



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, September 24, 2020

7:00 P.M.

THIS IS A MEETING BY VIRTUAL TELECONFERENCE ONLY.

THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN.

REFER TO THE END OF THE AGENDA TO REVIEW OPTIONS FOR PARTICIPATING IN THE MEETING REMOTELY OR TO SUBMIT PUBLIC COMMENTS VIA EMAIL.

A. ROLL CALL

B. PRESENTATIONS

- B.1 Commending Police Officer of the Year.**
- B.2 Proclaiming September as National Preparedness Month.**
- B.3 First 5 Alameda County Early Learning Communities Network Grant Update – from Recreation and Community Services Director Zehnder.**
- B.4 Presentation of the Newark Police Department’s 2020 Community Survey Results - Police Chief Anderson.**

C. PUBLIC COMMENT

Members of the public are 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.

- D.1 Approval of Register of Audited Demands.**
- D.2 Minutes – September 2, 2020 (special) and September 10, 2020.**
- D.3 Second Reading and adoption of an ordinance adding Chapter 15.55 to Title 15 of the Newark Municipal Code setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 (AB1236) – from Interim City Attorney Kokotaylo and Public Works Director Fajeau. (ORDINANCE)**
- D.4 Amendment to the Conflict of Interest Code for Nonelected Officials and Designated Employees – from City Clerk Harrington. (RESOLUTION)**
- D.5 Initiation of proceedings for annexation of Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 order and approval of the preliminary Engineer’s Report, declaration of intention to order annexation of Tract 8459 to the assessment district, and setting of public hearing date on November 12, 2020 – from Senior Civil Engineer Cangco. (RESOLUTIONS-2)**
- D.6 Approval of Contractual Service Agreements with Bureau Veritas for on-call Building Inspection Plan Review Services and 4Leaf, Inc. for on-call Building Inspection Field Inspection and Miscellaneous Support Services – from City Architect/Chief Building Official Collier. (RESOLUTION)**
- D.7 Approval of a Second Amendment to a Contractual Services Agreement with Hurst/Harrigan Associates for retail retention and attraction services at NewPark Mall – from City Manager Benoun and Community Development Director Turner. (RESOLUTION)**

E. PUBLIC HEARINGS

F. OTHER BUSINESS

- F.1 Approval of the NEWARK CARES Funding Plan – from City Manager Benoun, Community Development Director Turner, and Finance Director Lee.(RESOLUTION)**

G. CITY COUNCIL MATTERS

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

H. CLOSED SESSION

I. ADJOURNMENT

IMPORTANT NOTICE REGARDING CITY COUNCIL MEETING

Due to the COVID-19 pandemic, the City of Newark made changes related to City Council meetings to protect the public's health and prevent the disease from spreading locally. As a result of the COVID-19 public health emergency, including the Alameda County Health Officer and Governor's directives for everyone to shelter in place, **the City Council Chambers will be closed to the public.** Members of the public should attempt to observe and address the Council using the below technological processes.

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may only view the meeting on television and/or online.

Mayor Nagy, Vice Mayor Freitas, and Council Members Collazo, Hannon, and Bucci will be attending this meeting via teleconference. Teleconference locations are not open to the public. All votes conducted during the teleconferencing session will be conducted by roll call vote.

How to view the meeting remotely:

Live television broadcast - Comcast Channel 26

Livestream online at- <https://www.newark.org/departments/city-manager-s-office/agendas-minutes/live-streaming-meetings>

Zoom Webinar via the internet – see below for details

How to participate in the meeting remotely, via Zoom.us:

Provide live remote public comments, when called upon by the City Clerk:

From a PC, Mac, iPad, iPhone or Android device: <https://zoom.us/j/96338074187>

From a telephone dial 1 669 900 9128, Webinar ID 963 3807 4187.

For frequently asked Zoom questions, please go to <https://www.newark.org/departments/city-manager-s-office/agendas-minutes> and select the Frequently Asked Questions link.

Submission of Public Comments:

Public comments received by 4:00 p.m. on the Council meeting date will be provided to the City Council and considered before Council action. Comments may be submitted by email to City.clerk@newark.org. Comments may also be submitted via e-mail to city.clerk@newark.org at any time prior to closure of the public comment portion of the item(s) under consideration.

Reading of Public Comments: The City Clerk will read aloud email comments received during the meeting that include the subject line "FOR THE RECORD" as well as the item number for comment, provided that the reading shall not exceed five (5) minutes, or such other time as the Council may provide, consistent with the time limit for speakers at a Council meeting and consistent with all applicable laws. Matters brought before the Council that require Council action may be either referred to staff or placed on a future Council agenda.

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

Council Meeting Access/Materials:

The agenda packet is available for review at <https://www.newark.org/departments/city-manager-s-office/agendas-minutes>. The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

Pursuant to Government Code 54957.5, supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and will be posted, if time allows, at <https://www.newark.org/departments/city-manager-s-office/agendas-minutes>. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection. For those persons who require special accommodations, please contact the City Clerk at least two days prior to the meeting at city.clerk@newark.org or 510-578-4266.

B.1 Commending Police Officer of the Year.

Background/Discussion – Police Officer Matthew Warren has been selected as Police Officer of the Year. A commendation has been prepared and will be presented at the City Council meeting.

B.2 Proclaiming September as National Preparedness Month.

Background/Discussion – National Preparedness Month promotes family and community disaster planning. A proclamation has been prepared and will be presented at the City Council meeting to Emergency Preparedness Coordinator Richard Martinez and members of the Community Emergency Response Team.

B.3 First 5 Alameda County Early Learning Communities Network Grant Update – from Recreation and Community Services Director Zehnder. (PRESENTATION)

Background – In January of 2019, the City was offered an opportunity by First 5 Alameda County to participate in an Early Learning Communities Networking event as a precursor to applying for possible grant funding. The Mayor and the City Manager attended this function on behalf of the City. After the initial kickoff event and a series of stakeholder informational meetings, City staff in partnership with Alameda County Library, applied for and received a \$135,000 grant to implement elements of an Early Learning Action Plan (ELAP) over the course of 18 months. The ELAP grant team consists of Recreation and Community Services Director David Zehnder, Administrative Assistant Edda Rivera, Alameda County Librarian Joe Stoner and Special Assistants Veronica Torres and Adriana Lopez. Additional support is provided through a local Promotoras parent-lead advocacy group.

With the ELAP developed, efforts were underway in February, 2020 to address the following initiatives focused on supporting Spanish-speaking families with children ages 0 to 5 years:

- Provide for social and emotional support and training for parents;
- Develop bilingual literacy programs for parents and children together with the assistance of the Alameda County Library Literacy Services Department;
- Build awareness of child development issues through a variety of trainings;
- Facilitate access to development prevention screenings;
- Share information related to physical and mental health and offer relevant classes and programs;
- Share resources for financial assistance;
- Help families culturally adapt to the community and learn about the range of career and education options for them and their children; and
- Improve childcare access, especially through promoting and training Family, Friend, and Neighbor (FFN) providers. Help coordinate access to childcare subsidies for FFN providers.

Staff initially engaged over 21 families in an extensive Promotoras training, providing much-needed parenting resources and leadership development. Unfortunately, the program was suspended at the outbreak of the COVID-19 pandemic. Staff resumed the program through virtual training sessions, successfully leading to the “graduation” of 21 parent leaders within our local Promotoras group.

Staff developed a presentation that will provide further details of the ELAP progress and achievements and the positive effects it has enabled within our Spanish-speaking community. The presentation will also touch upon census effects as well as strategies that were adopted and deployed to combat the spread of COVID-19 in our Spanish-speaking community.

Attachment - Presentation

Action – No action requested, informational only.



City of Newark Early Learning Community Network



Upcoming Actions



1

Kick-Off Event

February 25, 2020



60+
Participants



Local
Organizations



Our
Community

60+ Participants



Community Members



Local Organizations



2

Abriendo Puertas Opening Doors

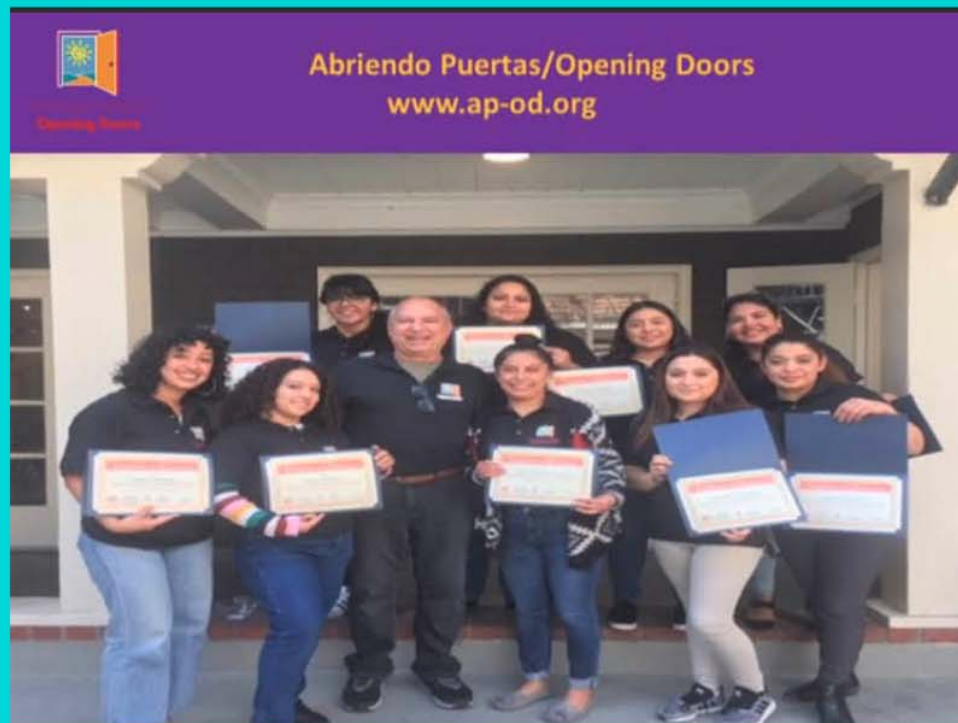
Training of Trainers
February 28, 2020



Abriendo Puertas
Opening Doors

Adriana Lopez and Veronica Torres
CERTIFIED
FACILITATORS
Completed the training

Adriana Lopez and Veronica Torres Completed the Training



3

Promotores Leadership Training

March 2020



10 Session Program

- 6 out 10 sessions were in person
- 4 out the 10 sessions were virtual via Zoom



**21 COMMUNITY PARENTS
COMPLETED AND GRADUATED
FROM THE TRAINING**

10 Session Program

- 6 out 10 sessions were in person
- 4 out the 10 sessions were virtual
via Zoom

21 NEW PROMOTORES PARENT LEADERS



**15 PROMOTORES PARENT LEADERS HAVE
AT LEAST ONE CHILD AGE 0-6 YEARS**

SHELTER IN PLACE ORDER

MARCH 17, 2020

**TEMPORARY CLOSURE OF
FACILITIES DUE TO COVID-19**



4

COVID-19 NEEDS SURVEY

April 2020



At the beginning of the COVID-19 pandemic, we conducted a needs survey which informed our grant action plan and activities to the new standards of the Shelter In Place (SIP).

Survey Results

120 FAMILIES
RESPONDED THE
SURVEY



Survey Results

Most of our families work in service related industries

①

64% of families reported anxiety & stress as their #1 concern.

