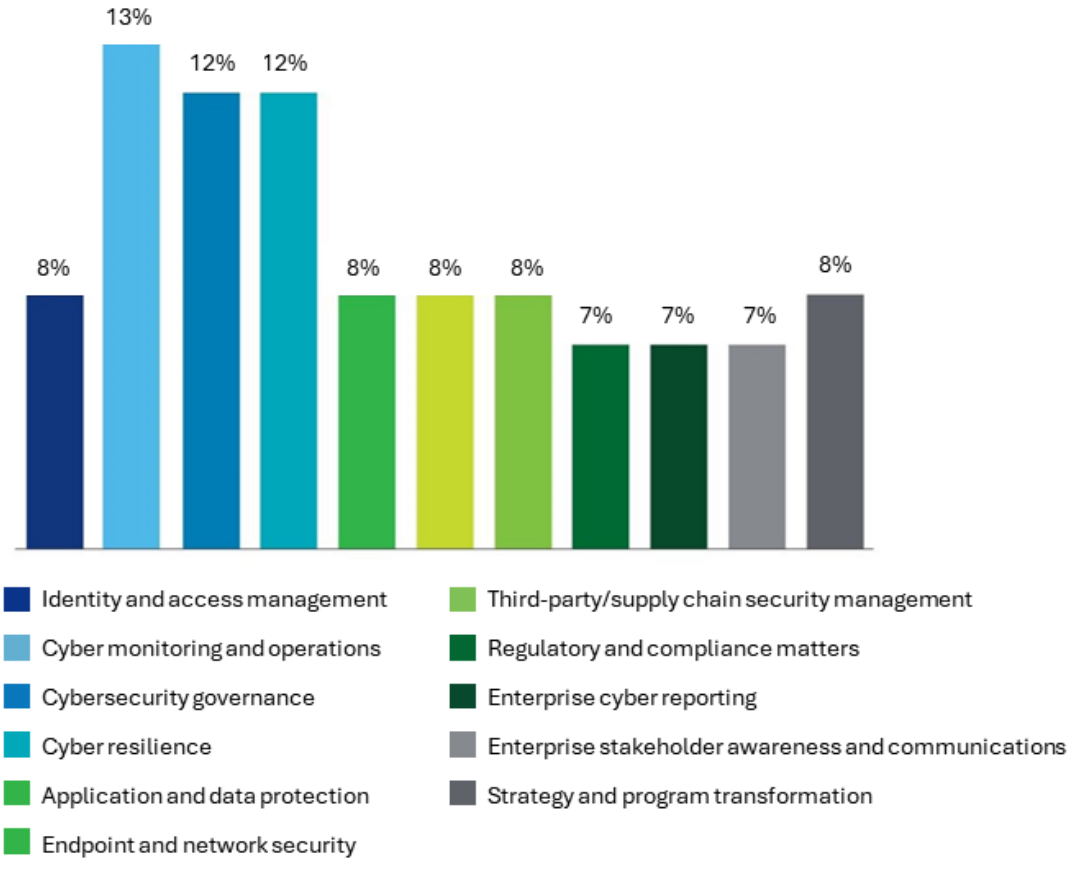
□he number and sophistication of cybersecurity incidents continue to increase. Risks related to cybersecurity attacks have become more significant recently. □t is forecasted that in 2□2□, a new organi□ation will fall victim to ransomware every □□ seconds. Costs of breaches have escalated and include loss of reputation, reduction in the ability to serve residents, costs associated with notifying those affected by the breach, reduced staff productivity, and financial loss.

□ocal government agencies are all struggling to improve cybersecurity preparedness and expand cybersecurity defense. One of our clients has deployed over fifty □□□□different cybersecurity programs and tools to reduce the risk of breach and, should a breach occur, limit the damage.

□or the last two years, Client□irst has been recommending significant increases in cybersecurity spending as a part of □□ planning engagements. □he increased complexity of cybersecurity defense has caused us to advocate for a cyber-security focal point to manage agency efforts. Since □□□ of cyber-attacks rely on social engineering, cybersecurity defense begins with programs to reduce the risk of staff failure to recogni□e a cybersecurity risk.

□ccording to the 2□□□ □eloitte Cybersecurity Survey, cybersecurity managers split their time between eleven different functional areas, as outlined below□



Source: The Future of Cyber Development, Deloitte Development LLC

Many of the above cybersecurity functional areas can be easily outsourced. Others are specific to the City and re□uire continuous visible advocacy to be successful. □s an example, compared

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IT staffing can be one of the most important areas of business management, especially in view of the impact [illegible] decisions can have on the organi[illegible]ation[illegible]s productivity, budget, morale, and overall success.

72. IT Staff Training
73. IT Staffing
74. GIS Staffing
75. Enterprise Applications Support
76. Staff Security Awareness Training

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[illegible]

- Consider adding business systems analysts to the [illegible] staff.
  - Over the long term, this position can increase [illegible]s ability to assist departments in improving application utili[illegible]ation and efficiency and improving business processes.
- [illegible]evelop a [illegible]igital [illegible]nnovation function that can assist with the following[illegible]
  - [illegible]ssist department sub[illegible]ect-matter experts [illegible]SMEs[illegible]in the resolution of enterprise application software-related issues.
  - [illegible] ork closely with department managers, division leads, and application users to document and[illegible]or design[illegible]redesign effective business processes and associated business applications, including pro[illegible]ects that re[illegible]uire effective implementation or reimplementation.
  - Make recommendations on improvements to business processes and applications, with the goal of delivering enhanced service and outcomes [illegible]e.g., faster permit processing times, automating current manual or inefficient processes, etc.[illegible]
  - [illegible]rovide pro[illegible]ect coordination and oversight of multiple applications system pro[illegible]ects.
  - [illegible]ssist with research of applications software products and services, and coordinate feasibility studies for applications, software, and system products under consideration for purchase and provide findings.
  - [illegible]evelop and deploy standards, methodologies, and best practices for application deployment, business process improvement, application interfaces, and report writing.
  - [illegible]ocument procedures, application interfaces, service-level agreements, and other methodologies related to application systems.
  - Collaborate in the testing of applications and communicate with network and server administrators, vendors, and software developers to ensure [illegible]uality assurance and fulfillment of contractual obligations.
  - Compile and maintain an inventory of all applications software and system assets and their corresponding contracts and agreements, documenting system configurations and change management.
  - Coordinate training, including oversight of training materials, user procedures, and training curriculum[illegible]facilitate training sessions as necessary. [illegible]evelop and maintain user documentation, implementation, and maintenance plans.
  - Oversee the maintenance, support, and upgrade of existing software applications and systems[illegible]coordinate and communicate upgrades, enhancements, and changes with vendors and internal customers.
  - [illegible]articipate in integration, initiali[illegible]ation, and interfacing between multiple systems, either through in-house or outsourced development, when re[illegible]uired.

[illegible] [illegible]

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CLIENTFIRST
TECHNOLOGY CONSULTING

City of Newark

Presented by

Partner, Management Consulting and Applications

Partner, Infrastructure and Operations

Presenters

□ □□□□□ □□□□□□ □□ *(inactive),*
Managing Partner

- 2□ years □pplications □rocurement Experience
- □ orked with over □□□□□□□□□□□□ □process review w□thousands of dept. users□

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Partner

- 4□□ years □□ □nfrastructure □ Operations Consulting
- Oversees more □□□ □□ departments for other agencies
- □□ □nfrastructure, □irtual C□O and □□ Strategy □dvisory

Agenda

- Introductions
- Technology Plan Objective
- Planning Methodology
- Assessment
- Strategies, Goals and Objectives
- Project Budgets
- Questions

Introductions

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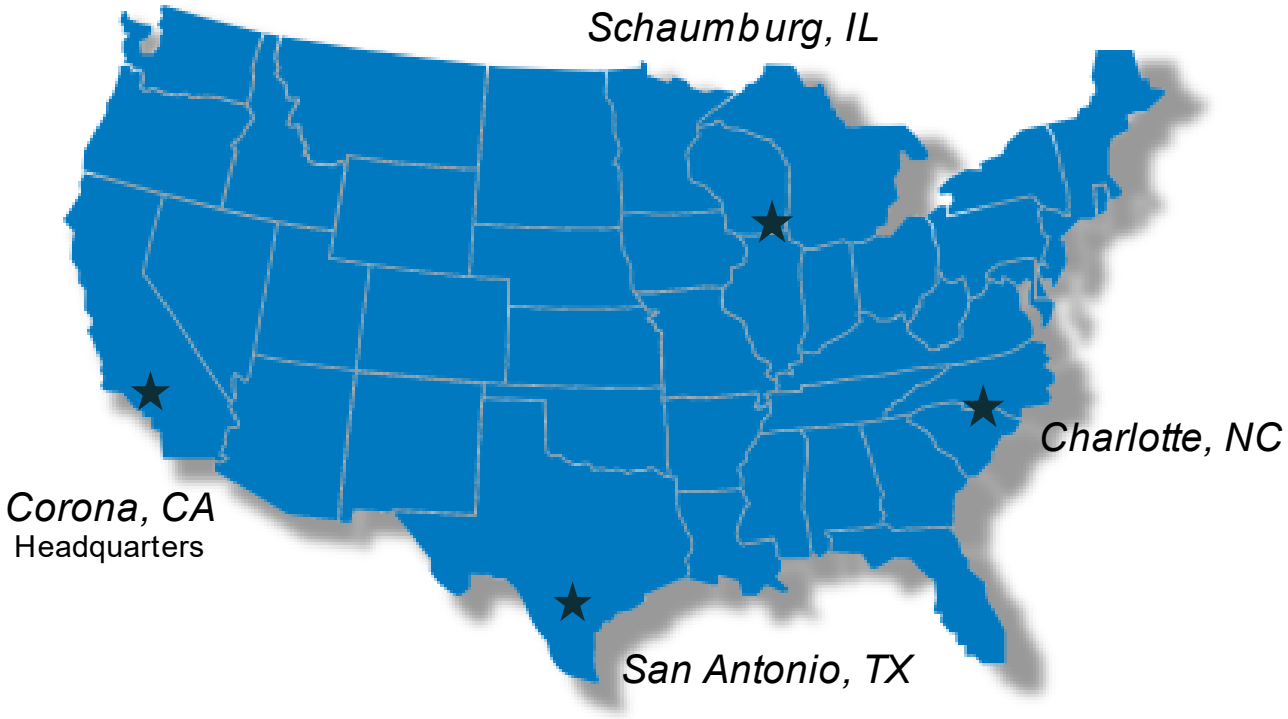
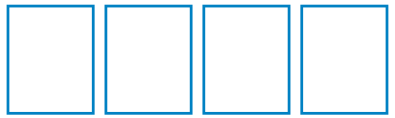
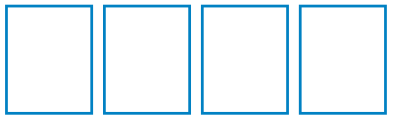
National in Scope – Local in Presence



□ orking with local government agencies throughout the □S□

National in Scope – Local in Presence



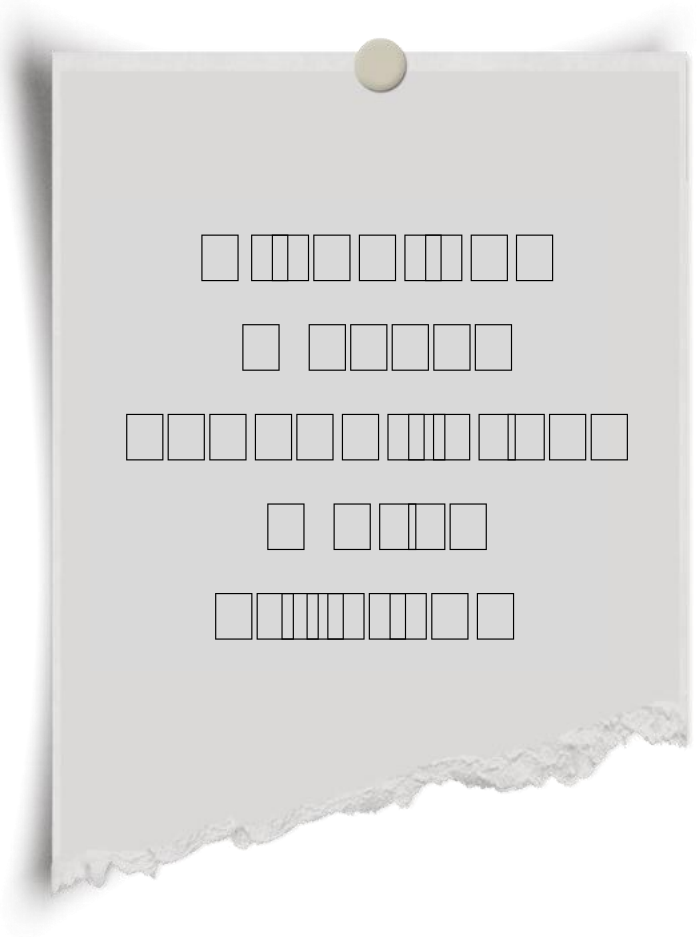


California Agencies Served

Technology Strategic Plan Objective

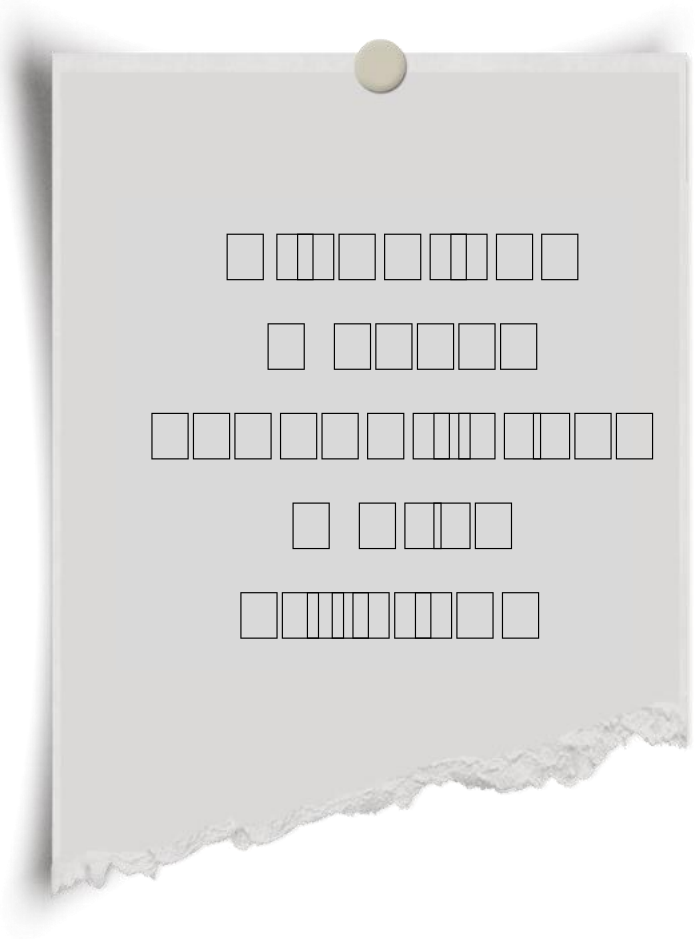
□ctionable Roadmap for □mprovement

Technology Master Plan Purpose



- □lign technology with the City's strategies and goals
- Consider □S Strategic □ramework, presented Nov. 2□2□

Technology Master Plan Purpose



- Identify and budget project initiatives
  - Improve constituent services
  - Increase department operational efficiency
  - Reduce risk and improve cybersecurity
- Provide actionable multi-year roadmap
  - Includes priorities, budget estimates, and timelines

Methodology

□he □rocess and □pproach to □eveloping the □lan

Phased Approach

PROJECT INITIATION AND TECHNOLOGY INVENTORY
- Stakeholder Team Development
- Change Management
- Technology Inventory
- Kick-Off

ASSESSMENT
- Non-IT Department Assessment Workshops
- IT Infrastructure, Operations, and Staffing Review
- Assess Strengths and Weaknesses
- Define Strategies, Goals, and Objectives

RESEARCH AND PROJECT/ INITIATIVE DEVELOPMENT
- Develop Preliminary Initiatives / Projects
- Staffing Recommendations
- Research Alternative Solutions
- Preliminary Budgets and Prioritizations

PLANNING AND PRIORITIZATION WORKSHOPS
- Project Sponsor and IS
- Project Committee
- Executive Management
- Cost-Benefit, ROI Considerations

FINAL REPORT AND PRESENTATIONS
- Develop Final Report
- Leadership and Elected Officials
- Presentations /Workshops

and needs determined first …

get there …

initiatives …

working with the City's Team

Assessment

The Current Environment

Assessment Strengths

- □edicated, hard-working staff
  - Most are new to the City
  - Staff understand the mission and work very well together
- Motivated to improve operations and constituent services
- □□ □nfrastructure □cybersecurity improving
- Move to Microsoft □□□ strategically sound

Assessment Areas for Improvement IT

- Need additional □□ Operations tools
- □ncident response and disaster recovery planning high priority
  - □ncludes cloud-based disaster recovery
- □n □rocess□
  - □elephone system and data network improvements
  - □ublic Safety □ideo and facilities security improvements

Assessment – Business Applications

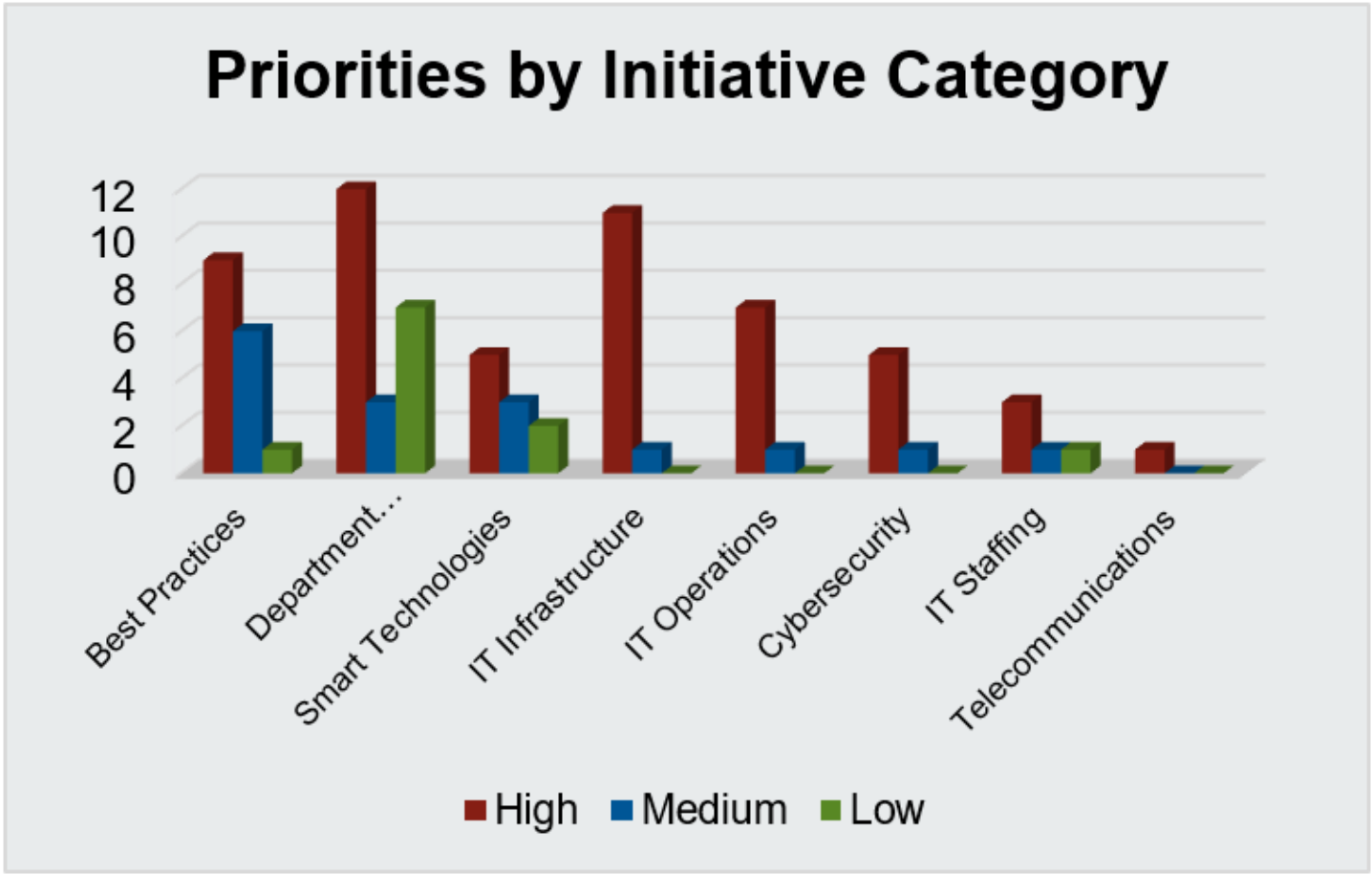
- ERP system “sunsetted” by vendor
  - Should be replaced within years
- ots of demand for departmental system improvements
  - 2 application initiatives in the lan
- mprove reporting and workflow automation
- Reduce shadow systems and manual processes

Assessment – Business Applications

- □otential Ma□or System □mprovements□

- Enterprise Resource □lanning □ER□□ System does not meet staff needs
- Some □imekeeping performed in Excel
- Enterprise □sset Management system should be replaced
- □ocument Management system improvements and training necessary

Assessment – Business Applications

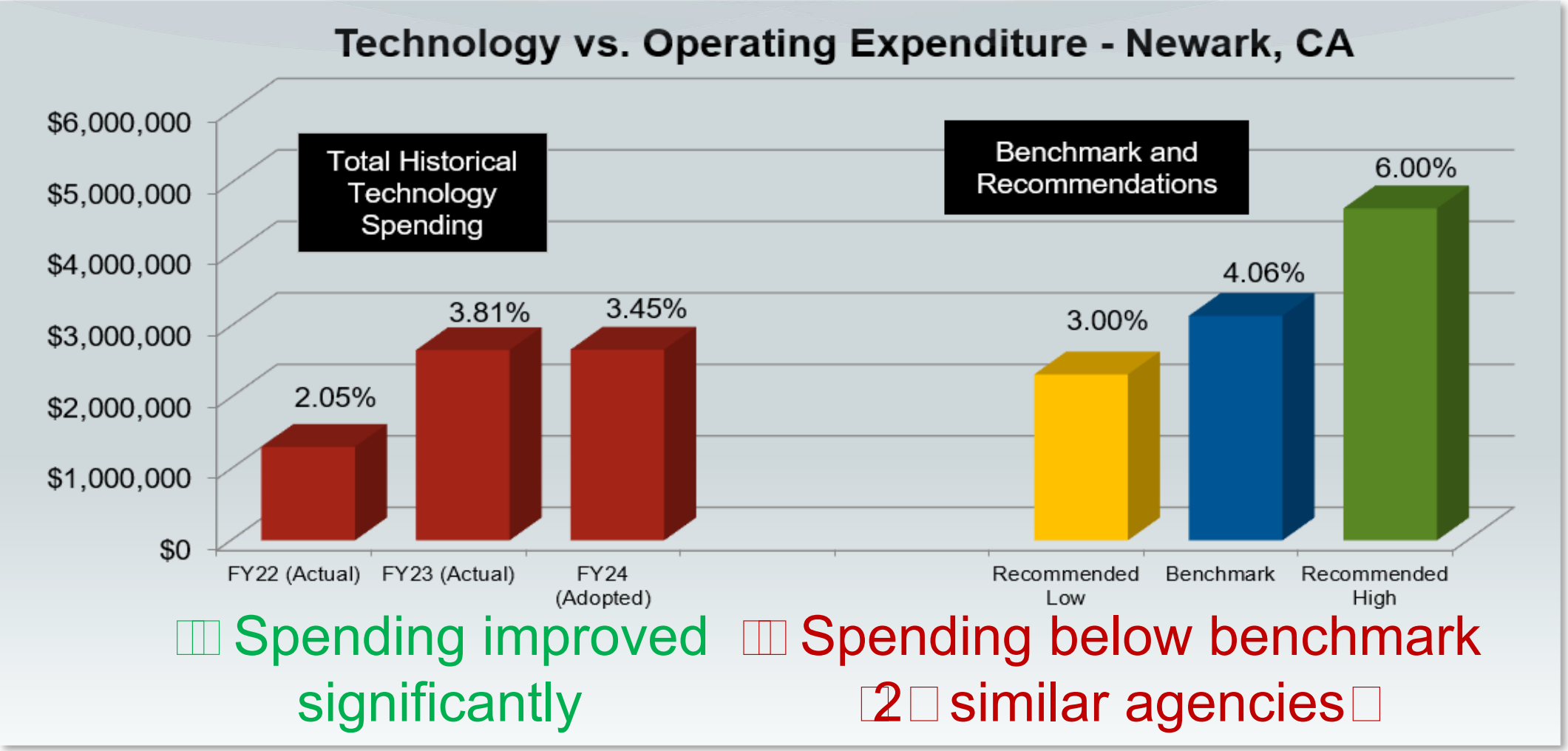


- Many high priorities
- Most system improvements business application related

Assessment – Business Applications

- □ocus on training to streamline operations
- □se software assessments and process reviews to identify system improvements
- □mprove data availability and management to expand reporting capabilities
  - □mprove application utili□ation
  - □ollow best practices for system assessments, procurement and application management

Assessment – IT Spending



- Spending improved significantly
- Spending below benchmark 2 similar agencies

- Infrastructure technology deficit reduced
- Technology deficit remains for departmental applications and operations

Strategies, Goals, and Objectives

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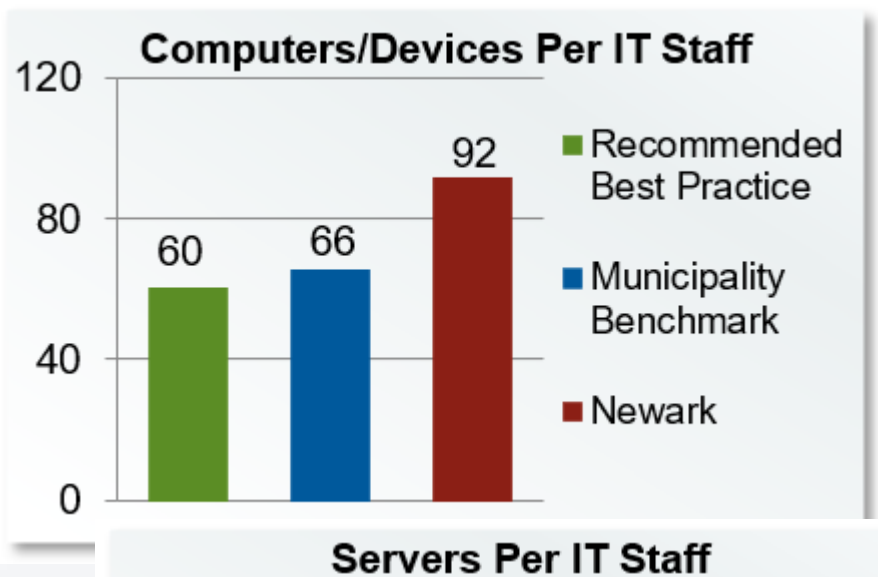
Technology Strategies

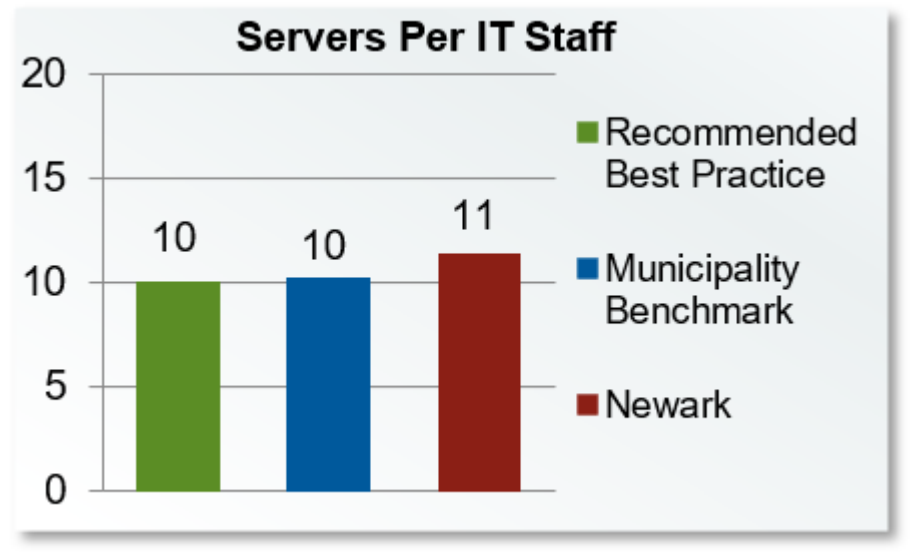
- Expand staff technology training opportunities
  - Expand Microsoft □□□ first, then prioriti□e annual training
- Continue infrastructure □ cybersecurity improvements
- Expand □□ operational toolset
  - Replace Help □esk system
  - □evelop processes for inventory, onboarding□offboarding
- □evelop □ □S capabilities

Department/Application Strategies

- □ain efficiency through improved application utili□ation
  - Continuous improvement through □ssessment, □rocess Review, Software Selection, and □mplementation □est □ractices
- Replace□
  - ER□ system
  - □imekeeping and Scheduling
- Replace Enterprise □sset Management System □□ ork Orders and □sset Management□

IT Staffing Needs



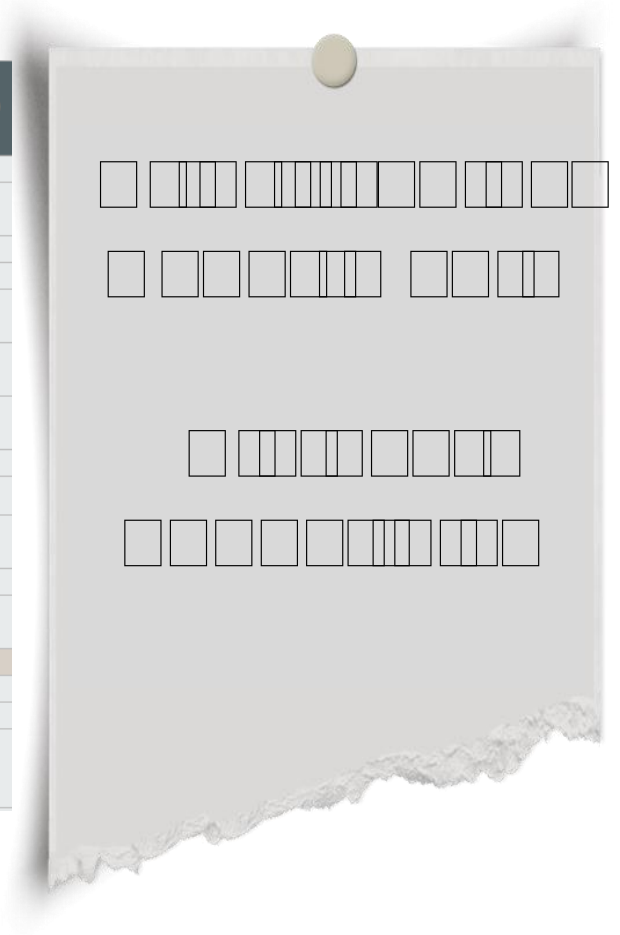


- □arge technology deficit
- Needed □
  - Cybersecurity focal point
  - □ □S capabilities
  - □usiness application analysis skills
- Recommend a cautious approach to staffing
  - □tili□e contract sub□ect matter experts in the near term
  - Consider additional □usiness □nalyst skills at a later date