Approximately 85% of those families reported stress and anxiety regarding their immigration status.



②

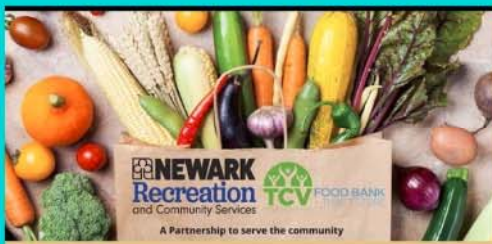
Other concerns include food instability, ability to pay rent and utilities as well as other household expenses.

5

FOOD RESOURCES FOR OUR COMMUNITY

March 2020-Present

1000 + Grocery bags for families



**FOOD DISTRIBUTIONS
COLLABORATIONS**

Food Connections



- Newark Unified School District

- Tri-City Volunteers Food Bank (TVC)

- Donations from Taqueria Los Gallos, Arteagas Food Center and Newark Rotary Club



Muchas gracias a todos los que hicieron esto posible, me sera de mucha utilidad !

Fostering Collaborations

February-Present

BACH: Bay Area Community Health

TVHC: Tiburcion Vasquez Health Center

CSUEB: California State University East Bay

NUSD: Newark Unified School District

UC ANR: University of California Division of Agriculture and Natural Resources

Alameda County Mental Health Department

Alameda County Library

Vision y Compromiso

Alameda County Census Department



Collaborative Workshops and Classes:



- Nutritional Classes
- Computer Classes
- 14 One-Time Workshops including Health, Mental, Community and Educational Topics
- 500+ Books Donated by the Alameda County Library



7

COMMUNITY ENRICHMENT AND OUTREACH

Since February 2020

- Community Events and Resources
 - Health
 - Food
 - Financial Aid
 - Housing
- Workshops
- Learning and Enrichment Opportunities for Children
- Scholarships
- Gift Cards





Promotoras 2020
Adriana, Angelica, Ballesteros

12:38 PM

+1 (510) 491-4477 ~Lorena Valer

Grab-And-Go Meals
Free Breakfast and Lunch For All Children Age 2 to 18 Years Old. Meals Now Being Served.

Meals will be free of charge for all children age 2 to 18 years old. But please continue to fill out and email meal request forms at info@communityactionnewark.org

See Below for Site Locations and Times

Serving Times Daily

7:30 AM to 8:30 AM & 11:00 AM to 1:00 PM	<ul style="list-style-type: none"> Asheville High School, 36300 Parkway Blvd Franklin High School, 5200 Dunbar Rd Washington High School, 3842 Parkway Blvd Mason Jan. Joz High School, 41757 Palm Ave Wentworth High School, 39000 Shiloh Rd Wentworth Middle School, 39000 Shiloh Rd
Serving Times 11:30 AM to 1:00 PM	<ul style="list-style-type: none"> Asheville High School, 36300 Parkway Blvd Mason Jan. Joz, 41757 Palm Ave Lincoln, 41757 Palm Ave Washington, 3842 Parkway Blvd Mason Valley, 41757 Palm Ave Asheville, 36300 Parkway Blvd Franklin, 5200 Dunbar Rd Wentworth, 39000 Shiloh Rd Wentworth Middle, 39000 Shiloh Rd Wentworth Elementary, 39000 Shiloh Rd Asheville Elementary, 36300 Parkway Blvd Franklin Elementary, 5200 Dunbar Rd Washington Elementary, 3842 Parkway Blvd Lincoln Elementary, 41757 Palm Ave Wentworth Elementary, 39000 Shiloh Rd

Meals will be free of charge for all children age 2 to 18 years old. But please continue to fill out and email meal request forms at info@communityactionnewark.org

4:56 PM


Thu, Sep 3

Pickup location ACROSS from Senior Center!

NEWARK Recreation
A Partnership to Strengthen the Community

FREE COMMUNITY PROGRAM
DRIVE-THRU GRAB & GO GROCERY BAG
NEWARK SERVICE YARD (across from Senior Center)
37440 FILBERT STREET | NEWARK
Park along Filbert Street. Don't block driveways. Staff will guide you


Thursday, September 3rd, 2020



Promotores en Acción Comunitaria

Overview Ads Inbox



Edit



Promotores en Acción Comunitaria
Create Page @username

Add Button

Publish Photo Promote View As

Zoom meeting interface showing a grid of participants in a virtual meeting. The interface includes a top navigation bar with icons for chat, mute, and video, and a bottom toolbar with icons for mute, video, and chat. The meeting title is partially visible at the top.

8

Reading Club

Kids Reading To Kids



"Manitas en Accion"
"Little Hands in Action"

May 2020 to present
Program held weekly for the
last five months





- Held Virtual Informational Census Forum
- Held Four Census Questionnaire Assistance & Intake Events

censo 2020 Cuidate y Cuéntate!

¡Tendremos ayuda para llenar su forma del Censo!

¡Tarjetas de regalo por su participación!

Jueves 16 de Julio, 11am - 2pm
 Jueves 23 de Julio, 3pm - 6pm
 Arteaga's Food Center
 5524 Thornton Ave. Newark, CA

¡NO OLVIDES CENSO NUESTRA VOZ!

Hacer el Censo en línea o por teléfono
www.My2020Census.gov (844) 468-2020

Our community COUNTS.

20 años Visión y Compromiso™
 2000-2020

Te invitamos a participar en el foro: "CUÉNTATE" dirigido a toda la comunidad de habla hispana del condado de Alameda en California. Aclara tus dudas sobre el CENSO 2020 en USA y aprende!!

23 de Abril del 2020
 3:15-4:15

FORO INFORMATIVO POR INTERNET (WEBINAR) Y VÍA TELEFÓNICA

Visita www.2020census.com/ca para asistir al webinar web.

Proponees Comunidad
 Ingresar via telefonica marcando: +1 402-824-0279 después ingresar: (PIN: 028106404)

NEWARK Recreation and Community Services

10

COMMUNITY STAKEHOLDER GROUP



Addressing COVID-19
Prevention and Education
for the Latinx Population



- * Distributed 975 PPE Supply Kits
- * Children's Drawing Contest
- * Developed COVID-19 Videos Promoting Safety Measures



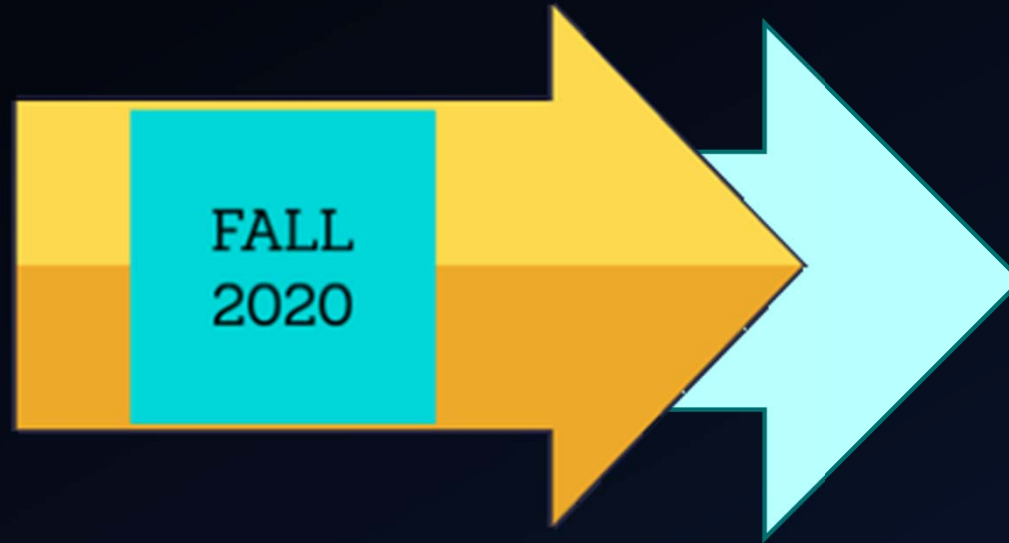
City of Newark Early Learning Community Network



Upcoming Actions



Upcoming Actions



Upcoming Actions

Fall-Winter



Triple P
Positive Parenting
Program Series



Abriendo Puertas
The mission of
Abriendo
Puertas/Opening
Doors is to honor
and support parents
as leaders of their
families and their
child's first and most
influential teacher.



**Chromebooks
Donation**
30 Chromebooks to
be distributed to
families in need



**Mental Health
Series**
Workshop Series on
Family Life and
Mental Health



Resources
Continue with:
Learning Workshops
and Family
Resources

February 2020



**B.4 Presentation of the Newark Police Department’s 2020 Community Survey Results
- Police Chief Anderson. (PRESENTATION)**

Background/Discussion – On May 25, 2020, the unjust killing of George Floyd in Minneapolis sparked violence, protests, and looting throughout the country, including in Alameda County. In response, the City of Newark presented an open letter to our community members in support of working together to build a society that does not condone any form of racial discrimination or institutional injustices. Members of the Newark Police Department worked with members of our community to provide opportunities for free expression while maintaining the safety of all members of our community and while protecting our businesses and public property.

Every community is different as are their exceptions of their police. As a community of roughly 50,000 in a region of over 1.5 million it is important to evaluate the needs and desires of the community we serve. As a strategy designed to assess specific areas of interest to the Newark community the Police Department launched a twenty question community survey.

The survey was marketed through targeted social media and a flier mailed to every household in Newark. In addition, staff reached out to our community through partnerships with our Chamber of Commerce, School District, Neighborhood Watch groups and used other email distribution lists. The survey questions were designed to evaluate specific areas of interest based on questions staff had received from our community as well as to hear from the community how they want their police resources focused in the future.

The majority of respondents identified as very satisfied with their police services. This presentation is an overview of the survey results and a summary of our commitment to focus efforts on areas identified by our community as of significant concern.

Fiscal Impact – Printing and postage for the administration of the survey totaled \$5,159. The total fiscal impact to the City, including staff wages was approximately \$7,826.

Attachment – Presentation

Action – No action requested, informational only.

COMMUNITY INPUT ON POLICE SERVICES

NEWARK POLICE DEPARTMENT



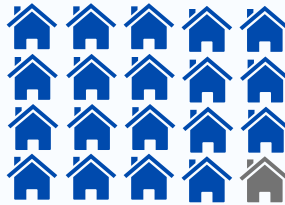
SURVEY DEMOGRAPHIC:



**382
PARTICIPANTS**

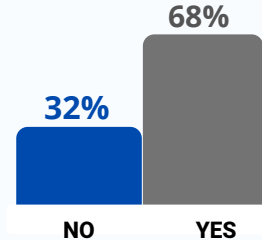
Check all that apply:

- I live in Newark
- I own a business(es) in Newark
- I work in Newark
- None of the above



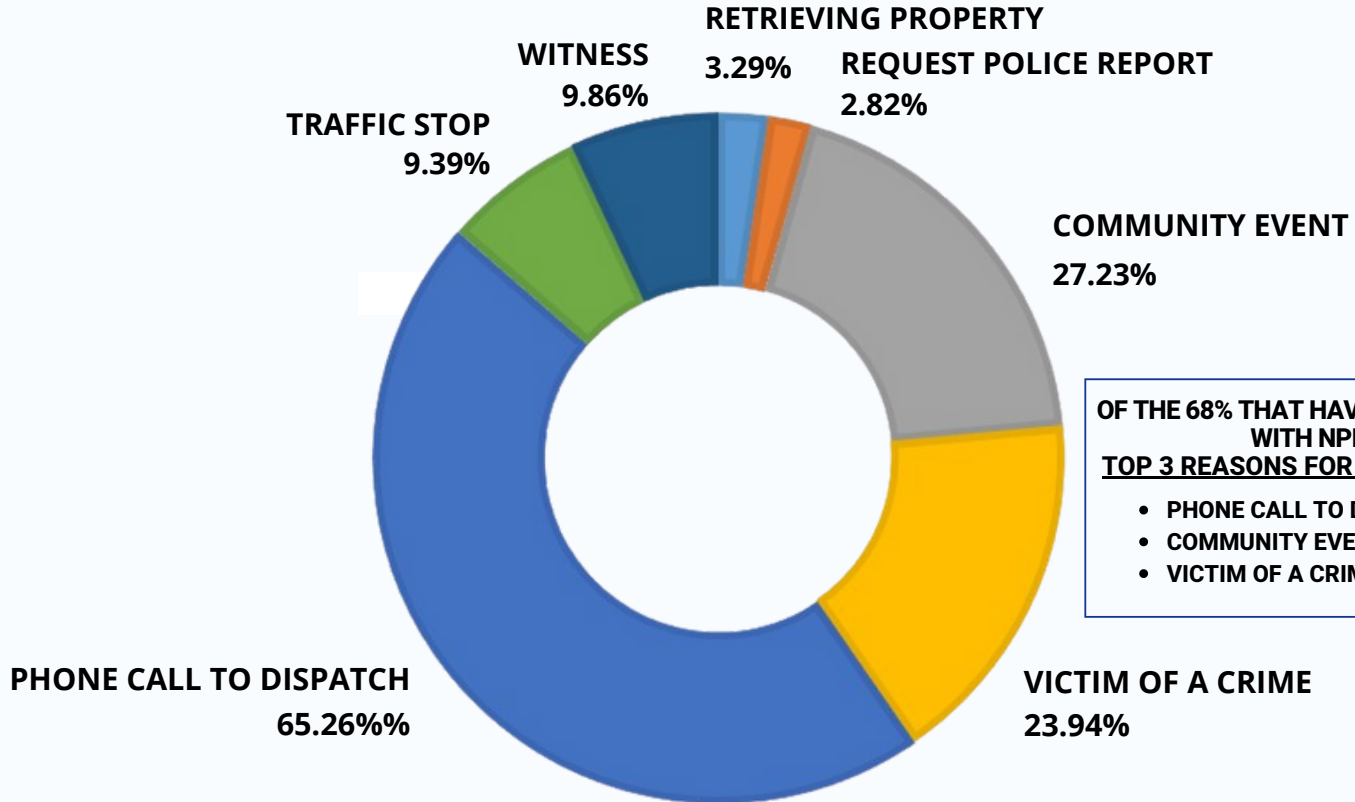
**97.91% of responses are from
Newark residents**

**Have you had contact with the Newark
Police Department in the past three
years?**



CONTACT WITH NPD WITHIN LAST 3 YEARS

(check all that apply)

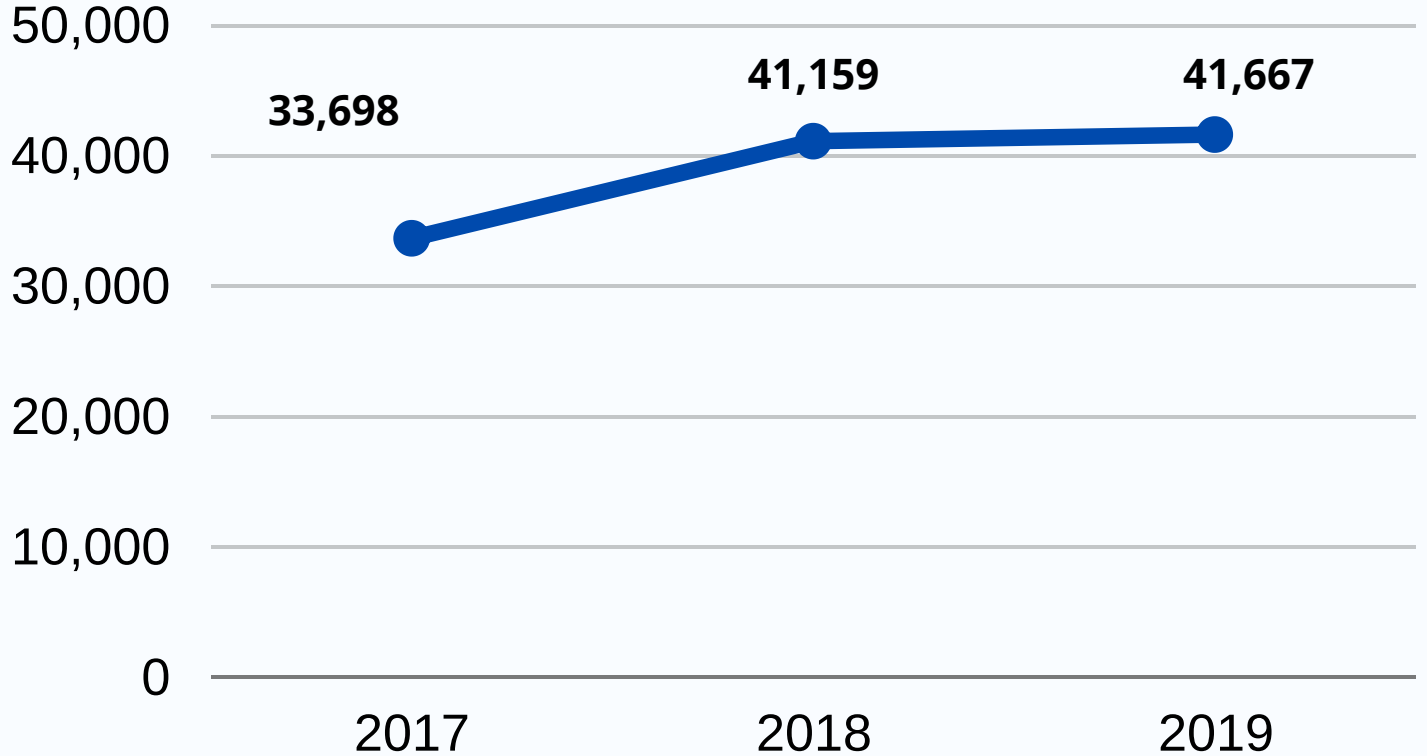


OF THE 68% THAT HAVE INTERACTED WITH NPD, TOP 3 REASONS FOR INTERACTION:

- PHONE CALL TO DISPATCH
- COMMUNITY EVENT
- VICTIM OF A CRIME

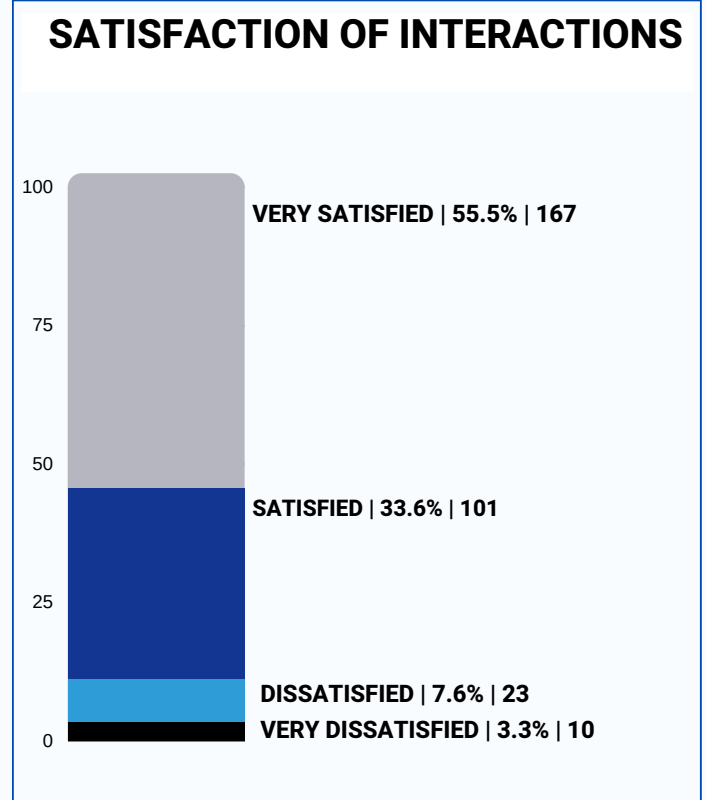
DISPATCH CALLS 2017 - 2019

(ACTUAL)



SERVICE FEEDBACK

HOW SATISFIED WERE YOU WITH OUR SERVICE?



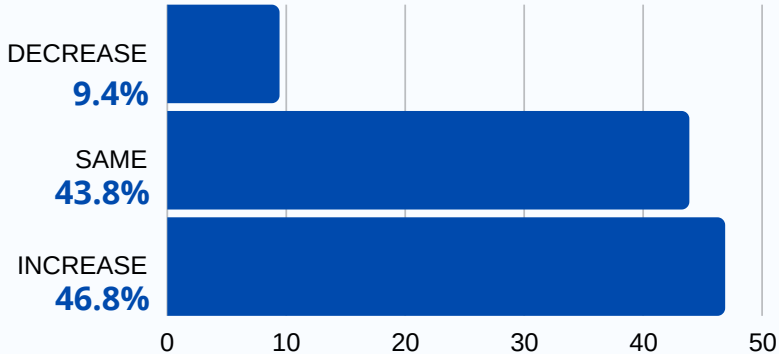
CRIME PERCEPTION

SELECT THE TWO AREAS YOU BELIEVE WE SHOULD HAVE OUR OFFICERS FOCUS THEIR EFFORTS:

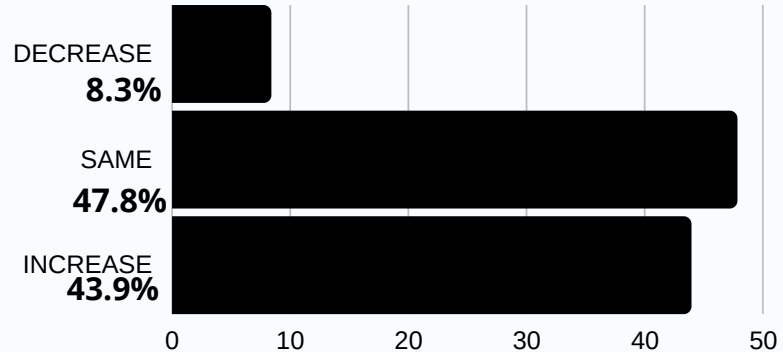
TOP 5 ANSWERS

- COMMUNITY POLICE ACTIVITY
- RESIDENTIAL BURGLARY
- AUTO BURGLARY + PREVENTION
- GANG PREVENTION
- TRAFFIC ENFORCEMENT

CRIME PERCEPTION OVER THE LAST 3 YEARS



CRIME PERCEPTION OVER THE LAST 12 MONTHS



SCHOOL RESOURCE OFFICER

PARENT OF
NUSD STUDENT



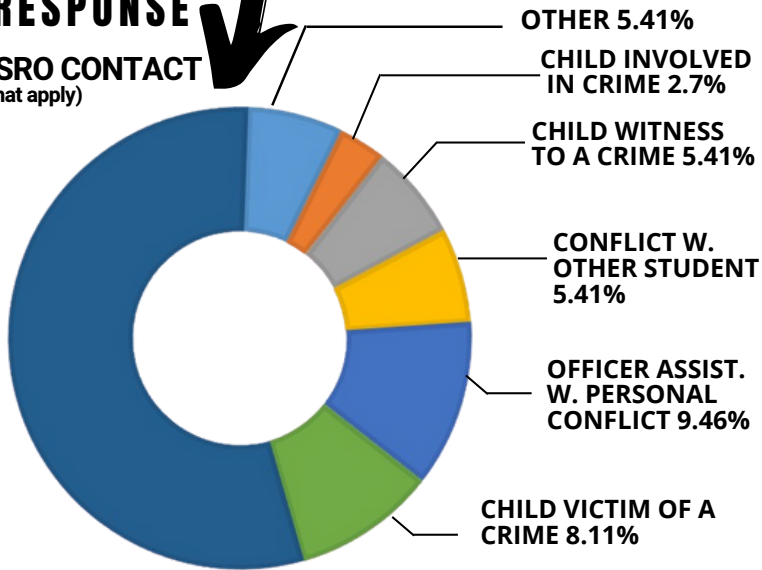
NOT PARENT: 80.85%

PARENT: 19.15%

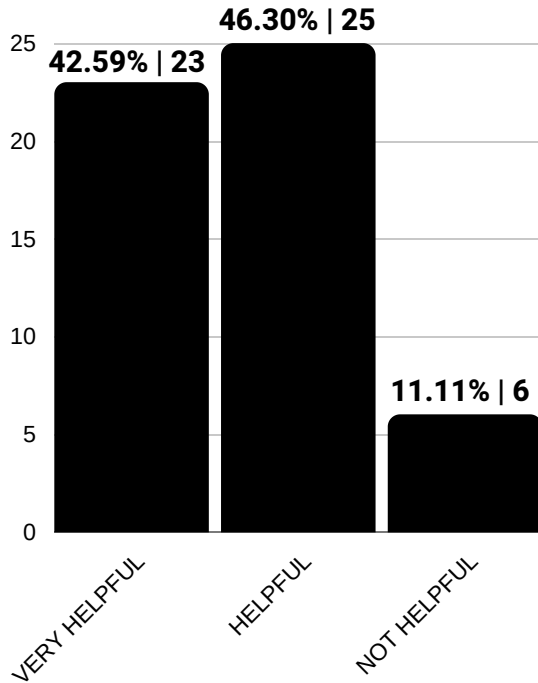
PARENT RESPONSE

NATURE OF SRO CONTACT

(Check all that apply)



SRO SERVICE FEEDBACK

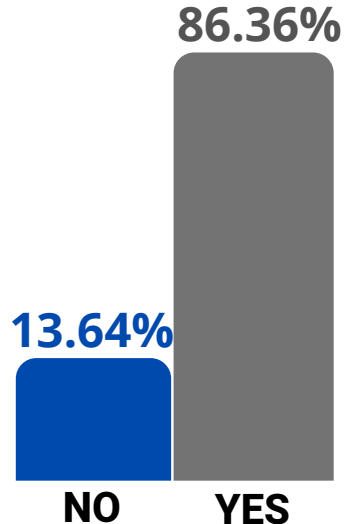


SCHOOL RESOURCE OFFICER

The role of the School Resource Officer at Newark Memorial High School is to support students, teachers and school staff, assist in resolving situations at a lower level and to protect students against violence on campus.

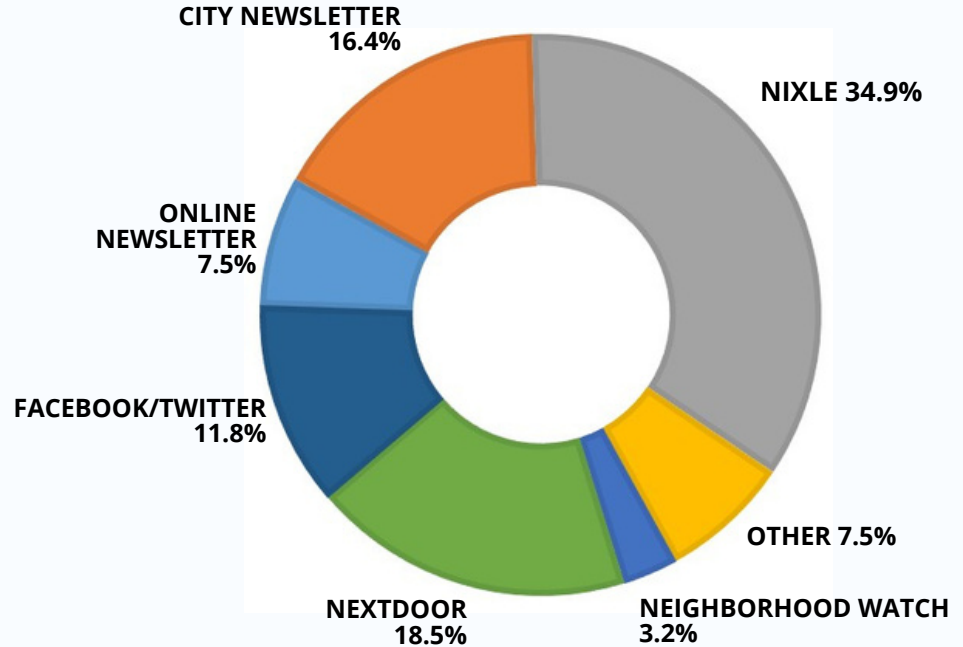
The School Resource Officer is entirely funded by the City and would be redeployed in another police capacity if not at the schools.

With that information in mind, would you support the continued presence of a School Resource Officer at Newark Memorial High School?



DEPARTMENT NOTIFICATIONS

HOW DO YOU PREFER TO RECEIVE NOTIFICATIONS FROM YOUR POLICE DEPARTMENT?



WANT TO LEARN MORE ABOUT NPD?

GENERAL LAW ENFORCEMENT INFO

- "DAY IN THE LIFE"
- DISPATCH
- HOW CRIMES ARE INVESTIGATED

TRAINING

- DE-ESCALATION
- DIVERSITY
- MENTAL HEALTH
- RACIAL PROFILING/IMPLICIT BIAS

COMMUNITY ENGAGEMENT

- NEIGHBORHOOD WATCH
- VOLUNTEER OPPORTUNITIES

CRIME PREVENTION

- COMBATTING DRUG ACTIVITY
- HOW TO IMPROVE SAFETY

CRIME

- DATA ON PATROL ACTIVITY
- FIREWORKS / TRAFFIC

FOCUS

- **CRIME PERCEPTION VS ACTUAL CRIME**

- Education campaign with safety tips + clarifying information
- Gang activity concerns - education
- Residential Burglary
 - Crime Prevention Through Environmental Design
 - Neighborhood walk throughs with verbal recommendations
 - Volunteer training so we can offer camera placement recommendations
- Vehicle Burglary Prevention
 - Increasing community awareness and partnerships
 - Education campaign -> phone notification technology, citywide mailer, social media ads, vinyl stickers, merchant watch outreach, digital sign boards
 - Procuring equipment and technology
 - Adding analytical capabilities
 - Utilizing directed multi-agency investigative resources
- Traffic
 - OTS Grant: DUI Check point, DUI saturation patrol, focus enforcement on primary collision factors, distracted driver patrols
 - Street racer training, increased patrol deployment, use of technology (i.e. social media)

FOCUS

- **INCREASE OPPORTUNITIES FOR POLICE AND COMMUNITY INTERACTION**

- More community events - even digital (try to include dispatch if possible)
 - Educational Events: Virtual Citizen's Police Academy,
 - Community Event: National Night Out, Coffee with a Cop, Newark Days
 - Prevention / Safety Event: Document Shred Event, Etch event, Bike rodeo (bicycle safety + etching), etc.

- **INCREASE INFORMATION**

- Highlight more patrol activities (i.e. arrests, citations, esp in relation to sideshow / fireworks / mail theft) - Include safety tips + officer training
- Increase education campaigns (i.e. Citizen Police Academy, Safety Tip Saturdays, Crime Blotter, etc)
- Podcast

QUESTIONS

NEWARK POLICE DEPARTMENT





City of Newark

MEMO

DATE: September 15, 2020
TO: City Council
FROM: Sheila Harrington, City Clerk
SUBJECT: Approval of Audited Demands for the City Council Meeting of September 24, 2020.

REGISTER OF AUDITED DEMANDS


US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
September 03, 2020	Page 1-4	1360 to 1404	Inclusive
September 10, 2020	Page 1-3	1405 to 1431	Inclusive



City of Newark

MEMO

DATE: September 15, 2020
TO: Sheila Harrington, City Clerk
FROM: Krysten Lee, Finance Director 
SUBJECT: Approval of Audited Demands for the City Council Meeting of September 24, 2020.

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

LIVE Newark CA LIVE
Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 09/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	09/03/2020	1360	Accounts Payable	AFLAC		1,246.76
	Invoice			Description		Amount
	029235		08/12/2020	SHORT TERM DISABILITY PREMIUM		1,246.76
Check	09/03/2020	1361	Accounts Payable	AIR EXCHANGE, INC.		776.47
	Invoice			Description		Amount
	91602799		08/12/2020	FIRE STATION 28 SERVICE		776.47
Check	09/03/2020	1362	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		906,134.42
	Invoice			Description		Amount
	2020-21-035		08/11/2020	CONTRACT FIRE SERVICES - 08/20		906,134.42
Check	09/03/2020	1363	Accounts Payable	BATTERY SYSTEMS INC		215.12
	Invoice			Description		Amount
	5761657		07/16/2020	BATTERIES		215.12
Check	09/03/2020	1364	Accounts Payable	BAY AREA BARRICADE SERVICE INC		351.20
	Invoice			Description		Amount
	0014149		07/16/2020	STREET SIGNS		351.20
Check	09/03/2020	1365	Accounts Payable	BEAR ELECTRICAL SOLUTIONS, INC.		3,907.00
	Invoice			Description		Amount
	11083		07/30/2020	STREET LIGHT RESPONSE		3,907.00
Check	09/03/2020	1366	Accounts Payable	JEREMY BECK		538.41
	Invoice			Description		Amount
	110519-060120EXP		11/05/2019	UNIFORM ALLOWANCE BECK FY 19-20		538.41
Check	09/03/2020	1367	Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE		10,050.43
	Invoice			Description		Amount
	200840		08/06/2020	KNOCKDOWN @ CEDAR AND BALENTINE		4,659.39
	200741		07/31/2020	JULY TRAFFIC SIGNAL CALLS		5,391.04
Check	09/03/2020	1368	Accounts Payable	LOS ANGELES COUNTY REGIONAL TRAINING CENTER		3,060.00
	Invoice			Description		Amount
	1427		07/10/2020	NON-POST PATROL TRAINING		3,060.00
Check	09/03/2020	1369	Accounts Payable	COMCAST		266.93
	Invoice			Description		Amount
	0828-092720PD		08/23/2020	CABLE SVCS 08/28/20-09/27/20		74.58
	0822-092120SIL		08/17/2020	MONTHLY CABLE SERVICE 08/22-09/21/20		192.35
Check	09/03/2020	1370	Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		3,284.96