Budgets

Budget – Technology Master Plan

Initiative	IT Initiative	Comments	Priority	Project Range		Current FYE 2024	Biennial Budget		FYE 2027	FYE 2028	FYE 2029
				Low	High		FYE 2025	FYE 2026			
48	**Computer Equipment Replacement Planning**	Four year rotation. Added contingency	H	$400,000	$400,000		$100,000	$100,000	$100,000	$100,000	$100,000
49	**Computer Room, IT Closets, and Power Distribution Improvements**	UPS for all switches, small cabinets where possible.	H	$25,000	$50,000		$25,000	$25,000			
50	**Council Chambers Audiovisual**	Council chambers upgrades	H	$150,000	$200,000	$175,000					
51	**Conference Room Audiovisual Refresh**	Included with Council Chambers A/V	H	Included Above	Included Above						
52	**Internet Bandwidth**	Redundant internet with satellite for tertiary	H	$100,000	$100,000		$10,500	$21,000	$21,000	$21,000	$21,000
53	**Network Upgrade**	Replace leased end-of-life switches (Est 7)	H	$35,000	$40,000		$212,500			$150,000	
54	**Server Upgrades**	CH & PD server replacement separate years	H	$600,000	$1,000,000		$500,000	$50,000	$50,000	$50,000	$50,000
55	**Structured Connectivity System**	Replace old cabling were applicable	H	$25,000	$25,000		$25,000				
56	**Public Safety Video System**	Procurement for additional video cameras for City facilities	H								
57	**Door Access Control Improvements**	Expect Capital Project in FYE24. Some continued spending expected.	H	$1,500,000	$2,000,000		$2,000,000	$100,000	$100,000	$100,000	$100,000
58	**Wireless Network Improvements (Wi-Fi)**	Complete parks coverage, mostly Silliman.	M	$50,000	$50,000			$50,000			
	Remote Access VPN	Remote access improvements (possible Zscaler implementation)	H	$15,000	$20,000		$55,000	$47,000	$47,000	$50,000	$52,000
IT Operations											
59	**Help Desk Ticketing System**	Connectwise installed.	H			$28,000	$25,000	$25,000	$35,000	$35,000	$35,000
60	**IT Asset Management Automation**	Included with Help Desk	H								
61	**IT Automation Tools (Patch Management)**	Need to consolidate to single solution. Assume LanSweeper or InTune using G5 license - third party assistance for implementation	H	$25,000	$30,000			$25,000			



Budget Notes

□□E2□2□ includes significant technology pro□ects

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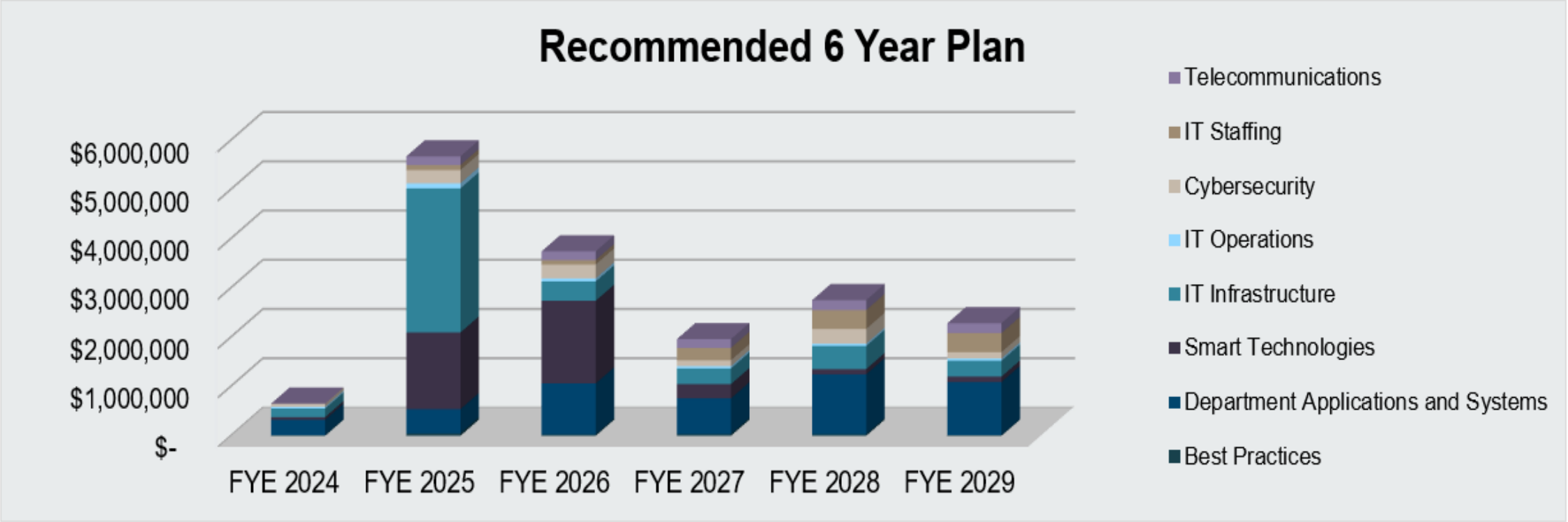
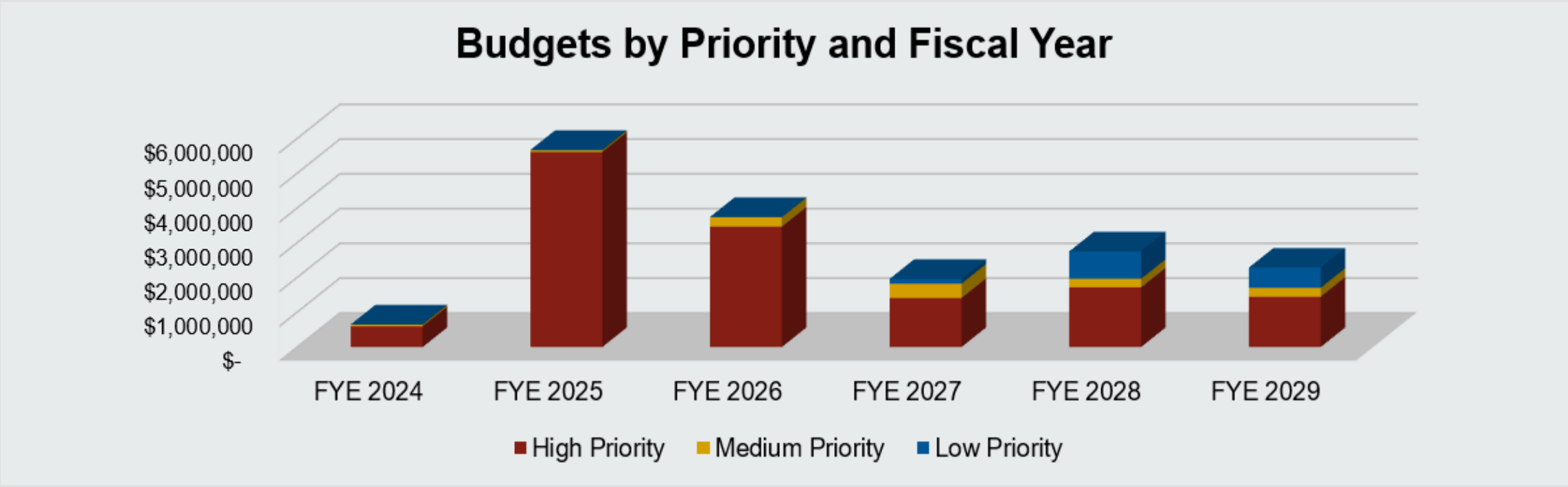
□hysical Safety □mprovements	□2,□□□,□□□	C□□
CH □ □□ Server Replacements	□□□□,□□□	□□ Reserve □und
□otal One □ime Costs	□4,□□□,□□□	

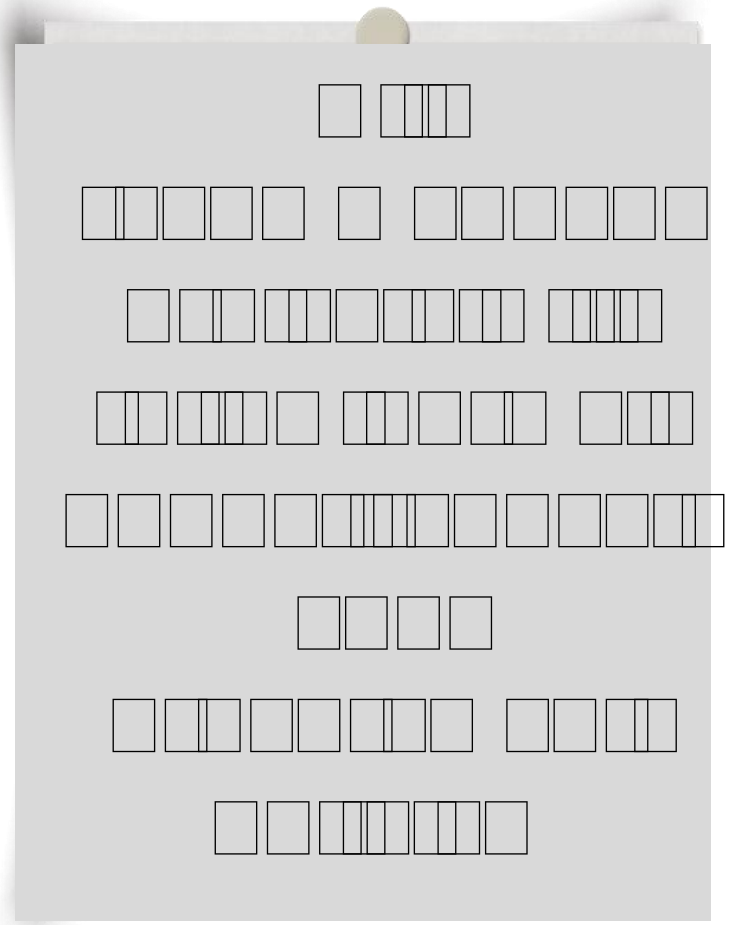
Budget – Strategic Technology Plan



Budget – Strategic Technology Plan



Plan Budget Summary



- Technology infrastructure improvements
  - Continuously increase cybersecurity toolset - reduce risk
  - Improve operations tools
  - Expand disaster recovery capabilities
- Significant enterprise application system improvements desired
- Recommend third-party assistance for major application system improvements

Questions and Answers

Thank you!

That’s a wrap.

CLIENTFIRST
TECHNOLOGY CONSULTING

STAFF REPORT
Item F. 3.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Senior Management Analyst
SUBJECT	Presentation of the 2023 Community Survey Results

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive a presentation on the 2023 Community Survey Results. This item is informational only.

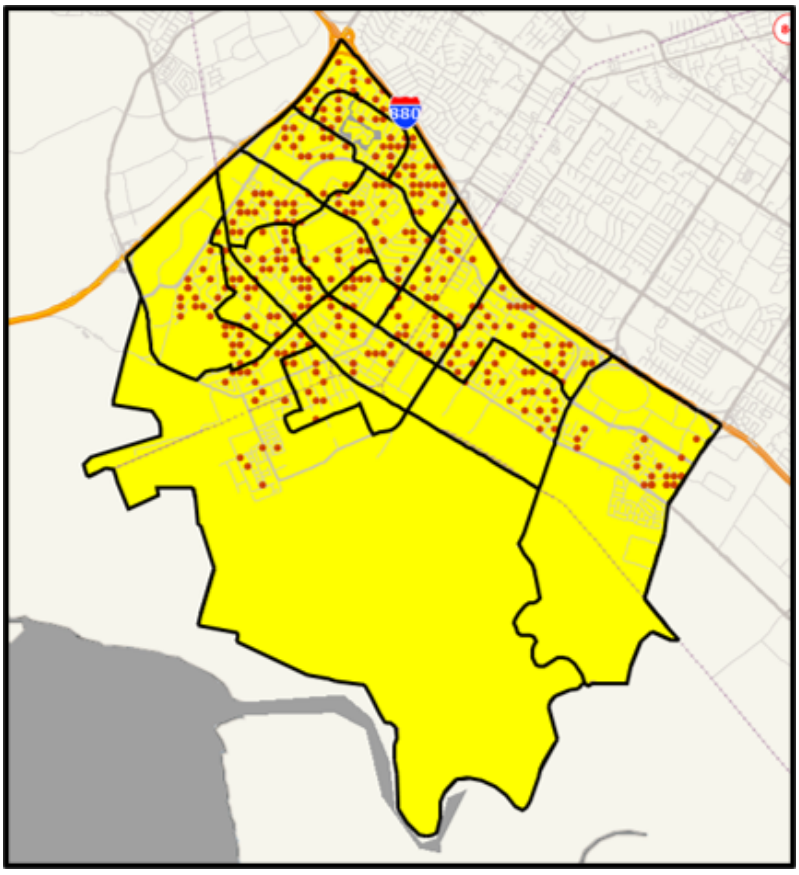
BACKGROUND

In 2021, staff conducted a community survey to gain a general understanding of community satisfaction with City services, safety and quality of life. The survey instrument was informally developed by staff and made publicly available through the City's website in English and Spanish. Survey respondents were anonymous; no demographics were asked or collected. Overall, the 658 survey respondents positively evaluated many aspects of Newark. Because it could not be verified that survey respondents were statistically representative of Newark, staff chose not to use these survey results as a baseline for comparison with future surveys.

To prepare for the 2023 community survey, City staff explored the option of using a third-party consultant to design, conduct and interpret a survey that could be used for City planning, budgeting, prioritization, and performance measurement. The purpose of using a third party was to conduct a statistically valid survey to be used as a baseline for future survey results comparison, ensure the survey sample was representative of the demographics of Newark, and provide results that could be benchmarked with other cities in California and nationwide. In May 2023, staff issued a Request for Proposals (RFP) for Community Survey Consultant Services. The City received four submissions from qualified vendors and staff interviewed all four consultants. Based on the proposals, interviews and reference checks, staff engaged the services of ETC Institute.

Working with staff, ETC Institute developed a survey instrument that was customized to Newark. The survey was mailed to a random sample of 3,000 Newark households, and made available in the five most spoken languages in Newark per the 2020 U.S. Census: English, Spanish, Tagalog, Vietnamese and Chinese. A total of 405 completed surveys were returned, providing an overall response rate of 13.5%. The survey sample was representative of demographic and geographic respondents. The

map below shows the City of Newark in yellow and red dots representing the approximate location of survey respondents.



The chart below reflects the demographics of the 405 survey respondents compared to the 2020 U.S. Census demographic data for Newark.

Demographics		
Race/Ethnicity	Survey Sample	2020 U.S. Census
Asian or Asian Indian	38.3%	41.8%
White or Caucasian	28.9%	25.8%
Hispanic, Spanish, or Latino/a/x	28.6%	30.4%
Black or African American	3.5%	3.3%
Native Hawaiian or other Pacific Islander	2.0%	1.4%
American Indian or Alaska Native	1.0%	0.6%

DISCUSSION/ANALYSIS

Upon completion of ETC's quality control process and analysis, the survey results were tabulated and charted. Overall, the data in the 2023 survey shows survey respondents positively evaluated many aspects of Newark while identifying areas for improvement. Below are some high-level findings from the survey:

- Respondents were asked to rate six aspects of the City of Newark on a scale from “excellent” to “poor”. Over two-thirds of respondents rated the City of Newark as an “excellent” or “good” place to live (77%) and a place where they feel welcome (71%).
- The overall rating of quality of city police services (65%) was rated 19 points above the California average (46%) and 12 points above the national average (53%).
- Respondents were asked to rate their support of nine potential investment areas. Respondents most supported (rating “very supportive” or “somewhat supportive”) maintaining streets and sidewalks (97%), improving traffic flow to reduce traffic congestion (91%), and upgrading city parks, playground equipment, and restrooms (91%).