Invoice	Date	Description	Amount
112-2007034	08/11/2020	AWS ACCESS FEES 20-21	3,284.96
09/03/2020	1371	Accounts Payable	70.00
09/03/2020	1371	CRIME SCENE CLEANERS INC	70.00
78645	08/19/2020	HAZARDOUS WASTE CLEAN UP 08/19/20	70.00
09/03/2020	1372	Accounts Payable	17,237.93
09/03/2020	1372	DELTA DENTAL	17,237.93
BE004083939	09/01/2020	DENTAL PREMIUM - SEPT'20	17,237.93
09/03/2020	1373	Accounts Payable	248.28
09/03/2020	1373	DELTA DENTAL INSURANCE COMPANY	248.28
BE004082073	09/01/2020	DENTAL PREMIUM - SEPT'20	248.28
09/03/2020	1374	Accounts Payable	210.00
09/03/2020	1374	DUKE DE LEON	210.00
4141	07/24/2020	FILMING, VIDEO-TAPING, AND RUNNING VIDEO BOARD	210.00
09/03/2020	1375	Accounts Payable	1,705.24
09/03/2020	1375	EWING IRRIGATION PRODUCTS INC.	1,705.24
12044814	07/06/2020	PARK SUPPLIES	172.29
12383639	08/14/2020	LANDSCAPE TUBES	1,057.45
12383658	08/14/2020	REPAIR KIT	194.82
12426546	08/20/2020	LANDSCAPE TUBING	280.68
09/03/2020	1376	Accounts Payable	13.75
09/03/2020	1376	FEDEX	13.75
7-100-35646	08/21/2020	PACKAGE DELIVERY 08/07/20	13.75
09/03/2020	1377	Accounts Payable	2,399.24
09/03/2020	1377	FIDELITY SECURITY LIFE INSURANCE/EYEMED	2,399.24
164459799	09/03/2020	VISION PREMIUM - SEPT'20	2,399.24
09/03/2020	1378	Accounts Payable	80.00
09/03/2020	1378	FIRST BAPTIST CHURCH	80.00
PR083120	09/03/2020	DONATION - 08/20	80.00
09/03/2020	1379	Accounts Payable	1,900.91
09/03/2020	1379	FOLGERGRAPHICS, INC	1,900.91
127027	08/10/2020	FALL ACTIVITIES POSTCARD	1,900.91
09/03/2020	1380	Accounts Payable	845.22
09/03/2020	1380	FRANK BONETTI PLUMBING INC	845.22
63878	07/17/2020	BONETTI-WATER HEATER SERVICE CALL	845.22
09/03/2020	1381	Accounts Payable	264,029.00
09/03/2020	1381	LAWCX	264,029.00
LAWCX2021-0018	07/03/2020	EXCESS WORKERS COMPENSATION PREMIUMS	264,029.00
09/03/2020	1382	Accounts Payable	405.00
09/03/2020	1382	NATIONAL DATA & SURVEYING SERVICES,	405.00
20-8106	07/17/2020	STREET SURVEY CEDAR BLVD	135.00
20-080108	08/13/2020	STREET SURVEY - HARBOR LIGHT & SPRING TIDE	270.00
09/03/2020	1383	Accounts Payable	500.00
09/03/2020	1383	NEWMARK UNIFIED SCHOOL DISTRICT/CHILD NUTRITION AVR	500.00

Check	ICN21-00002	08/21/2020	CAMP NEWARK LUNCHES FROM NUSD	500.00
	09/03/2020	1384 Accounts Payable	PACIFIC GAS & ELECTRIC	65,856.07
	Invoice	Date	Description	Amount
Check	0552-072820	07/28/2020	ELECTRICAL CHARGES FOR TRAFFIC LIGHTS	65.03
	7786-082020	08/20/2020	ELECTRICAL CHARGES FOR STREET LIGHTS	63,526.58
	7460-081020	08/10/2020	ELECTRICAL CHARGES FOR TRAFFIC LIGHTS	2,264.46
	09/03/2020	1385 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	14,889.01
	Invoice	Date	Description	Amount
Check	3250	08/05/2020	JULY PLAN REVIEW SERVICES	14,889.01
	09/03/2020	1386 Accounts Payable	PERFORMANCE PEST MANAGEMENT	861.00
	Invoice	Date	Description	Amount
	52117	08/13/2020	PEST SERVICE-VB COMMUNITY CENTER #102704	270.00
	52109	08/13/2020	PEST SERVICE-FIRE STATION 1 #102707	80.00
	52322	08/13/2020	PEST SERVICE- FIRE STATION 2 #102709	75.00
	52277	08/13/2020	PEST SERVICE-FIRE STATION 3 #102701	77.00
	52323	08/13/2020	PEST SERVICE-COMMUNITY #102700	75.00
	52280	08/06/2020	PEST SERVICE-SILLIMAN #102710	142.00
	52281	08/13/2020	PEST SERVICE-SILLIMAN #102710	142.00
	09/03/2020	1387 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS	333.75
	Invoice	Date	Description	Amount
Check	072020101	08/11/2020	PARKING CITATION PROGRAM 20-21	333.75
	09/03/2020	1388 Accounts Payable	E-IKON, LLC.	4,760.00
	Invoice	Date	Description	Amount
Check	334	08/03/2020	IT CONSULTING SERVICES	4,760.00
	09/03/2020	1389 Accounts Payable	PROVIDENT LIFE & ACCIDENT INSURANCE	261.24
	Invoice	Date	Description	Amount
Check	PR083120	08/19/2020	PAYROLL PREMIUM - E0246926	261.24
	09/03/2020	1390 Accounts Payable	QUADIANT FINANCE USA, INC.	0.15
	Invoice	Date	Description	Amount
Check	4857-081620	08/16/2020	NEOPOST POSTAGE	0.15
	09/03/2020	1391 Accounts Payable	RHOADES PLANNING GROUP, INC.	10,977.50
	Invoice	Date	Description	Amount
Check	18-07-26	06/14/2020	OLD TOWN SPECIFIC PLAN	10,977.50
	09/03/2020	1392 Accounts Payable	SPOSETO ENGINEERING	1,460.63
	Invoice	Date	Description	Amount
Check	3	09/01/2020	NEWARK BARRIER DESIGN SERVICES	1,460.63
	09/03/2020	1393 Accounts Payable	STATE OF CALIFORNIA	250.00
	Invoice	Date	Description	Amount
Check	PR083120-8625	09/03/2020	PAYROLL DEDUCTION - GARNISHMENT	250.00
	09/03/2020	1394 Accounts Payable	SUN RIDGE SYSTEMS INC	60,193.00
	Invoice	Date	Description	Amount
Check	6251	08/24/2020	CAD MAINTENANCE AGREEMENT 20-21	60,193.00
	09/03/2020	1395 Accounts Payable	THYSSENKRUPP ELEVATOR CORPORATION	4,049.33
	Invoice	Date	Description	Amount
Check	3005356814	07/01/2020	ELEVATOR MAINTENANCE	4,049.33
	09/03/2020	1396 Accounts Payable	TURF STAR, INC.	443.93

Invoice	Date	Description	Amount
7127045-00	07/09/2020	TIRES	443.93
09/03/2020	1397 Accounts Payable	TYLER TECHNOLOGIES, INC.	4,600.00
Invoice	Date	Description	Amount
045-311210	07/27/2020	ERP IMPLEMENTATION - FORM PROCESS, LIBRARY/FIN, LIBRARY/GEN BILL	4,600.00
09/03/2020	1398 Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NV	2,260.25
Invoice	Date	Description	Amount
122155DIG20	08/14/2020	ANNUAL UNDERGROUND SERVICE ALERT CA STATE FEE	2,260.25
09/03/2020	1399 Accounts Payable	UNITED SITE SERVICES	386.22
Invoice	Date	Description	Amount
114-10650087	07/16/2020	USS PD WASH STATION	193.11
114-10811076	08/19/2020	USS PD WASH STATION	193.11
09/03/2020	1400 Accounts Payable	VERIZON WIRELESS	456.12
Invoice	Date	Description	Amount
9860423247	08/10/2020	IPAD CELL SERVICES JULY 11-AUGUST 10TH	456.12
09/03/2020	1401 Accounts Payable	VERIZON WIRELESS	3,823.89
Invoice	Date	Description	Amount
9860993331	08/18/2020	IPHONE SVC 07/19/20-08/18/20	3,823.89
09/03/2020	1402 Accounts Payable	LEASECOMM CORPORATION	39.00
Invoice	Date	Description	Amount
199692	08/28/2020	BUSINESS LICENSE REFUND	39.00
09/03/2020	1403 Accounts Payable	PATEL , NIPA	59.50
Invoice	Date	Description	Amount
614378	09/01/2020	CUSTOMER IS MOVING OUT OF THE AREA	59.50
09/03/2020	1404 Accounts Payable	YANG , ASHLEY	56.50
Invoice	Date	Description	Amount
614394	09/02/2020	REFUND FOR CANCELLED PROGRAMS DUE TO CORONA VIRUS	56.50

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 45 \$1,395,493.36

Checks: 45 \$1,395,493.36

LIVE Newark CA LIVE
Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	09/10/2020	1405	Accounts Payable	ABC FIRE PROTECTION, INC.		95.85
	Invoice			Description		Amount
	54571		08/05/2020	ABC MAINTENANCE		95.85
Check	09/10/2020	1406	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		350.00
	Invoice			Description		Amount
	290131-0820-6536		08/21/2020	RANGE FEES 08/21/20		350.00
Check	09/10/2020	1407	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		107,952.76
	Invoice			Description		Amount
	090820		09/04/2020	ACWD WATER		107,952.76
Check	09/10/2020	1408	Accounts Payable	AT&T		600.18
	Invoice			Description		Amount
	1027-070720		07/07/2020	WAN 070720 BILL ACCT# 1027		80.92
	4367-070720		07/07/2020	WAN 070720 BILL ACCT# 4367		33.03
	2300-080120		08/01/2020	WAN 080120 BILL ACCT# 2300		372.28
	1027-080720		08/07/2020	WAN 080720 BILL ACCT# 1027		80.92
	4367-080720		08/07/2020	WAN 080720 BILL ACCT# 4367		33.03
Check	09/10/2020	1409	Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		2,461.35
	Invoice			Description		Amount
	1542106		08/17/2020	TI2019-0068 FINAL 10%		246.31
	1542107		08/17/2020	MFD2019-0060 FINAL 10%		131.25
	1542105		08/17/2020	TI2019-0059 FINAL 10%		30.60
	1542104		08/17/2020	COM2019-0012		668.23
	1542102		08/17/2020	COM2019-0011 FINAL 10%		681.07
	1542101		08/17/2020	COM2019-0010 FINAL 10%		703.89
Check	09/10/2020	1410	Accounts Payable	CEL CONSULTING, INC.		1,375.58
	Invoice			Description		Amount
	177656		08/21/2020	CIVIC CENTER SPECIAL INSPECTIONS		1,375.58
Check	09/10/2020	1411	Accounts Payable	CENTRAL VETERINARY HOSPITAL		89.75
	Invoice			Description		Amount
	448781		08/18/2020	VET SVCS JULY 2020		89.75
Check	09/10/2020	1412	Accounts Payable	CITY OF FREMONT		163,007.53

Invoice	Date	Description	Amount
315350	08/31/2020	JULY 2019 - JUNE 2020 PARATRANSIT SERVICES(PO 72315)	163,007.53
09/10/2020	1413 Accounts Payable	DALE HARDWARE	55.64
Invoice	Date	Description	Amount
JULY'20	07/25/2020	DALE SILLIMAN AND PARKS SUPPLIES	55.64
09/10/2020	1414 Accounts Payable	ELIZABETH DANSIE, M.A., M.F.C.C.	11,100.00
Invoice	Date	Description	Amount
2021A-105	07/01/2020	PSYCHOLOGICAL SERVICES ANNUAL CONTRACT 20-21	11,100.00
09/10/2020	1415 Accounts Payable	FREMONT RUBBER STAMP CO INC	121.17
Invoice	Date	Description	Amount
167805	08/17/2020	NEW REFUND GL STAMPS FOR REC DEPARTMENT	121.17
09/10/2020	1416 Accounts Payable	JOHN HERSHEL	245.78
Invoice	Date	Description	Amount
081520EXP	08/31/2020	BOOT REIMBURSEMENT PER NAME MOU	245.78
09/10/2020	1417 Accounts Payable	HILLYARD / SAN FRANCISCO	462.32
Invoice	Date	Description	Amount
604008320	08/19/2020	SILLIMAN SUPPLIES	22.60
604008319	08/19/2020	SILLIMAN JANITORIAL SUPPLIES	403.22
604008321	08/19/2020	SILLIMAN JANITORIAL SUPPLIES	36.50
09/10/2020	1418 Accounts Payable	LIFE ELDERCARE	7,000.00
Invoice	Date	Description	Amount
2020	07/24/2020	FY 19/20 MEALS ON WHEELS (PO # 72314)	7,000.00
09/10/2020	1419 Accounts Payable	LYNN PEAVEY COMPANY	133.71
Invoice	Date	Description	Amount
372381	08/18/2020	EVIDENCE SUPPLIES 20-21	133.71
09/10/2020	1420 Accounts Payable	METLIFE SBC	1,227.90
Invoice	Date	Description	Amount
PR083120	08/14/2020	LONG TERM DISABILITY PREMIUM	1,227.90
09/10/2020	1421 Accounts Payable	MISSION LINEN SUPPLY - UNIFORM	1,928.83
Invoice	Date	Description	Amount
AUG'20	09/01/2020	MISSION LINEN UNIFORM/TOWELS	1,928.83
09/10/2020	1422 Accounts Payable	PERFORMANCE PEST MANAGEMENT	219.00
Invoice	Date	Description	Amount
52278	08/21/2020	PEST SERVICE-FIRE STATION 3 #102701	77.00
52282	08/21/2020	PEST SERVICE-SILLIMAN #102710	142.00
09/10/2020	1423 Accounts Payable	E-IKON, LLC.	7,980.00
Invoice	Date	Description	Amount
340	09/01/2020	IT CONSULTING SERVICES	7,980.00
09/10/2020	1424 Accounts Payable	T-MOBILE	1,092.38
Invoice	Date	Description	Amount

Check	Invoice	Date	Description	Amount
	963858549-082120	08/21/2020	T-MOBILE AUGUST STATEMENT	1,092.38
	09/10/2020	1425 Accounts Payable	THE LEW EDWARDS GROUP	12,000.00
	004	07/31/2020	MATERIALS FOR 7/23 COUNCIL MTG., PROVIDED PRESS RELEASE, FACILIT	6,000.00
	005	08/31/2020	PROVIDED INPUT ON MEDIA INQUIRIES, FACILITATED 8/5 AND 8/19 PLAN	6,000.00
	09/10/2020	1426 Accounts Payable	TYLER TECHNOLOGIES, INC.	115,463.00
	045-309494	08/01/2020	SUPPORT & UPDATE LICENSING	57,403.00
	045-311595	07/31/2020	ERP IMPLEMENTATION - TOTAL TYLER SOFTWARE	54,700.00
	045-311752	07/31/2020	ERP IMPLEMENTATION - FM, HR, ESUITE 07/28-07/31/20	3,360.00
	09/10/2020	1427 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS	30,601.86
	082420TMT	08/24/2020	CC PAYMENT 08/24/20	30,601.86
	09/10/2020	1428 Accounts Payable	V5 SYSTEMS, INC.	643.68
	SUB00056	08/19/2020	CAMERA SURVEILLANCE MAINTENANCE AUG 2020	643.68
	09/10/2020	1429 Accounts Payable	VERIZON WIRELESS	3,041.62
	9860993330	08/18/2020	VERIZON AUGUST STATEMENT	3,041.62
	09/10/2020	1430 Accounts Payable	NANTUCKET COVE HOMEOWNERS ASSOCIATION	100.00
	614395	09/02/2020	REFUND DUE TO SIP	100.00
	09/10/2020	1431 Accounts Payable	RIVERA , LOU	1,010.00
	613783	07/22/2020	COVID-19 SIP COURT RESERVATION REFUND FOR	1,010.00

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 27 \$470,359.89

Checks: 27 \$470,359.89



CITY OF NEWARK

CITY COUNCIL

City Administration Building, City Council Chambers

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

MINUTES

Special Meeting

Wednesday, September 2, 2020

5:30 P.M.

A. ROLL CALL

Mayor Nagy called the meeting to order at 5:30 p.m. Present were Council Members Hannon, Collazo, Freitas, and Bucci. The City Council participated via virtual teleconference.

B. CITY MANAGER REPORT

B.1 Confirmation of the continued existence of a local emergency due to COVID-19. RESOLUTION NO. 11,111

City Manager Benoun stated that the COVID-19 local emergency continues to exist. As of September 2, 2020, the COVID-19 reported cases in Alameda County were 18,695 and 495 in the City of Newark. He highlighted local efforts such as food distribution, Camp Newark for daycare, and the Community Stakeholder Meetings which has distributed COVID-19 materials such as hand sanitizer and face masks to various families in Newark.

No one from the public requested to speak.

In response to Council Member Hannon, City Manager Benoun stated that staff was analyzing the CARES Act funding and would return at a future meeting with a recommendation for the City Council.

Council Member Collazo moved, Council Member Bucci seconded to, by resolution, confirm the continued existence of the local emergency due to COVID-19. The motion passed 5 AYES.

ADJOURNMENT

Mayor Nagy adjourned the meeting at 5:53 p.m.



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MINUTES

Thursday, September 10, 2020

7:00 P.M.

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:15 p.m. Present were Council Members Hannon, Collazo, and Freitas. Council Member Bucci was noted absent. The City Council participated via teleconference.

B. PRESENTATIONS

B.1 Proclaiming September 19-20, 2020, as Virtual Newark Days.

Mayor Nagy read the proclamation aloud. He noted that Newark Days Chair Sisk had technical difficulties preventing her from joining the meeting at this time.

C. PUBLIC COMMENT

No one from the public requested to speak.

D. CONSENT CALENDAR

Council Member Hannon requested the removal of items D.3 and D.11 for separate discussion.

Council Member Freitas moved, Council Member Collazo seconded, to approve Consent Calendar Items D.1, D.2, D.4 through D.10, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 4 AYES, 1 ABSENT (Bucci).

D.1 Approval of Register of Audited Demands.

- D.2 Approval of Minutes – July 23, 2020.**
- D.4 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8462 – Pomegranate (D.R. Horton Bay, Inc.), a 21-lot residential subdivision at 6179 Robertson Avenue. RESOLUTION NO. 11112, CONTRACT NO. C20053**
- D.5 Report on administrative actions during August recess. MOTION APPROVED**
- D.6 Authorizing the City Manager to execute a Side Letter between the City of Newark and the Newark Police Association (NPA) to clarify and expand provisions related to acting pay. RESOLUTION NO. 11113**
- D.7 Authorization for the City Manager to negotiate and enter into an agreement with Watson Consoles in the not-to-exceed amount of \$64,000 for the procurement and installation of three emergency communications console/dispatch workstations in the new Police Department building for the New Civic Center, Project 1188. RESOLUTION NO. 11114, CONTRACT NO. C20054**
- D.8 Authorization for the City Manager to negotiate and enter into an agreement with Systems & Space, Inc. in the amount of \$335,000 for the procurement and installation of high density storage and other ancillary storage solutions in the new City Hall and Police Department buildings for the New Civic Center, Project 1188. RESOLUTION NO. 11115, CONTRACT NO. C20055**
- D.9 Authorization for the City Manager to negotiate and enter into an agreement with KBM-Hogue in the not-to-exceed amount of \$998,000 for the procurement and installation of general office furniture and Council Chambers seating in the new City Hall and Police Department buildings for the New Civic Center, Project 1188. RESOLUTION NO. 11116, CONTRACT NO. C0056**
- D.10 Introduction of an ordinance adding Chapter 15.55 to Title 15 of the Newark Municipal Code setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 (AB1236) and introduction of an ordinance amending Chapter 15.09 (California Residential Code) and Chapter 15.21 (California Existing Building Code) of Title 15 of the Newark Municipal Code and scheduling a public hearing. ORDINANCES-2 INTRODUCED**

PULLED FOR SEPARATE CONSIDERATION

D.3 Acceptance of work with MCK Services, Inc. for the Thornton Avenue Pavement Rehabilitation, Federal Project No. RSTPL-532-17(16), City Project 1189. RESOLUTION NO. 11117, CONTRACT NO. 20057

Council Member Hannon complimented staff.

No one from the public requested to speak.

Council Member Hannon moved, Council Member Collazo seconded to by resolution, accept the work with MCK Services Inc. for the Thornton Avenue Pavement Rehabilitation, Federal Project No. RSTPL-532-17(16), City Project 1189. The motion passed, 4 AYES, 1 ABSENT (Bucci).

D.11 Authorization to accept the Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) grants through the State of California Office of Traffic Safety (OTS) and amend the 2020-2022 Biennial Budget. RESOLUTION NO. 11118

Council Member Hannon complimented staff.

No one from the public requested to speak.

Council Member Hannon moved, Council Member Freitas seconded to by resolution, authorize the acceptance of the State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) grants and amend the 2020-2022 Biennial Budget. The motion passed, 4 AYES, 1 ABSENT (Bucci).

Newark Days Committee Chair Shirley Sisk joined the meeting at this time. She stated that Newark Days would be celebrated virtually and highlighted the various events.

E. PUBLIC HEARINGS

F. OTHER BUSINESS

G. CITY COUNCIL MATTERS

Mayor Nagy thanked staff for their work and keeping the City moving forward. He stated that the new Civic Center buildings were expected to be open by the Spring of 2021.

Council Member Freitas wished the City a happy 65th birthday. He noted that annual Blue Mass would not be held on September 11 due to the COVID-19 pandemic. He complimented Public Works Director Fajeau on the new safety barrier installed at Newark Boulevard and Dairy Avenue.

Council Member Collazo stated that she received a compliment from the member of the public that the City is doing a great job. She encouraged people to check in on their elderly neighbors and family. She said to stay safe and shop Newark.

Council Member Hannon encouraged people to give what they could to local nonprofits.

H. CLOSED SESSION

I. ADJOURNMENT

Mayor Nagy adjourned the meeting at 7:42 p.m.