In addition, ETC Institute conducted an Importance-Satisfaction (I-S) rating. The I-S rating is based on the concept that public agencies will maximize resident satisfaction by emphasizing improvements in those areas where the level of satisfaction may be low, and the perceived importance is relatively high. Based on the results of this analysis, the services that are recommended as the top opportunities for improvement, in order to raise the City’s ratings are:

- Maintenance of city streets, sidewalks, and infrastructure
- Quality of city planning, building, and development services
- Efforts by the City to ensure our community is prepared for emergencies/disasters

The consultant from ETC Institute will present the results of the survey, further explain the I-S rating analysis and answer questions.

Staff will work with City departments to determine how these results can be used to help determine priorities and improve existing programs and services.

FISCAL IMPACT

There is no fiscal impact associated with this presentation.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Senior Management Analyst
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

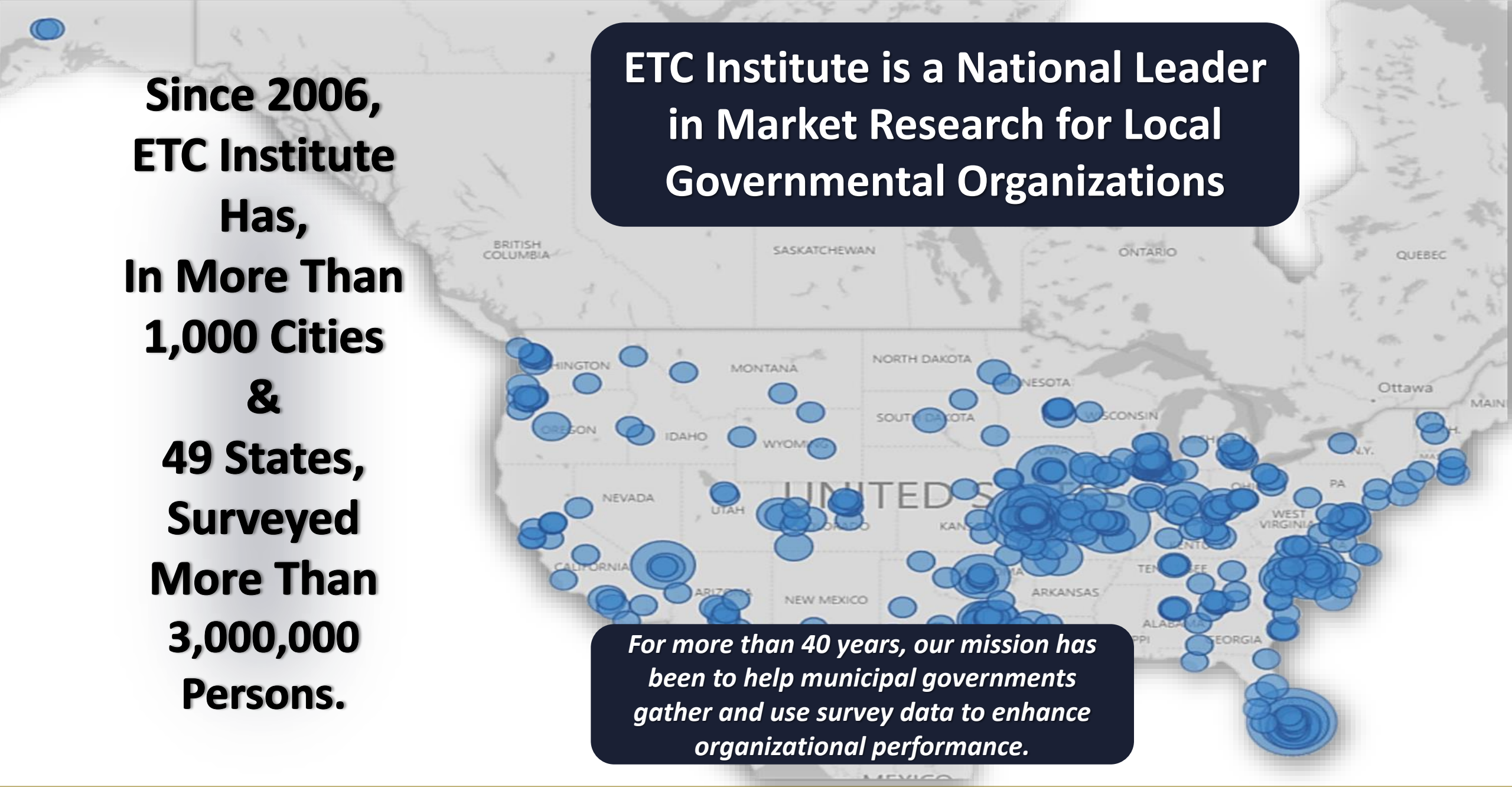
Community Survey Presentation

City of Newark Community Survey

PRESENTED BY ETC INSTITUTE

ETC Institute is a National Leader in Market Research for Local Governmental Organizations

Since 2006, ETC Institute Has, In More Than 1,000 Cities & 49 States, Surveyed More Than 3,000,000 Persons.



For more than 40 years, our mission has been to help municipal governments gather and use survey data to enhance organizational performance.

Purpose

To gather objective feedback on the delivery of services and help determine long-range planning

To compare the City's performance to nationwide and state averages

To help determine priorities for the City and improve existing programs and services using Importance-Satisfaction Analysis.

Methodology

Survey Description

- 1st Community Survey conducted for the City by ETC Institute
- The survey was offered in 5 languages

Method of Administration

- By mail and online to a random sample of households in the City
- Each survey took approximately 12-15 minutes to complete (30 questions)

Methodology

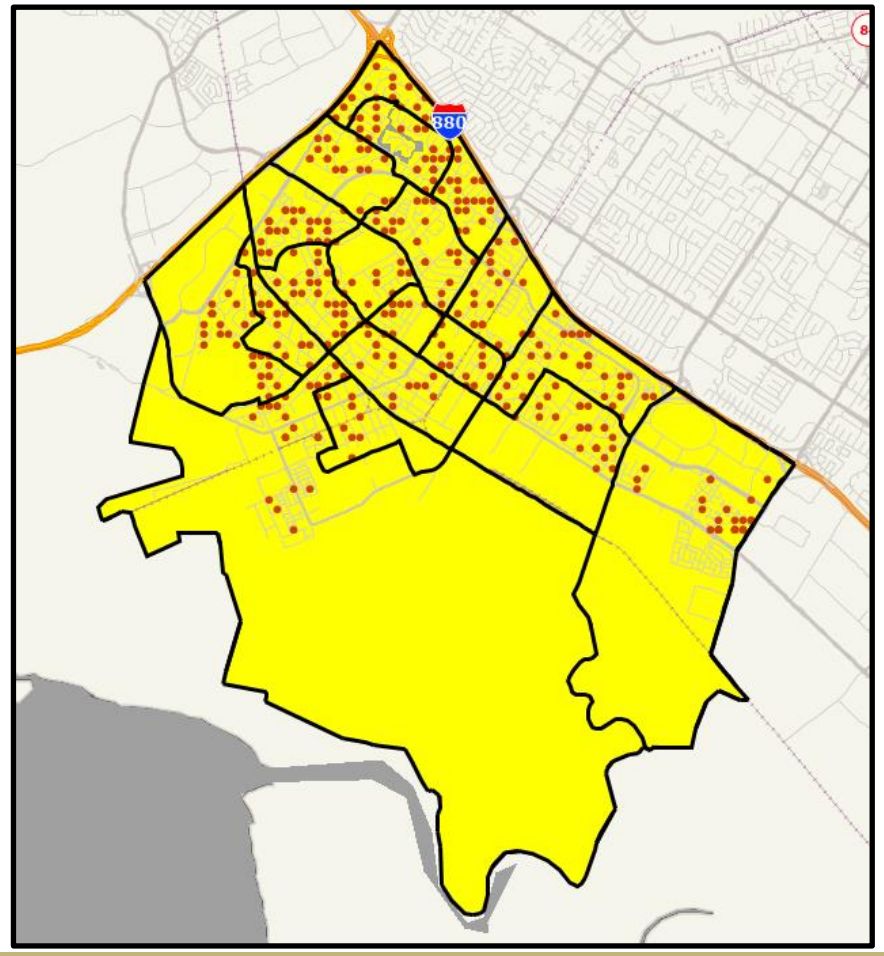
Sample Size

- 405 completed surveys were collected
- Ensured completed surveys reflected the City's census demographics data

Margin of Error

- +/- 4.8% at the 95% level of confidence

Location of Survey Respondents



Good representation of responses throughout the City

Home address of all respondents are geocoded to the block level to ensure anonymity

In addition to geographic representation, ETC Institute also achieved a good demographic representation in the results including ethnicity/race, age, and education level.

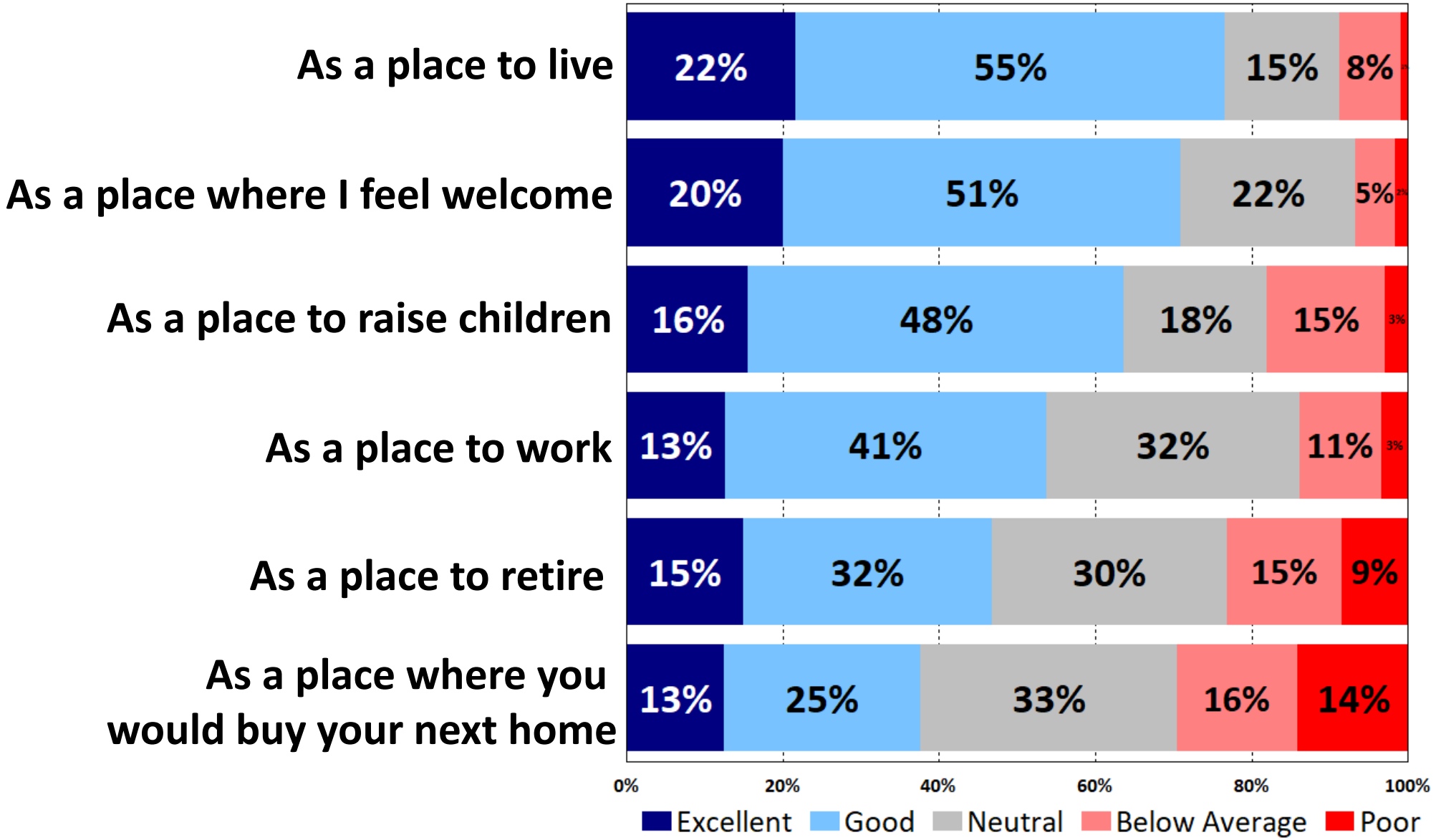
Boundaries are by Census Block Group or are merged as needed

Perceptions

RESIDENTS HAVE A POSITIVE PERCEPTION OF THE CITY

Q1. Overall Ratings of the City of Newark

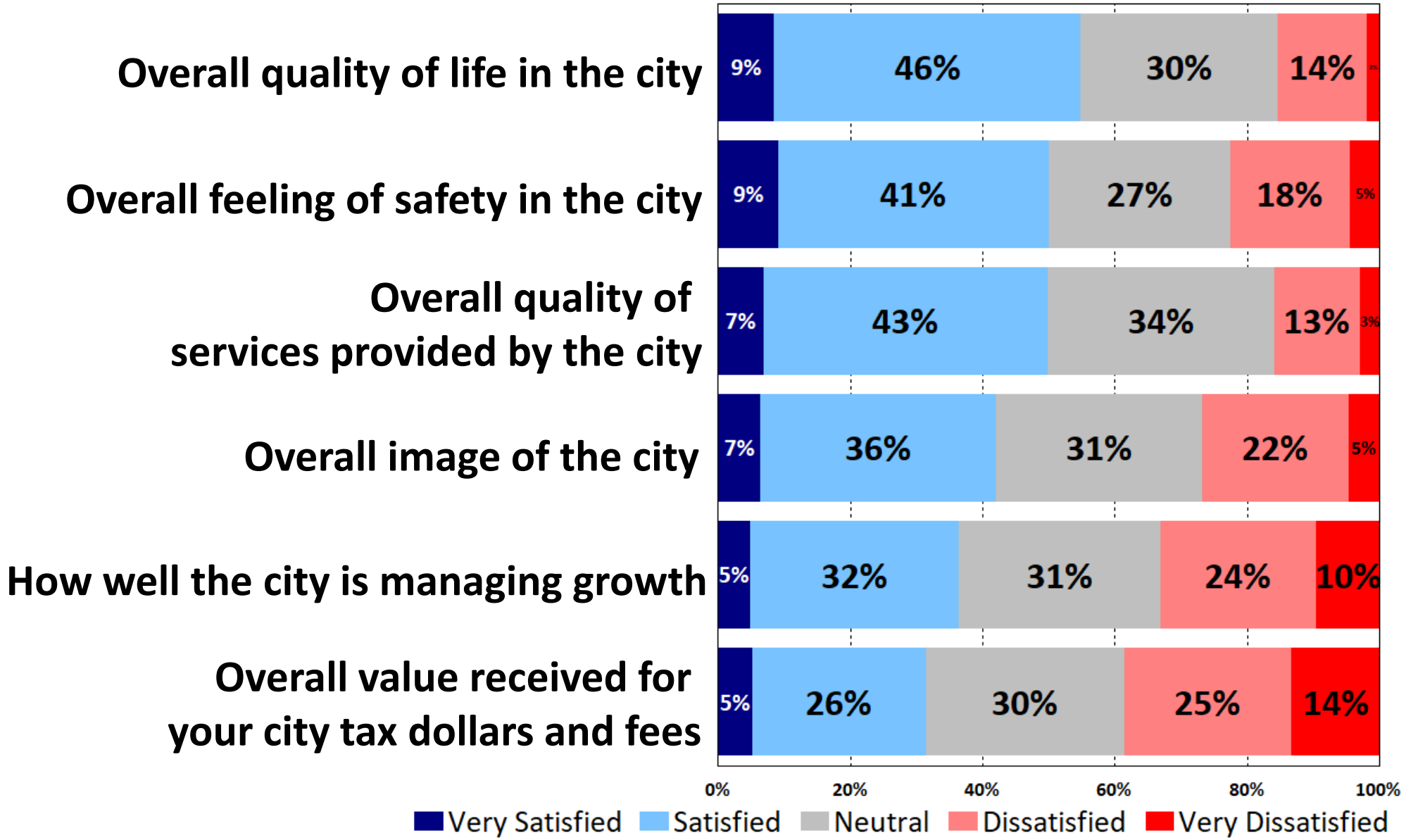
by percentage of respondents (excluding "don't know")