D.3 Second Reading and adoption of an ordinance adding Chapter 15.55 to Title 15 of the Newark Municipal Code setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 (AB1236) – from Interim City Attorney Kokotaylo and Public Works Director Fajeau. (ORDINANCE)

Background/Discussion – The City of Newark continues to be highly supportive of the use of fuel-efficient electric vehicles and there are many charging stations located in various commercial areas of the City. The State of California adopted Assembly Bill 1236 which amended Government Code Section 65850.7 to require jurisdictions with a population of less than 200,000 residents to establish procedures for an expedited, streamlined process for permitting of electric vehicle charging stations. Although the City has an informal expedited review process already in place, it is necessary to formalize this process with the addition of Chapter 15.55 to Title 15 of the Newark Municipal Code specifically for electric vehicle charging stations.

At the September 10, 2020 City Council meeting, an ordinance was introduced adding Chapter 15.55 to Title 15 of the Newark Municipal Code to set forth an expedited, streamlined permitting process for electric vehicle charging stations. A second reading of the ordinance is required before it may be adopted.

Attachments – Ordinance

Action – Staff recommends that the City Council waive further reading and adopt by title only an ordinance adding Chapter 15.55 to Title 15 of the Newark Municipal Code setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 (AB1236).

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF NEWARK ADDING CHAPTER 15.55 (EXPEDITED STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS) TO TITLE 15 (BUILDINGS AND CONSTRUCTION), ARTICLE II (MISCELLANEOUS REGULATIONS) OF THE NEWARK MUNICIPAL CODE TO PROVIDE FOR AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the State of California and the City of Newark desire to promote and encourage the use of fuel-efficient electric vehicles; and

WHEREAS, on October 8, 2015, Governor Jerry Brown signed AB 1236, amending Government Code section 65850.7, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council of the City of Newark seeks to implement AB 1236 through the creation of an expedited, streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council of the City of Newark finds that it is in the interest of the health, welfare, and safety of the public to provide an expedited, streamlined permitting process to encourage and facilitate the convenient development of electric vehicle charging stations.

NOW THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1. Recitals. The above recitals are true and correct and made a part of this Ordinance.

Section 2. California Environmental Quality Act (CEQA). This Ordinance is exempt from CEQA based on sections 15378 and 15061(b)(3) of the State CEQA Guidelines, because it has no potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment. This Ordinance is a text amendment involving the adoption of regulations to expedite and streamline permitting for electric vehicle charging stations; thus, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 3. Findings. The City Council makes the following findings in support approving this Ordinance, based on the whole of the record before it.

1. The City has a substantial interest in complying with Government Code 65850.7 by creating an expedited, streamlined permitting process for Electric Vehicle Charging Stations.
2. The amendments are consistent with the City's efforts to promote and encourage the use of Zero-Emission Vehicles

Section 4. Approval. The City Council hereby approves the amendments to the Municipal Code, more specifically, adding Chapter 15.55, as shown in attached Exhibit A, which is incorporated herein by reference and available for review in the City Clerk's office during normal business hours

Section 5. Severability. If 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. To this end, provisions of this Ordinance are severable. The City Council 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.

Section 6. Publication and effective date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Newark, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

EXHIBIT A

CHAPTER 15.55 EXPEDITED STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATION

- 15.55.010 Intent and purpose.
- 15.55.020 Definitions.
- 15.55.030 Expedited permitting process.
- 15.55.040 Permit application process.
- 15.55.050 Technical review.
- 15.55.060 Electric vehicle charging station installation requirements.
- 15.55.070 Fees

15.55.010 Intent and purpose.

The purpose of this chapter is to adopt an expedited, streamlined permitting process for electric vehicle charging stations that complies with AB 1236 (Chapter 598, Statutes 2015, California Government Code Section 65850.7) to achieve timely and cost-effective installations of electric vehicle charging stations. This chapter allows the city to achieve these goals while protecting the public health and safety.

15.55.020 Definitions.

For the purpose of carrying out the intent of this chapter, the terms in this chapter have the meaning set forth below:

- A. “Electric vehicle charging station” or “charging station” shall mean any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this chapter, and delivers electricity from a source outside an electrical vehicle into a plug-in electric vehicle.
- B. “Building Official” shall mean the Building Official for Newark or the Building Official’s designee.
- C. “City” shall mean the City of Newark.
- D. “Electronic submittal” shall mean the utilization of one or more of the following:
 - 1. Email
 - 2. The Internet
 - 3. Facsimile

- E. “Expedited permitting process” or “expedited review” shall mean the process outlined in Section 15.55.030 for permit review and inspection requirements.
- F. “Specific adverse impact” shall mean a significant, quantifiable, direct and unavoidable impact, based on objective, identified and written public health or safety standards, policies or conditions as they existed on the date the application was deemed complete.

15.55.030 Expedited permitting process.

The Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The City's adopted checklist shall be published on the City's website and shall be accessible to the public.

15.55.040 Permit application processing.

A. The applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Documentation required to be submitted by the applicant includes but is not limited to: identifying electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; charging station equipment location and vehicle parking.

B. The Building Official shall allow for electronic submittal of permit applications covered by this article and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by applicant.

C. A permit application that satisfies the information/documentation requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the City's adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits.

D. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

E. Application approval / permit issuance does not authorize an applicant to energize or utilize the electric vehicle charging station, unless and until an inspection is performed and approval is granted by the City and the utility carrier as necessary.

F. Inspections shall be required. When an inspection is requested, the inspection shall be done in an efficient and timely manner. Inspections shall verify safety requirements and ensure that the electric vehicle charging stations are properly installed and in compliance with Code and the approved plans. If the electric vehicle charging station fails the initial inspection, a subsequent inspection may be required.

15.55.050 Technical review.

A. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this chapter, the City may require the applicant to apply for a Use Permit.

B. In the technical review of an electric vehicle charging station, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.55.060 Electric vehicle charging station installation.

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

15.55.070 Fees.

The City Council may establish by resolution the fees that shall be charged for permits issued under this chapter.

D.4 Amendment to the Conflict of Interest Code for Nonelected Officials and Designated Employees – from City Clerk Harrington. (RESOLUTION)

Background/Discussion – The Political Reform Act of 1974 requires local government agencies to review its Conflict of Interest Code biennially. The Conflict of Interest Code lists each employee position that makes or participates in the making of governmental decisions. Employees in these positions are identified as “designated employees.” Consultants that make or participate in making governmental decisions on behalf of the City must also file disclosure forms.

The review has been completed and there is a need to amend Appendix A, Designated Positions and Disclosure Categories, because of organizational changes that have occurred since the 2018 review. Appendix A to the Code shows the recommended changes with strikeout formatting for deletions and underscore formatting for additions.

Attachments – Resolution, Appendix A

Action - It is recommended that the City Council, by resolution, amend the City’s Conflict of Interest Code for Nonelected Officials and Designated Employees.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING THE CONFLICT OF INTEREST CODE
OF NONELECTED OFFICIALS AND DESIGNATED
EMPLOYEES OF THE CITY OF NEWARK

WHEREAS, the Political Reform Act, Government Code Section 87306.5, requires local government agencies to review their Conflict of Interest Codes biennially and, if a change in the Conflict of Interest Code is necessitated by changed circumstances, to prepare and submit an amended Conflict of Interest Code to the City Council; and

WHEREAS, the nonelected officials and designated employees of the City of Newark have reviewed their Conflict of Interest Code and find that there is a need to amend Appendix A, Designated Positions and Disclosure Categories;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby amend the Conflict of Interest Code of the Nonelected Officials and Designated Employees of the City of Newark.

RECREATION AND COMMUNITY SERVICES

Senior Administrative Analyst	1, 2, 5, 7
Recreation & Community Services Dir.	1, 2, 3, 4, 5, 6, 7, 8
Recreation Supervisor	1, 2, 5, 7
Senior Recreation Supervisor	1, 2, 5, 7

CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

The following positions are not covered by the code because they must file under Government Code Section 87200 and are listed for informational purposes only:

- City Attorney
- City Council Members
- City Manager
- City Treasurer
- Mayor
- Planning Commissioners

D.5 Initiation of proceedings for annexation of Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 order and approval of the preliminary Engineer’s Report, declaration of intention to order annexation of Tract 8459 to the assessment district, and setting of public hearing date on November 12, 2020 – from Senior Civil Engineer Cangco. (RESOLUTIONS-2)

Background/Discussion – On December 13, 2016 the City Council approved the formation of Landscaping and Lighting District No. 19 (Resolution No. 10,585), located to the west of Willow Street between Seawind Way and Central Avenue. Trumark Homes, developer of Tract 8459 – Compass Bay, located east of Hickory Street between Seawind Way and Enterprise Drive, has submitted a petition requesting annexation to Landscaping and Lighting District No. 19.

Because the landscaping and lighting improvements associated with Tract 8459 will provide a different level of service and benefit to the parcels within Tract 8459 than to the parcels currently within Landscaping and Lighting District No. 19, it is recommended that Tract 8459 annex to, or join, Landscaping and Lighting District No. 19 as “Zone 6 – Compass Bay” to differentiate it from the existing zones listed below:

- Zone 1 – Bayshores
- Zone 2 – Lighthouse
- Zone 3 – Senior Housing
- Zone 4 – Glass Bay
- Zone 5 – Bridgeway

A separate assessment rate is calculated for each zone based on the distinct level of service and special benefit provided to each zone by the landscaping and lighting improvements within Landscaping and Lighting District No. 19.

A preliminary Engineer’s Report has been prepared and is attached for City Council review. The annexation of Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 is recommended for consideration by the City Council at a Public Hearing on November 12, 2020. Approval of the preliminary Engineer’s Report and adoption of a Resolution would start the required 45-day noticing period for the Public Hearing.

The Landscaping and Lighting Act of 1972 allows local government to finance the costs and expenses of landscaping and lighting of public areas. Annexation of Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 would provide for:

- I. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the median islands and traffic circle at the intersection of Hickory Street and Seawind Way;
- II. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the median islands and traffic circle at the intersection of Hickory Street and Enterprise Drive;

- III. The maintenance of the landscaping and landscape irrigation system within the center median on Enterprise Drive;
- IV. The maintenance of street lighting system along the following public street frontages: Seawind Way, Hickory Street, Enterprise Drive;
- V. The maintenance of trash capture devices located along the project frontage on Seawind Way, Hickory Street and Enterprise Drive;
- VI. The maintenance of the future Bayside Newark public park located on Enterprise Drive to the west of the future Transit Station.

Maintenance of landscape improvements along public street frontages of Tract 8459 will be the responsibility of the developer and eventually the Homeowner's Association of Tract 8459. The Homeowner's Association will maintain these landscape improvements to ensure efficient use of the irrigation system. The developer has signed a Landscape Maintenance Agreement that would transfer the maintenance responsibilities to the Homeowner's Association upon formation.

Tract 8459 is within 0.5-mile radius of the future Bayside Newark public neighborhood park. The National Recreation and Parks Association uses a standard service radius of 0.50 miles for neighborhood parks, which means that any parcels located within a 0.50-mile radius of the future Bayside Newark neighborhood park could potentially receive special benefit from the park. A park benefit area analysis calculated a total annual maintenance cost of \$4,327.01, or \$37.06 per equivalent dwelling unit, for Zone 6 – Compass Bay to be assessed for Fiscal Year 2020-21.