Overall, residents have a positive perception of the city in key areas

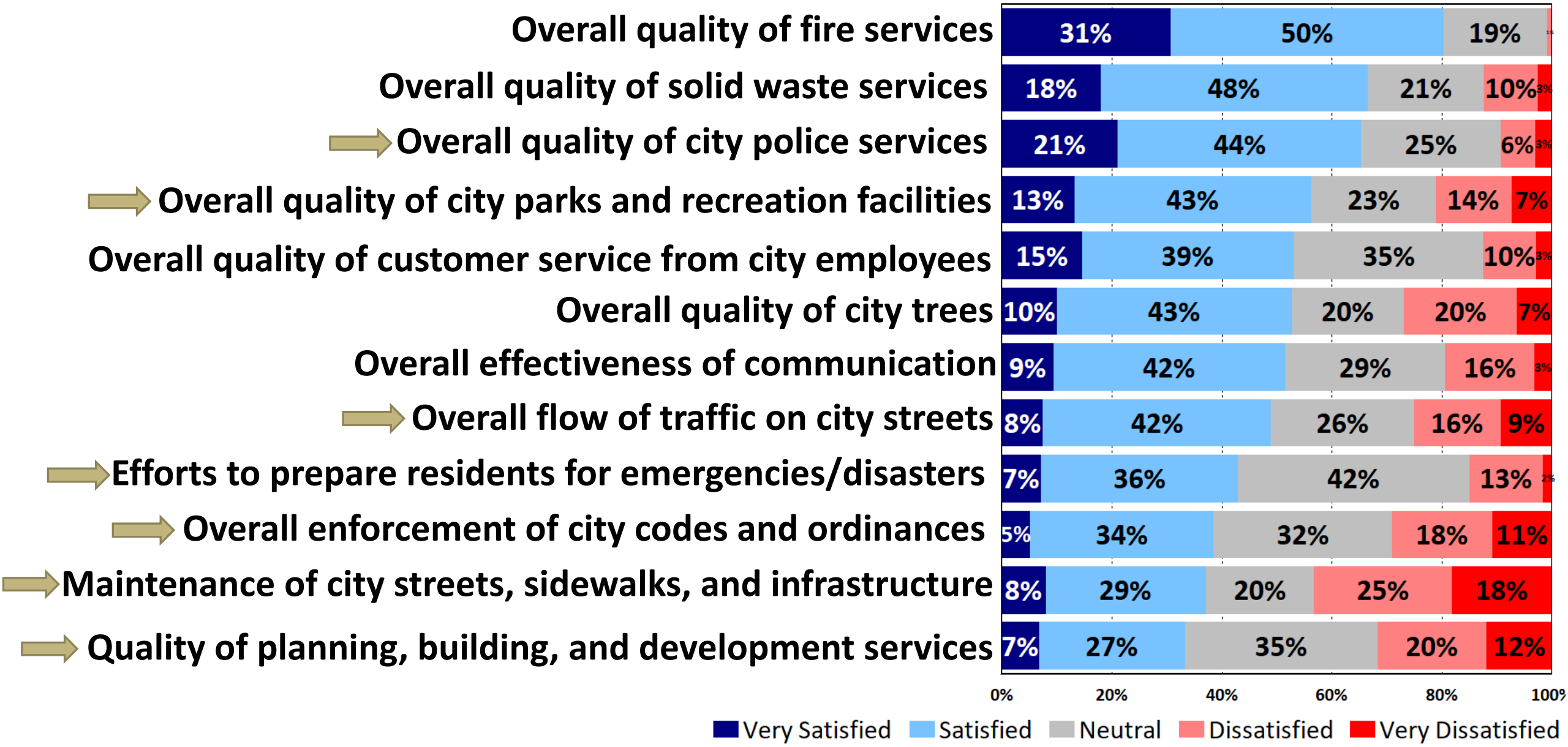
Q4. Perceptions of the Community

by percentage of respondents (excluding "don't know")



Q2. Overall Quality of City Services

by percentage of respondents (excluding "don't know")



Benchmarks

THE CITY PERFORMS WELL AGAINST REGIONAL/NATIONAL AVERAGES

Benchmarks

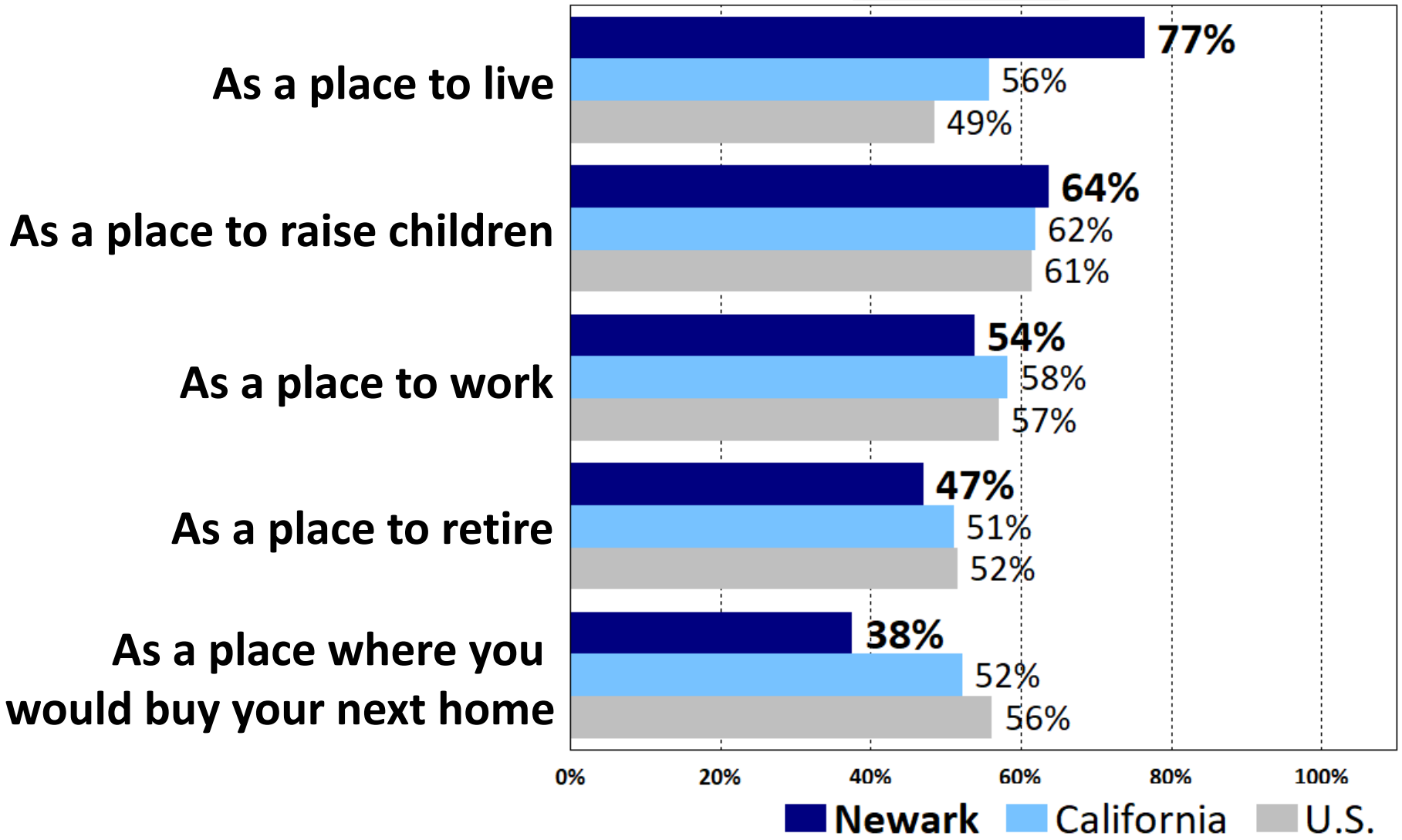
The City's survey contained 42 questions that were directly comparable to ETC Institute's benchmarking databases

The U.S. Average is based on a national survey administered during the summer of 2023 to a random sample of more than 10,000 U.S. residents

The California average is based on a survey administered to more than 1,200 California residents during the summer of 2023

Overall Satisfaction with the Community
City of Newark vs. California vs. U.S.

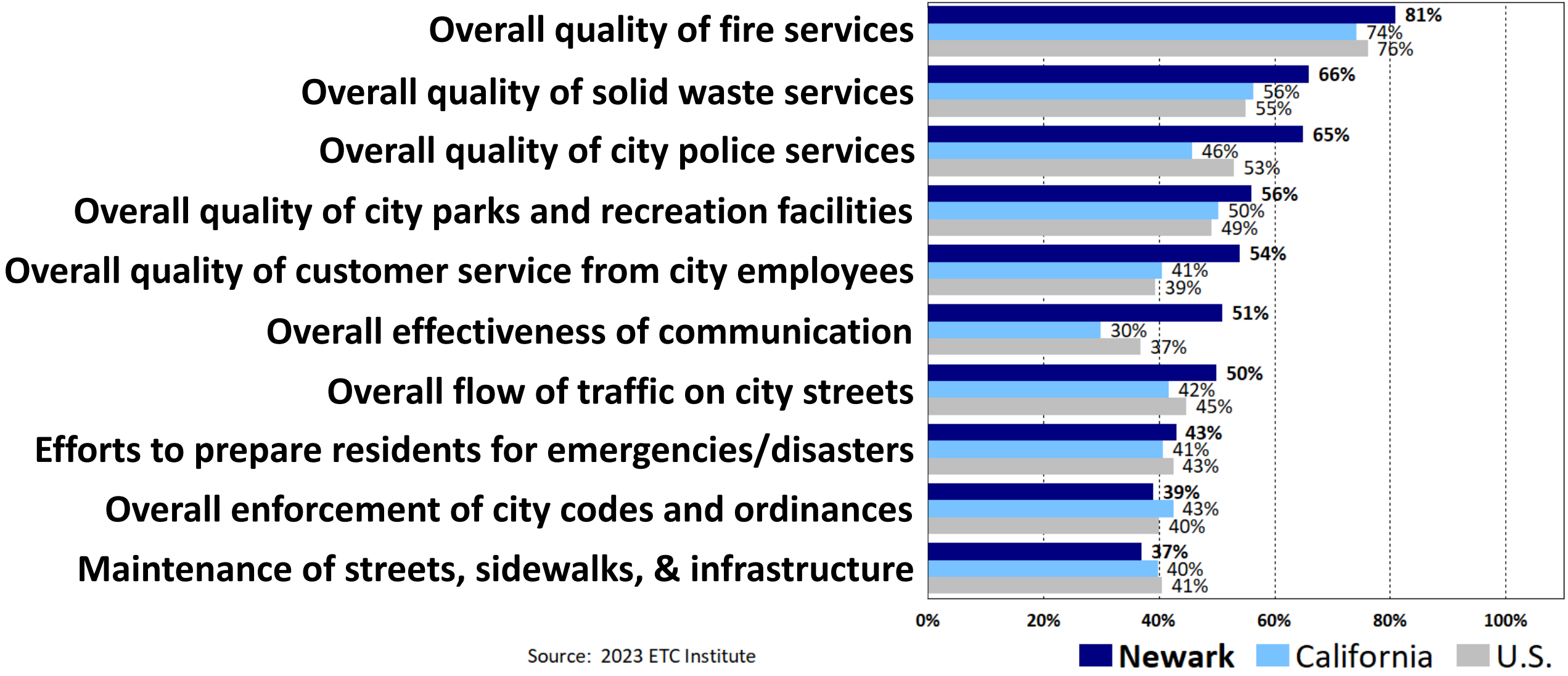
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "Excellent" and 1 was "Poor" (excluding don't knows)



Benchmarking provides much needed context to the results that otherwise would not exist

Satisfaction with the Overall Quality of City Services
City of Newark vs. California vs. U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2023 ETC Institute

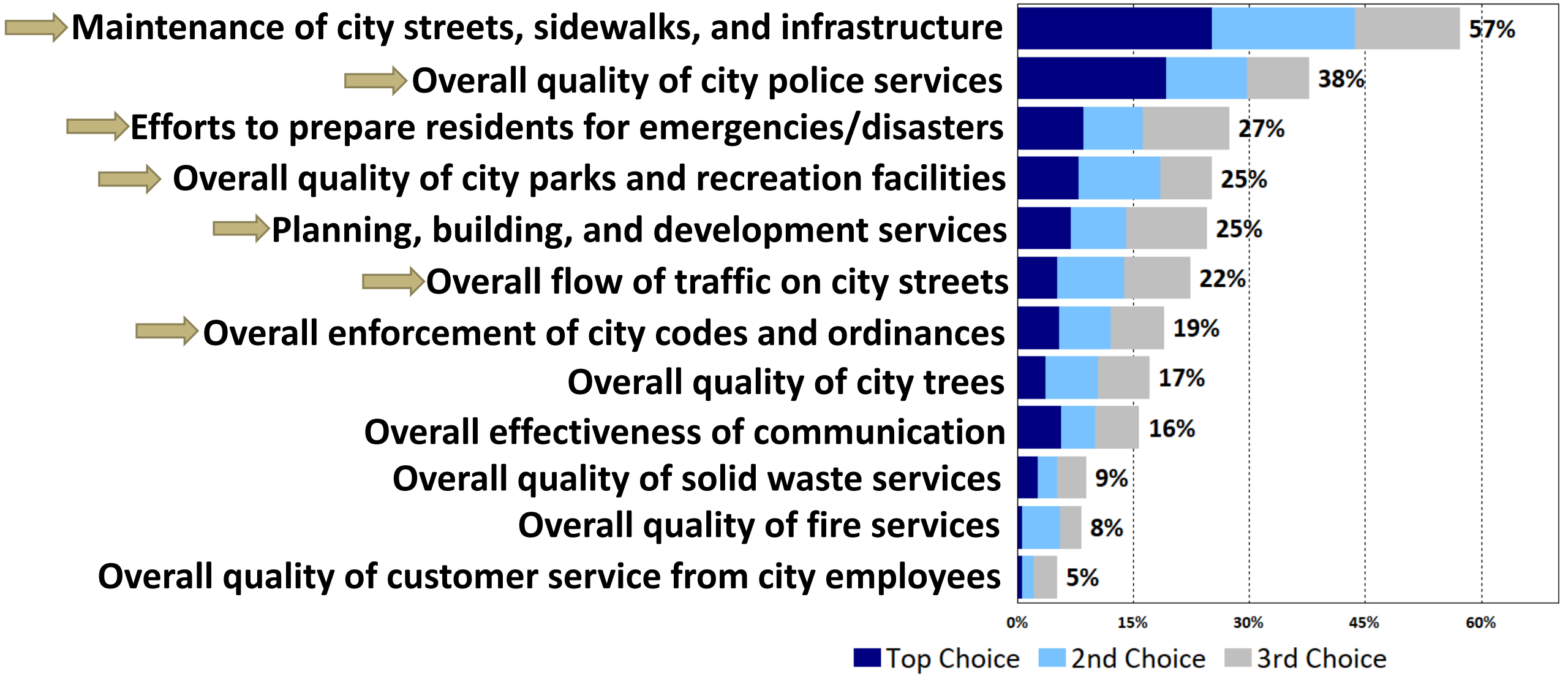
Understanding how we preform comparatively can gauge our true performance

Priorities for Improvement

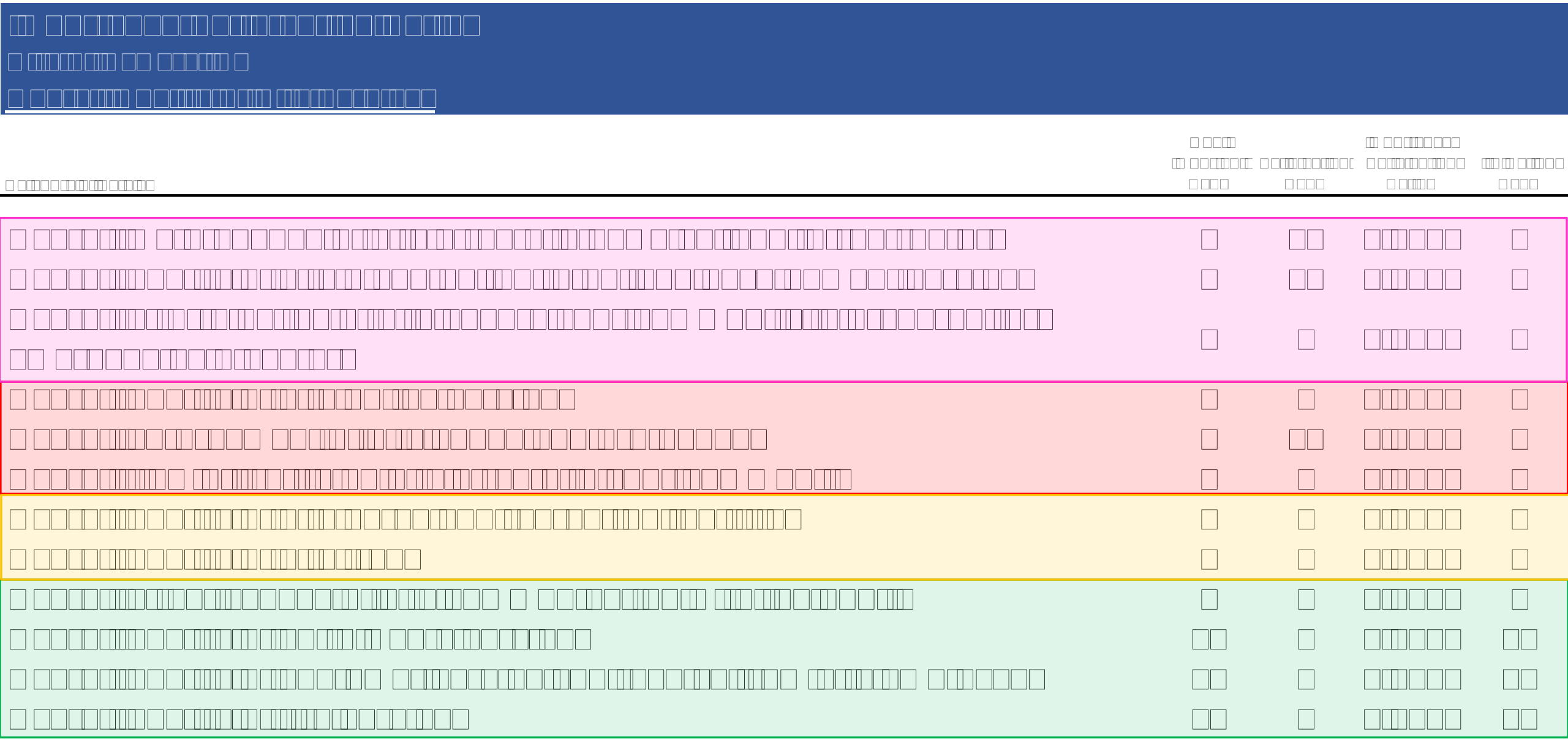
IMPORTANCE-SATISFACTION ANALYSIS

Q3. Which THREE services do you think are MOST IMPORTANT for the city to emphasize over the next two years?

by percentage of respondents who selected the item as one of their top three choices



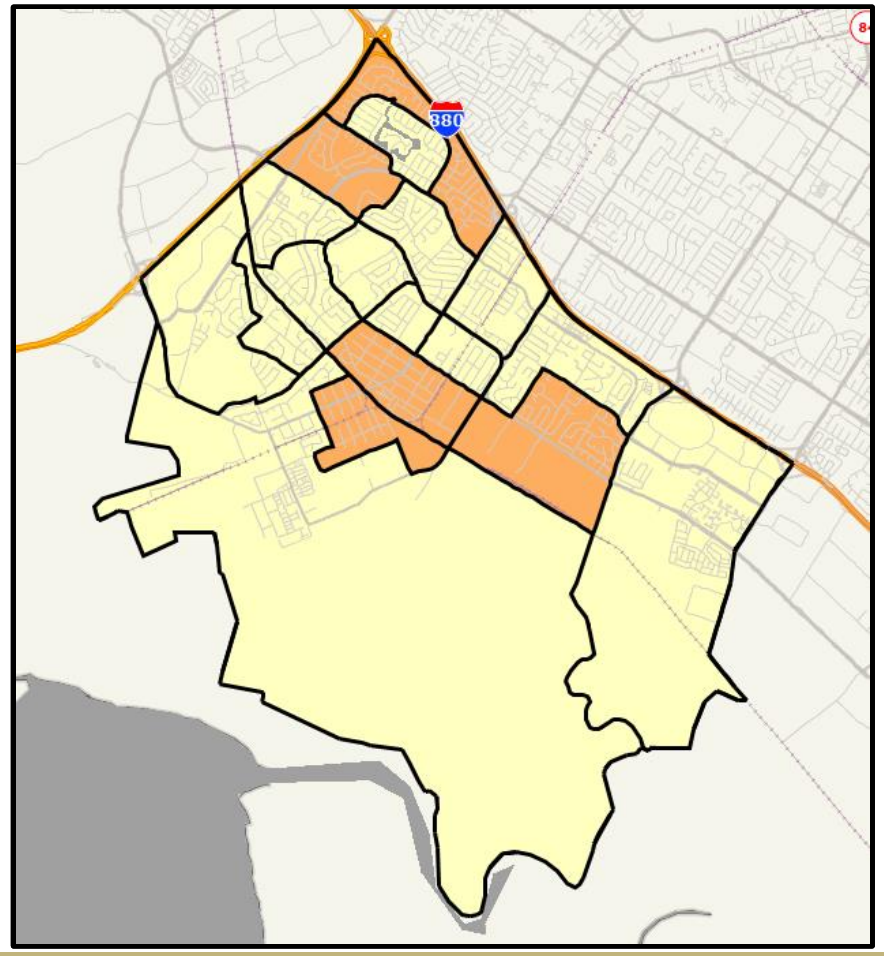
The Analysis relies on both satisfaction and importance ratings to determine priorities



Packet Page 486

I-S Ratings .1000 or Greater Are Considered a High Priority for Investment Over the Next Two Years

Overall Maintenance of City Streets, Sidewalks, and Infrastructure



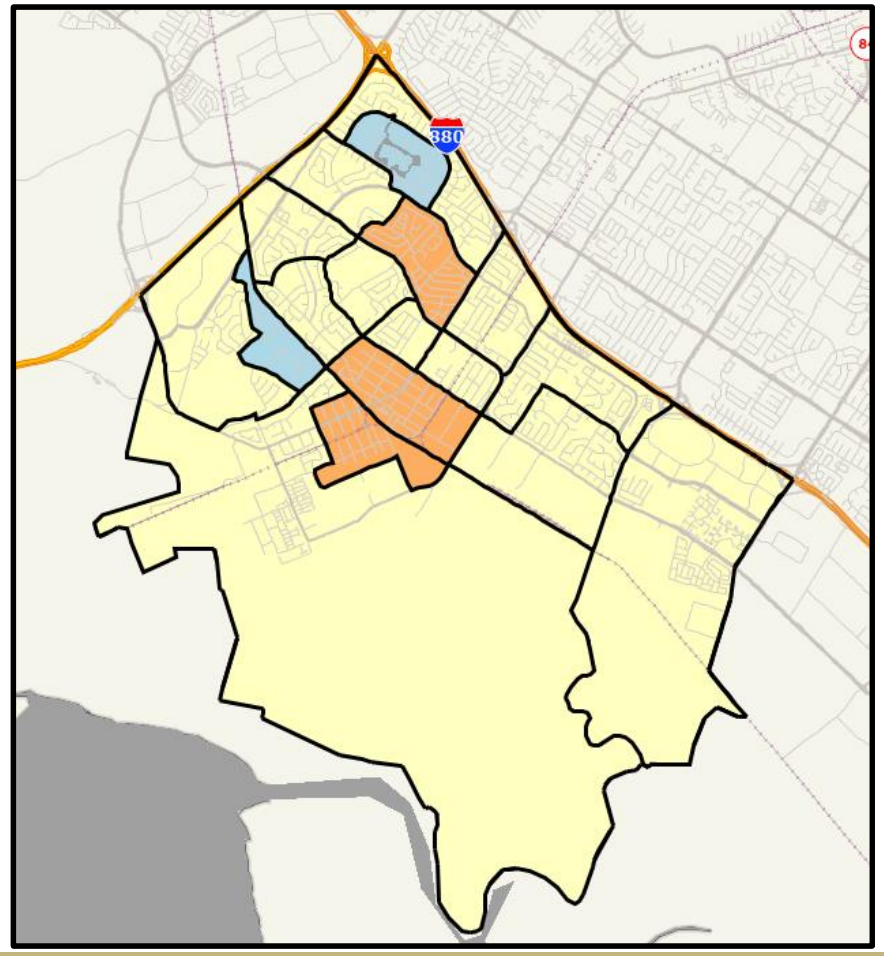
This area was determined to be the top priority for improvement based on the Importance-Satisfaction Analysis.

Areas are shaded by the mean rating from all the responses within the boundary.

Areas displayed in yellow show general levels of neutral ratings. Areas displayed in orange show general levels of dissatisfaction.

Boundaries are by Census Block Group or are merged as needed

Overall Quality of City Planning, Building, and Development Services



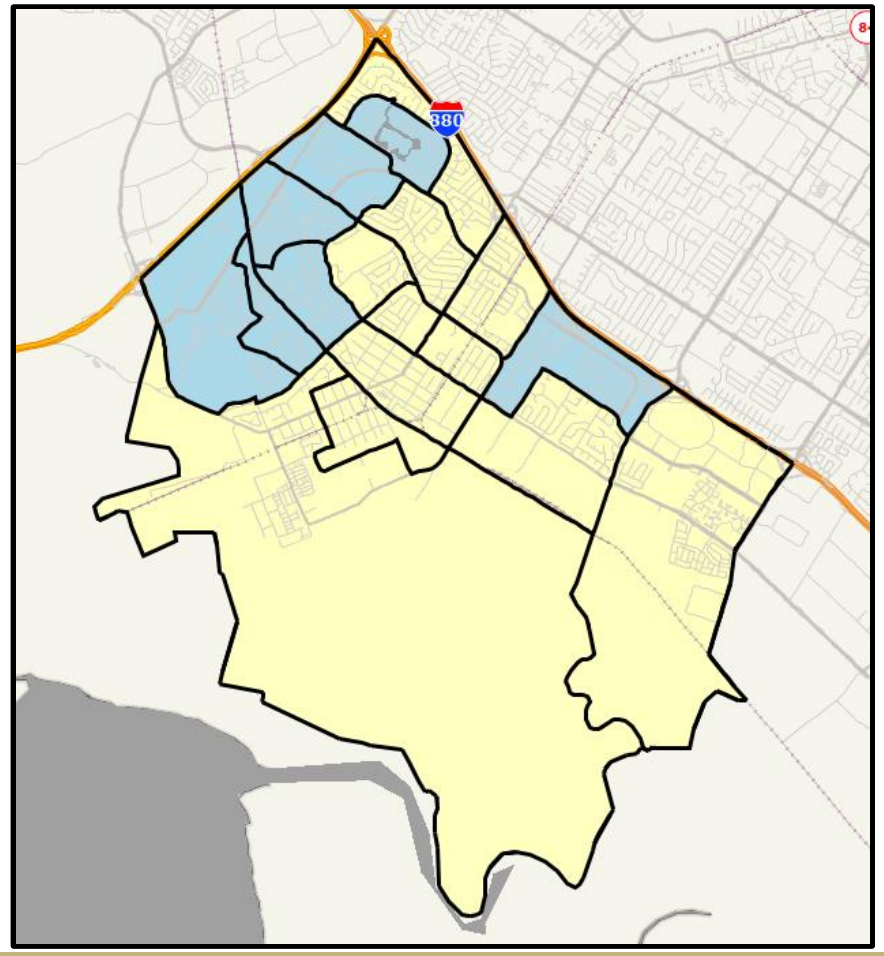
This area was determined to be the second highest priority for improvement based on the Importance-Satisfaction Analysis.

Areas are shaded by the mean rating from all the responses within the boundary

Areas in blue show general levels of satisfaction. Areas displayed in yellow show general levels of neutral ratings. Areas displayed in orange show general levels of dissatisfaction.

Boundaries are by Census Block Group or are merged as needed

Overall Efforts by the City to Ensure Your Community is Prepared for Emergencies/ Disasters



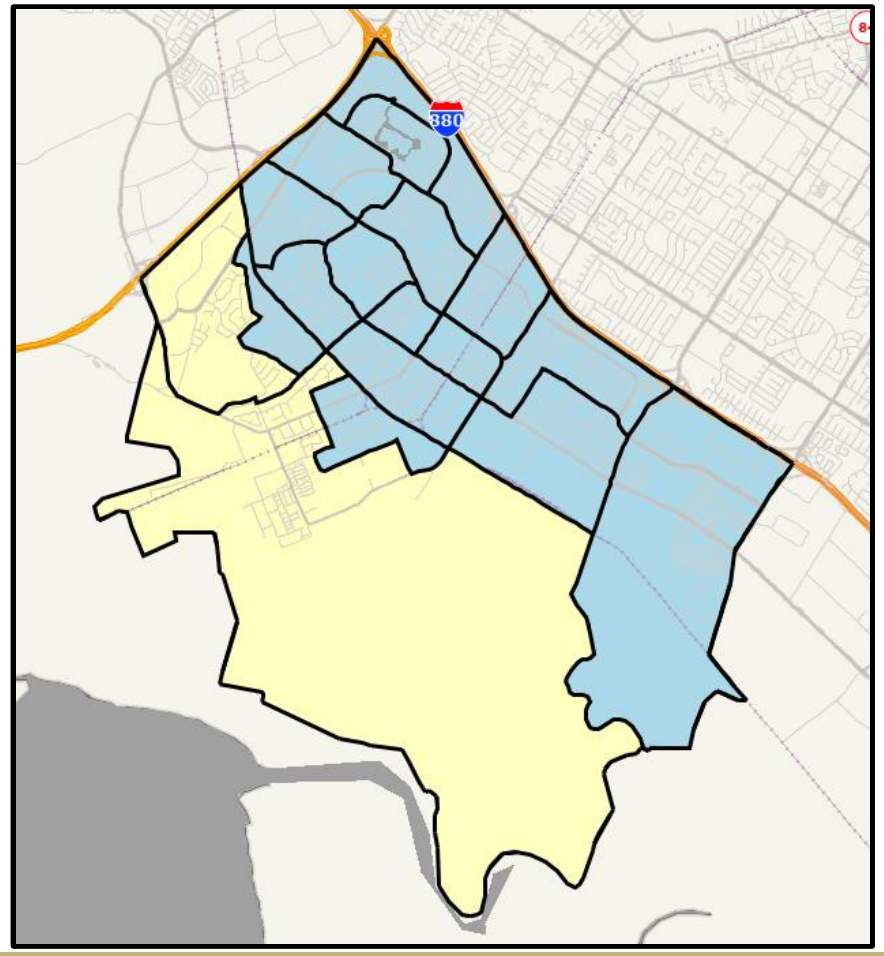
This area was determined to be the third highest priority for improvement based on the Importance-Satisfaction Analysis.

Areas are shaded by the mean rating from all the responses within the boundary

Areas in blue show general levels of satisfaction. Areas displayed in yellow show general levels of neutral ratings.

Boundaries are by Census Block Group or are merged as needed

Overall Quality of Police Services



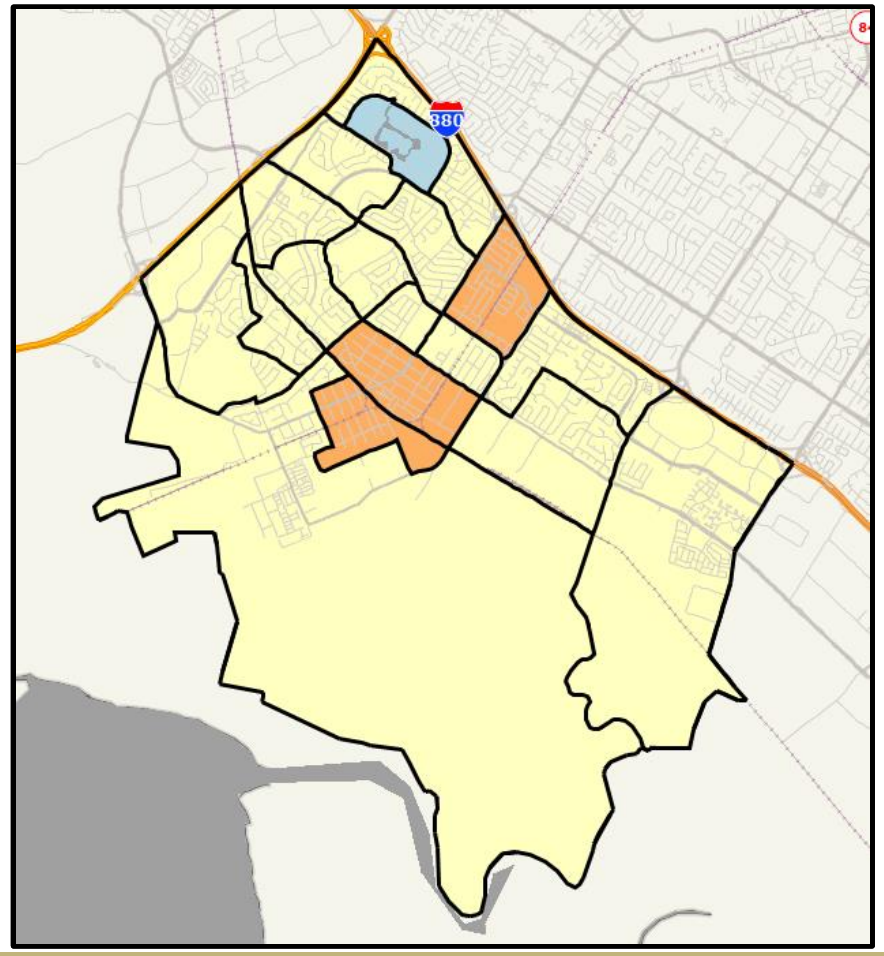
This area was determined to be the fourth highest priority for improvement based on the Importance-Satisfaction Analysis.

Areas are shaded by the mean rating from all the responses within the boundary

Areas in blue show general levels of satisfaction. Areas displayed in yellow show general levels of neutral ratings.

Boundaries are by Census Block Group or are merged as needed

Overall Enforcement of City Codes and Ordinances



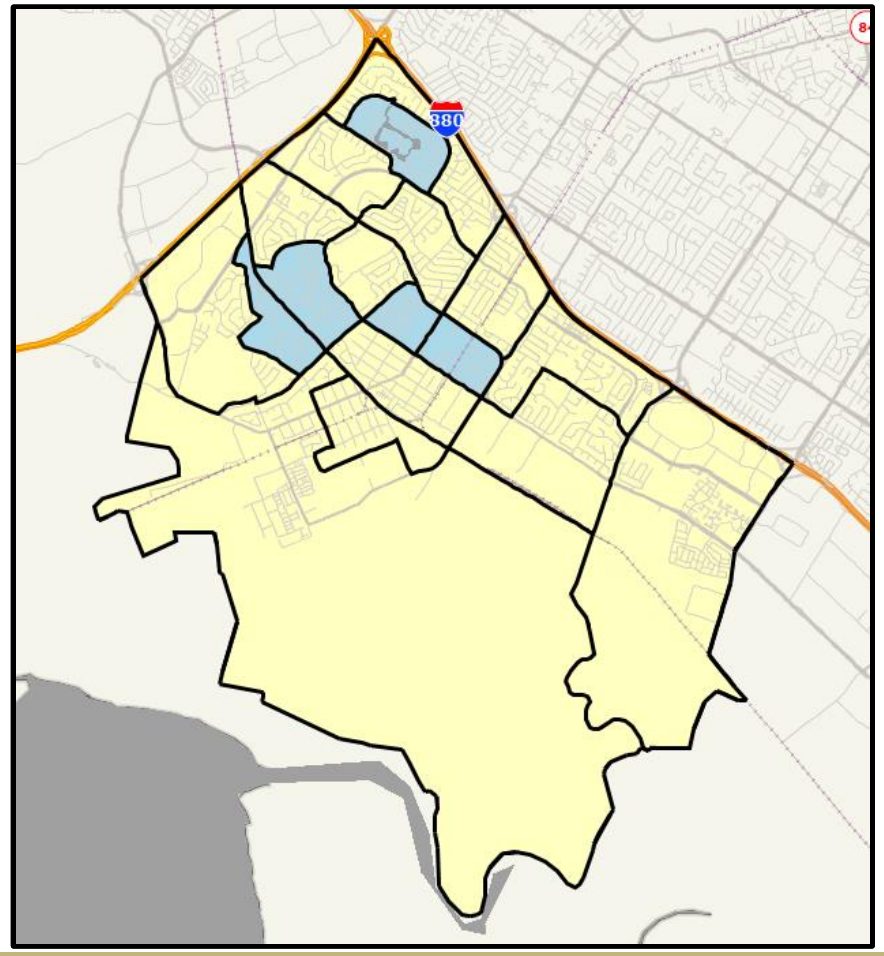
This area was determined to be the fifth highest priority for improvement based on the Importance-Satisfaction Analysis.

Areas are shaded by the mean rating from all the responses within the boundary

Areas in blue show general levels of satisfaction. Areas displayed in yellow show general levels of neutral ratings. Areas displayed in orange show general levels of dissatisfaction.

Boundaries are by Census Block Group or are merged as needed

Overall Flow of Traffic on City Streets in Your Community



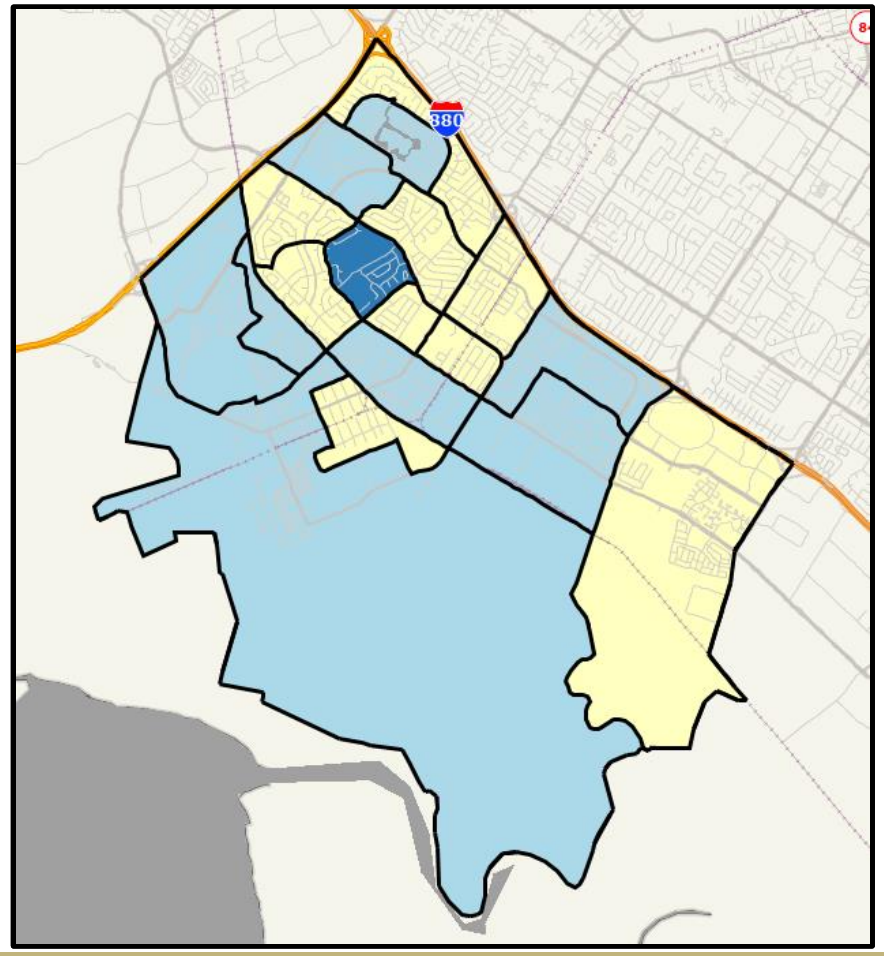
This area was determined to be the sixth highest priority for improvement based on the Importance-Satisfaction Analysis.

Areas are shaded by the mean rating from all the responses within the boundary

Areas in blue show general levels of satisfaction. Areas displayed in yellow show general levels of neutral ratings.

Boundaries are by Census Block Group or are merged as needed

Overall Quality of City Parks and Recreation Facilities



This area was determined to be the seventh highest priority for improvement based on the Importance-Satisfaction Analysis.

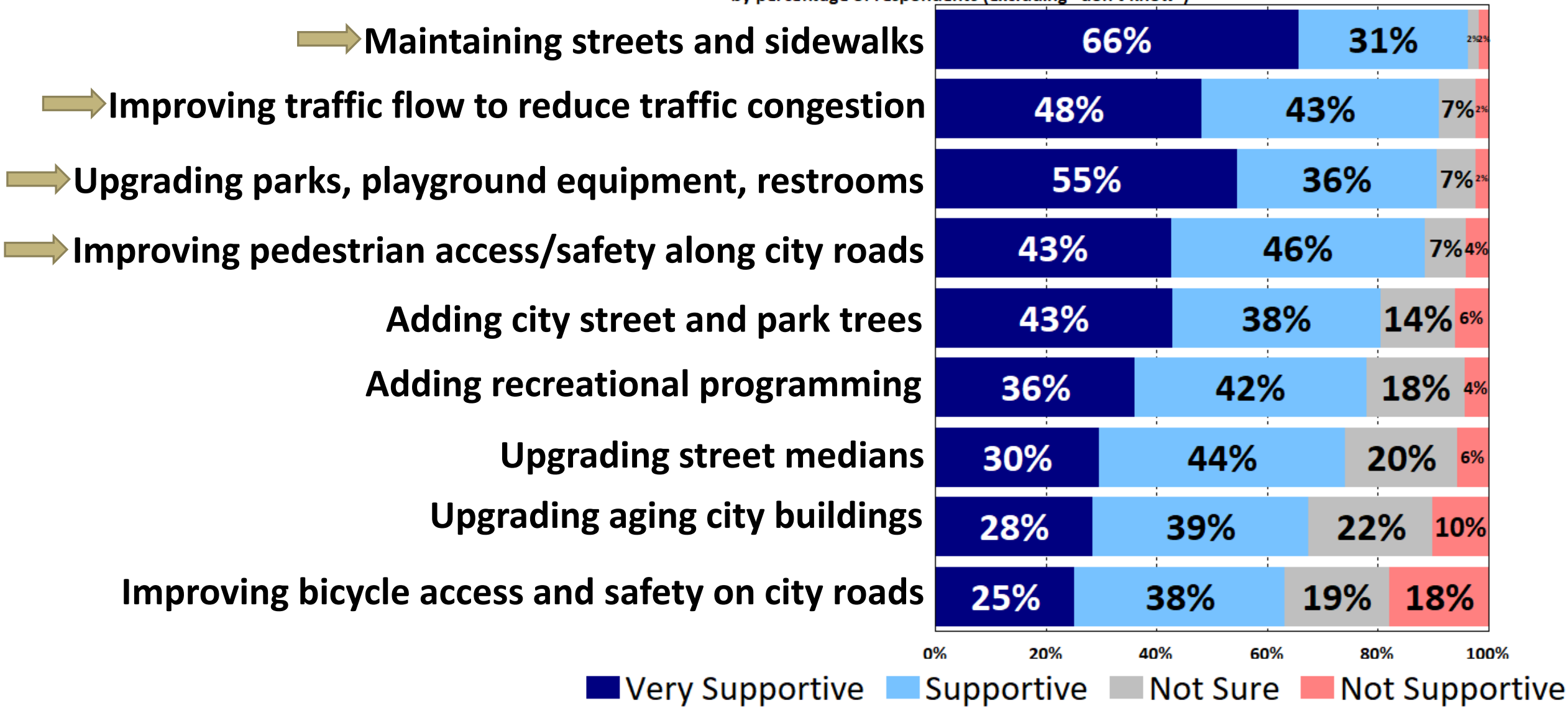
Areas are shaded by the mean rating from all the responses within the boundary

Areas in blue show general levels of satisfaction. Areas displayed in yellow show general levels of neutral ratings.

Boundaries are by Census Block Group or are merged as needed

Q19. Community Investment Areas. Please rate your level of support for investing city resources in each of the following.

by percentage of respondents (excluding "don't know")



The highlighted items received the highest "most important" ratings

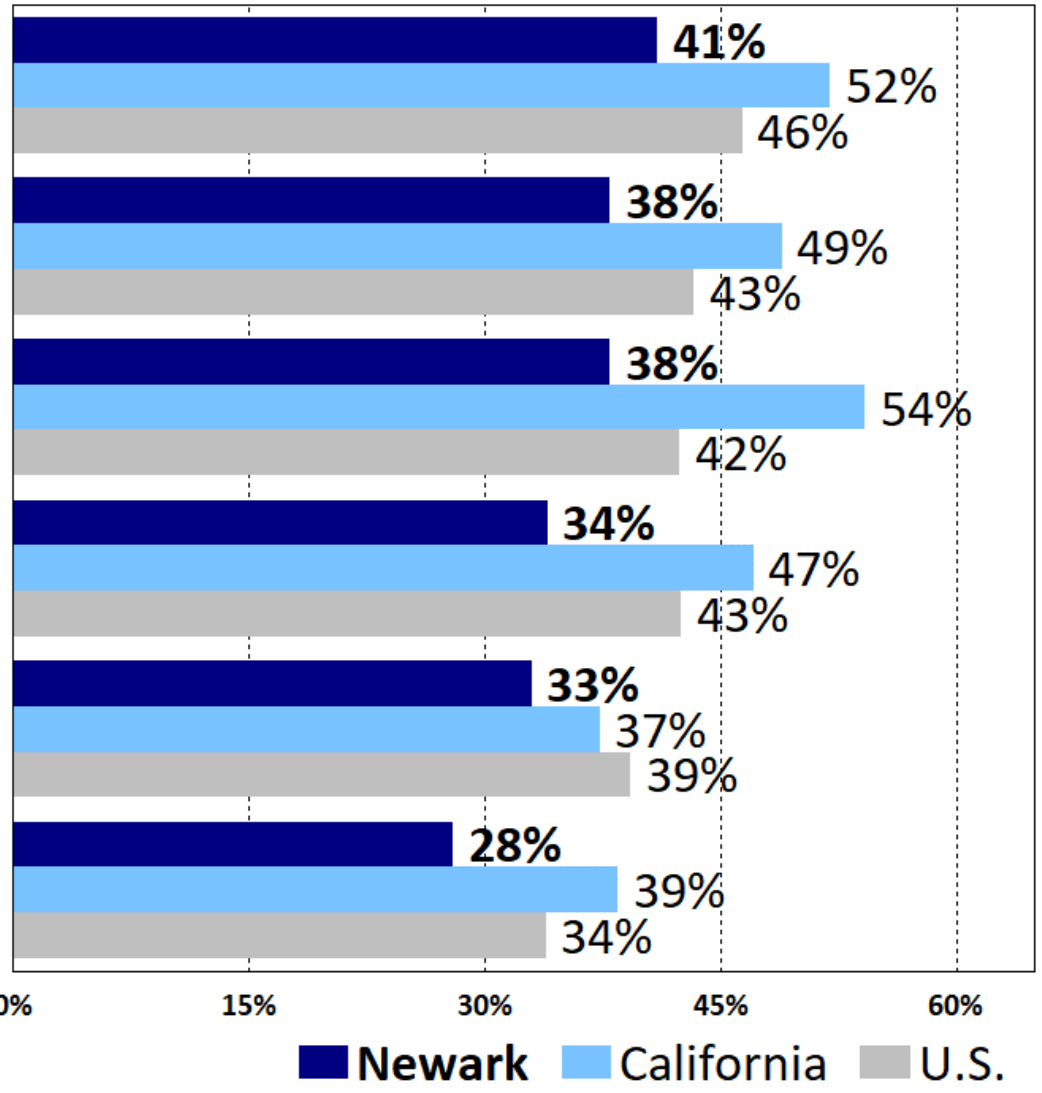
Communication

COMMUNICATION IS A KEY TO SUCCESS

Overall Satisfaction with Communication and Community Engagement

City of Newark vs. California vs. U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)

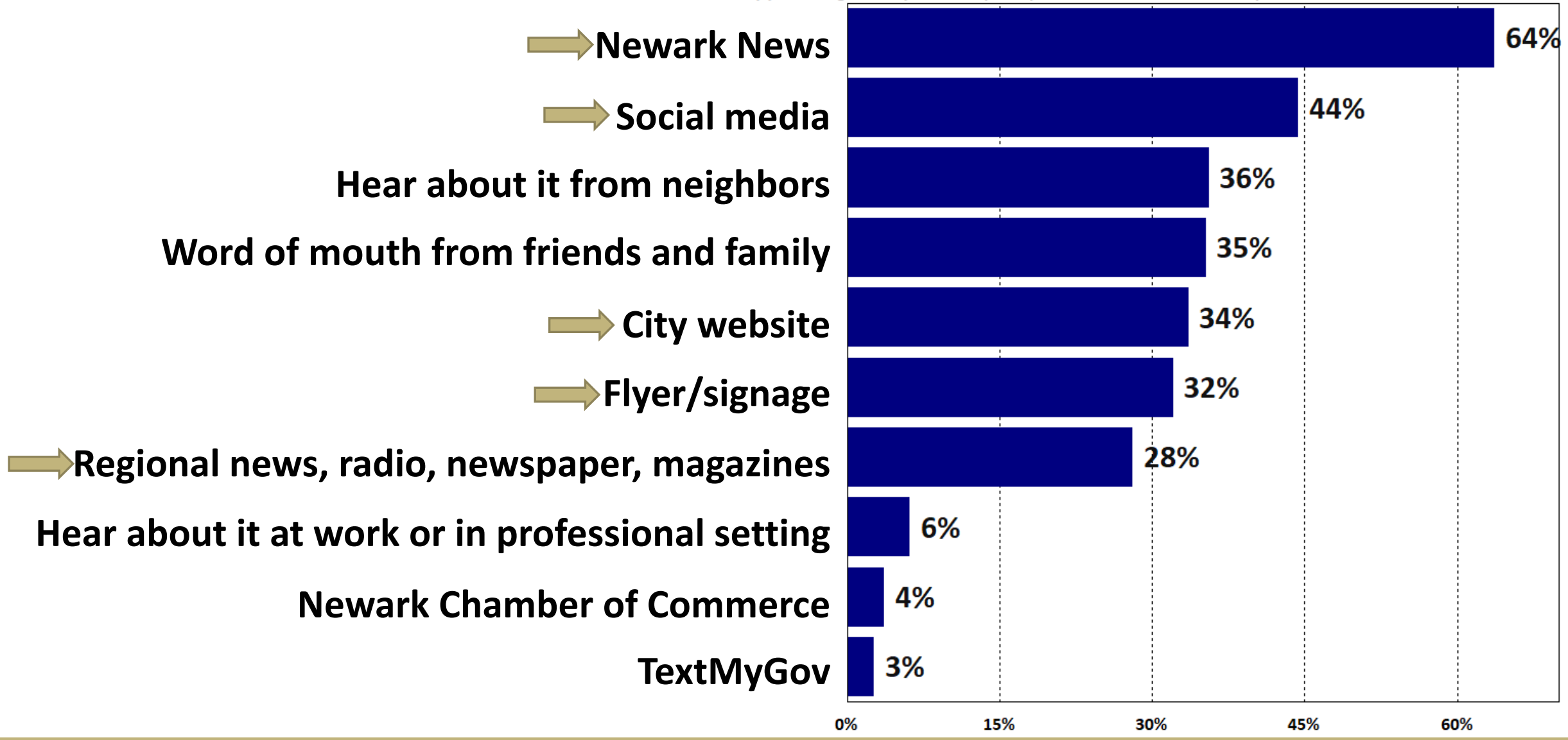


Source: 2023 ETC Institute

Although communication was not a top priority for improvement, Newark is behind the average in all areas

Q16. Ways you learn about Newark programs, news, activities, and events.

by percentage of respondents (multiple selections could be made)



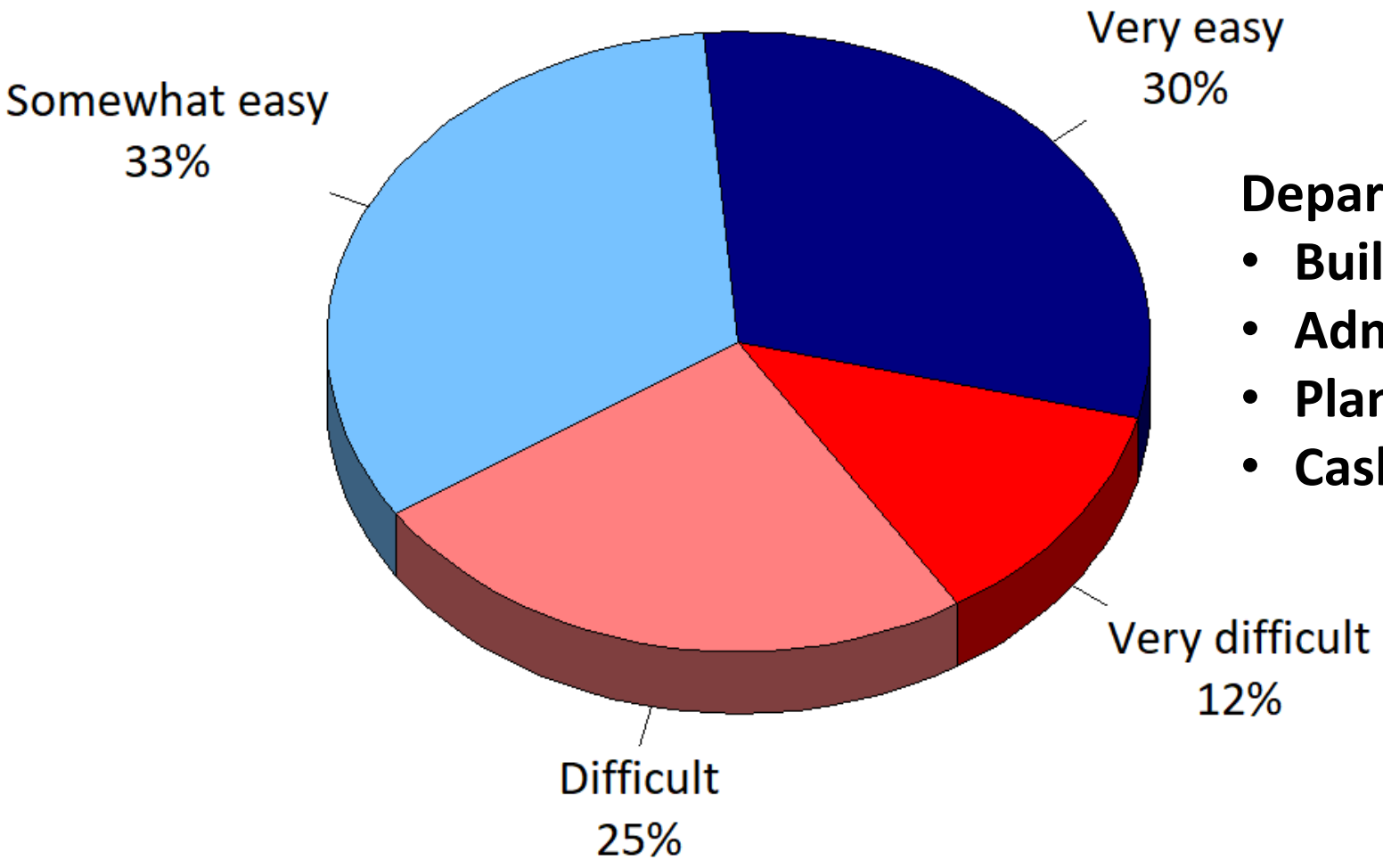
The highlighted items are the sources respondents most prefer to use

Customer Service

THE CITY IS SETTING THE STANDARD

Q18a. How easy was it to contact the person you needed to reach?

by percentage of respondents (excluding "not provided")



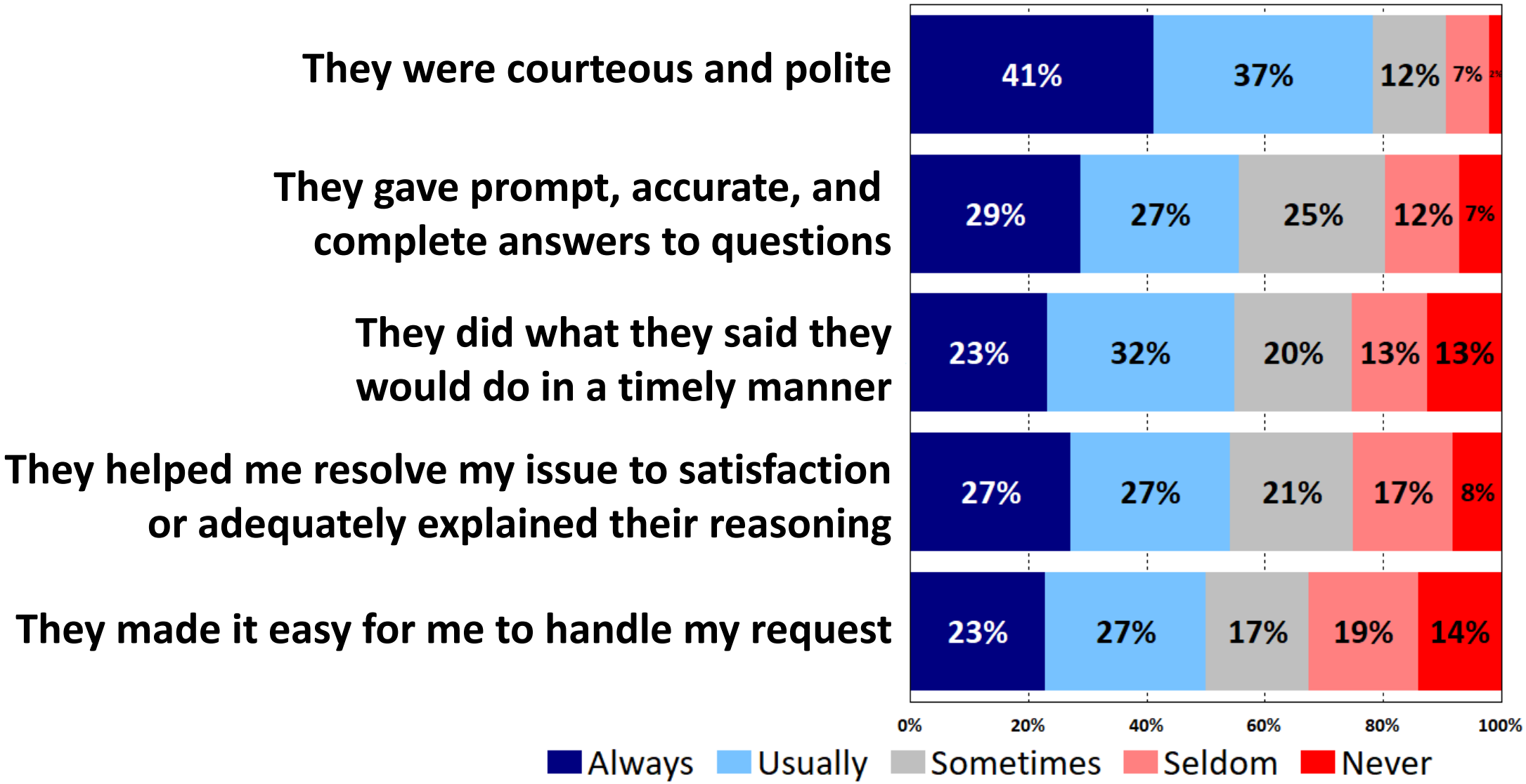
Departments Respondents Contacted

- **Building Permits or Inspections – 42%**
- **Administration – 34%**
- **Planning and Development – 22%**
- **Cashier/Finance – 10%**

26% of respondents indicated they have interacted with City Hall in the past year

Q18c. Please rate how often the employees you MOST RECENTLY contacted have displayed the following.

by percentage of respondents (excluding "don't know")



Employees are setting the standard for the delivery of quality customer services experiences

Summary

Residents have a positive perception of the City.

Satisfaction is higher in Newark than other communities in many key areas.

Overall, the City performed well – but there are opportunities for improvement.

Summary

The City should focus on the additional analysis of the survey results to pull out priorities for improvement that will help serve the future and evolving needs of residents in the City to ensure the high ratings received continue.

Questions?

THANK YOU!

STAFF REPORT

Item G. 1.

DATE	03/28/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Resolution approving the reappointment of Senior Advisory Committee Members

The Senior Advisory Committee researches senior issues within the City of Newark and identifies those needs which require assistance. The Committee makes recommendations to the City Council and provides information which they feel is pertinent to the well-being of Newark's senior citizens.

The appointed terms of Committee Members Sandra Arellano, Stanley Keiser, Rick Arellano, and Olga Borjon expire on April 14, 2024. They have each requested a two-year reappointment, with the exception of Mr. Keiser who is not seeking reappointment. The Senior Advisory Committee Handbook (Handbook) calls for a membership of not less than 5 members and no more than 9 members. The Handbook allows the Mayor to not fill the vacancy as long as the committee does not go below 5 members. Mr. Keiser's vacancy was advertised, with no applications received by the deadline. The total membership will be 8 members.

Mayor Hannon has approved the re-appointments for terms expiring April 2026, which should be confirmed by the City Council via resolution.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE REAPPOINTMENTS OF SANDRA ARELLANO, RICK ARELLANO, AND OLGA BORJON TO THE SENIOR CITIZEN STANDING ADVISORY COMMITTEE

WHEREAS, the appointments of Sandra Arellano, Stanley Keiser, Rick Arellano, and Olga Borjon to the Senior Citizen Standing Advisory Committee will expire on April 14, 2024; and

WHEREAS, Sandra Arellano, Rick Arellano, and Olga Borjon have each requested reappointment. Stanley Keiser is not seeking reappointment; and

WHEREAS, the Mayor of the City of Newark has reappointed Sandra Arellano, Rick Arellano, and Olga Borjon to the Senior Citizen Standing Advisory Committee for terms expiring April 14, 2026;

NOW, THEREFORE, BE IT RESOLVED that said appointments are hereby approved by the City Council of the City of Newark.