Based on the preliminary Engineer's Report, the maximum assessment for Fiscal Year 2020-21 for Zone 6 – Compass Bay would be \$107.46 for each single-family unit and \$80.59 for each multi-family unit within Tract 8459, for a total district assessment of \$12,545.82. Similar to the existing five Zones within Landscaping and Lighting District No. 19, to cover rising energy and water rates, the maximum assessment rate for Zone 6 – Compass Bay would be adjusted annually based on the Consumer Price Index or three percent (3%), whichever is greater. The annual assessment rate would be less than or equal to the adjusted maximum assessment rate established for that fiscal year.

In accordance with Proposition 218, a parcel's assessment for any certain improvement shall be based on the proportional special benefit conferred on that parcel by that improvement. As discussed in the Engineer's Report, special benefits from the landscaping and lighting improvements along Hickory Street, Seawind Way and Enterprise Drive are shared by parcels within Landscaping and Lighting District No. 19 outside of Zone 6 – Compass Bay as well as parcels outside the District that are located adjacent to Hickory Street, Seawind Way and Enterprise Drive. The share of special benefit from the landscaping and lighting improvements along Hickory Street, Seawind Way and Enterprise Drive received by parcels outside of Zone 6 – Compass Bay must be funded by the City because these benefits are outside of Zone 6. Based on the number of residential units outside of Zone 6 – Compass Bay that could potentially receive special benefit from the landscaping and lighting improvements along Hickory Street, Seawind

Way and Enterprise Drive, the City's share of the total annual maintenance costs for the Hickory Street, Seawind Way and Enterprise Drive lighting and landscaping improvements is \$4,670.28.

Similarly, while trash capture devices provide a certain level of special benefit to the parcels within Zone 6 – Compass Bay, they also provide a general benefit to the City of Newark as a whole by reducing the amount of trash and contaminants in our streams and bay. Based on studies from the Environmental Protection Agency and California Water Board, it is estimated that eighty percent (80%) of trash that ends up in our waterways originates on land. Therefore, the City's contribution for the general benefits from the trash capture devices is 80% of the \$1,677.43 of total annual maintenance and reserve costs for the trash capture devices installed within Zone 6 – Compass Bay, or \$1,341.88 per year, for a total City contribution towards the maintenance of Zone 6 – Compass Bay improvements of \$6,012.16 per year.

Attachments – Resolutions(2)
Engineer's Report

Action – Staff recommends that the City Council, by resolution, initiate proceedings for the annexation of Tract 8459 to Zone 6 – Compass Bay Development of Landscaping and Lighting District No. 19 and approve the preliminary Engineer's Report and, by resolution, approve the preliminary Engineer's Report, declare the intention to order the annexation of Tract 8459 to the assessment district, and set the Public Hearing date on November 12, 2020.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INITIATING PROCEEDINGS FOR THE ANNEXATION OF TRACT 8459 TO ZONE 6 – COMPASS BAY OF LANDSCAPING AND LIGHTING DISTRICT NO. 19, APPROVING THE PRELIMINARY ENGINEER’S REPORT, DECLARING INTENTION TO ORDER THE ANNEXATION OF TRACT 8459 TO THE ASSESSMENT DISTRICT, AND SETTING THE PUBLIC HEARING DATE ON NOVEMBER 12, 2020

WHEREAS, on December 13, 2016, the City Council approved the formation of Landscaping and Lighting District No. 19, located to the west of Willow Street between Seawind Way and Central Avenue, pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, Trumark Homes, is developer of Tract 8459 – Compass Bay, located east of Hickory Street between Seawind Way and Enterprise Drive (the “Property”); and

WHEREAS, Trumark has submitted a petition requesting annexation of the Property to Landscaping and Lighting District No. 19; and

WHEREAS, an Engineer’s Report has been prepared and submitted regarding the improvements and benefits to be provided to the Property; and

WHEREAS, the City Council desires to approve the Engineer’s Report and express its intention to order the annexation of the Property into Landscaping and Lighting District No. 19 as Zone 6 – Compass Bay, subject to a noticed public hearing and majority protest;

NOW, THEREFORE the City Council of the City of Newark hereby resolves the following:

1. The City Council proposes to annex Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highway Code) to levy and collect assessments for the purpose of providing the following improvements:
 - I. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the median islands and traffic circle at the intersection of Hickory Street and Seawind Way;
 - II. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the median islands and traffic circle at the intersection of Hickory Street and Enterprise Drive;
 - III. The maintenance of the landscaping and landscape irrigation system within the center median on Enterprise Drive;

- IV. The maintenance of street lighting system along the following public street frontages: Seawind Way, Hickory Street, Enterprise Drive;
- V. The maintenance of trash capture devices located along the project frontage on Seawind Way, Hickory Street and Enterprise Drive;
- VI. The maintenance of the future Bayside Newark public park located on Enterprise Drive to the west of the future Transit Station.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs. The maximum assessment rate may be adjusted annually by up to the greater of the annual percentage change in the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, ("CPI") for the San Francisco/Oakland/San Jose area or three percent (3%).

- 2. The proposed annexation shall be designated as Zone 6 – Compass Bay of Landscaping and Lighting District No. 19, City of Newark, Alameda County, California, and shall include the land shown on the Assessment Diagram, Appendix A, of the attached preliminary Engineer's Report, which diagram is on file with the City Clerk.
- 3. The preliminary Engineer's Report was prepared pursuant to the Landscaping and Lighting Act of 1972, and is filed with the City Clerk. The Report has been presented to the City Council and is hereby incorporated by reference.
- 4. The City Council has reviewed the Engineer's Report, and the City Council hereby approves the preliminary Engineer's Report as submitted.
- 5. The City Council hereby declares its intention to approve the annexation of Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 to levy and collect assessments as provided for in the Engineers Report. A Public Hearing regarding the proposed annexation and assessment will be held by the City Council on Thursday, November 12, 2020 at 7:00 p.m., or as soon thereafter, at the City of Newark Council Chambers, City Hall, 37101 Newark Boulevard, Newark, California. The proposed total assessment for the district is \$12,545.82, and the maximum assessment is \$107.46 per single-family dwelling unit and \$80.59 per multi-family unit for Fiscal Year 2020-2021. All interested persons shall have the opportunity to be heard.
- 6. The City shall distribute notice and ballots of the time and place of the Public Hearing to all property owners within Zone 6 – Compass Bay of Landscaping and Lighting District No. 19.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE PRELIMINARY ENGINEER'S REPORT AND DECLARING INTENTION TO ORDER THE ANNEXATION OF TRACT 8459 TO THE ASSESSMENT DISTRICT, AND SETTING THE PUBLIC HEARING DATE ON NOVEMBER 12, 2020

WHEREAS, on December 13, 2016, the City Council approved the formation of Landscaping and Lighting District No. 19, located to the west of Willow Street between Seawind Way and Central Avenue, pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, Trumark Homes, is developer of Tract 8459 – Compass Bay, located east of Hickory Street between Seawind Way and Enterprise Drive (the “Property”); and

WHEREAS, Trumark has submitted a petition requesting annexation of the Property to Landscaping and Lighting District No. 19; and

WHEREAS, the City Council adopted a resolution initiating proceedings for the annexation of the Property into the district and ordered the preparation of an Engineer's Report; and

WHEREAS, a preliminary Engineer's Report has been prepared and submitted regarding the improvements and benefits to be provided to the Property; and

WHEREAS, the City Council desires to approve the Engineer's Report and express its intention to order the annexation of the Property into Landscaping and Lighting District No. 19 as Zone 6 – Compass Bay, subject to a noticed public hearing and majority protest.

NOW, THEREFORE the City Council of the City of Newark hereby resolves the following:

1. The City Council proposes to annex Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highway Code) to levy and collect assessments for the purpose of providing the following improvements:
 - I. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the median islands and traffic circle at the intersection of Hickory Street and Seawind Way;
 - II. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the median islands and traffic circle at the intersection of Hickory Street and Enterprise Drive;
 - III. The maintenance of the landscaping and landscape irrigation system within the center median on Enterprise Drive;

- IV. The maintenance of street lighting system along the following public street frontages: Seawind Way, Hickory Street, Enterprise Drive;
- V. The maintenance of trash capture devices located along the project frontage on Seawind Way, Hickory Street and Enterprise Drive;
- VI. The maintenance of the future Bayside Newark public park located on Enterprise Drive to the west of the future Transit Station.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs. The maximum assessment rate may be adjusted annually by up to the greater of the annual percentage change in the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or three percent (3%).

- 2. The proposed annexation shall be designated as Zone 6 – Compass Bay of Landscaping and Lighting District No. 19, City of Newark, Alameda County, California, and shall include the land shown on the Assessment Diagram, Appendix A, of the attached preliminary Engineer’s Report, which diagram is on file with the City Clerk.
- 3. The preliminary Engineer’s Report was prepared pursuant to the Landscaping and Lighting Act of 1972, and is filed with the City Clerk. The preliminary Engineer’s report contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, any bonds or notes to be issued, and the proposed assessments upon assessable lots and parcels of land within the district. The Report has been presented to the City Council and is hereby incorporated by reference.
- 4. The City Council has reviewed the Engineer’s Report, and the City Council hereby approves the preliminary Engineer’s Report as submitted.
- 5. The City Council hereby declares its intention to approve the annexation of Tract 8459 to Zone 6 – Compass Bay of Landscaping and Lighting District No. 19 to levy and collect assessments as provided for in the Engineers Report. A Public Hearing regarding the proposed annexation and assessment will be held by the City Council on Thursday, November 12, 2020 at 7:00 p.m., or as soon thereafter, at the City of Newark Council Chambers, City Hall, 37101 Newark Boulevard, Newark, California. The proposed total assessment for the district is \$12,545.82, and the maximum assessment is \$107.46 per single-family dwelling unit and \$80.59 per multi-family unit for Fiscal Year 2020-2021. All interested persons shall have the opportunity to be heard.
- 6. The City shall distribute notice and ballots of the time and place of the Public Hearing to all property owners within Zone 6 – Compass Bay of Landscaping and Lighting District No. 19.



ENGINEER'S REPORT

Landscape and Lighting District No. 19 Annexation No. 5 – Zone 6 Tract 8459 (Compass Bay)

Fiscal Year 2020-21

For the

CITY OF NEWARK

Alameda County, California

September 2020



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- A Assessment Diagram
- B - 1 Maintenance Exhibit
- B - 2 Park Location Exhibit
- C Park Benefit Area Analysis
- D Assessment Roll

CERTIFICATIONS

**ANNEXATION INTO THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
Annexation No. 5 – Zone 6
(Tract 8459 – Compass Bay)**

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIID of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: _____

By: _____

K. Dennis Klingelhofer
Assessment Engineer
R.C.E. No. 50255



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2020.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, California, on the ____ day of _____, 2020.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

CITY OF NEWARK

FISCAL YEAR 2020-21

ENGINEER'S REPORT

**PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)**

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of Newark, State of California, in connection with the proceedings for:

**ANNEXATION FOR THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 5 – ZONE 6 (TRACT 8459 – COMPASS BAY)**

Hereinafter referred to as the "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

**PART A
PLANS AND SPECIFICATIONS**

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

**PART B
ESTIMATE OF COST**

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART C
METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Annexation, in proportion to the estimated benefits to be received by such lots and parcels, and the proportion of those costs that must be borne by the City of Newark's General Fund.

PART D
ASSESSMENT DIAGRAM

The Diagram of the Annexation Boundaries showing the exterior boundaries of the Annexation and the lines and dimensions of each lot or parcel of land within the Annexation. The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E
ASSESSMENT ROLL

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Annexation.

PART A

Plans and Specifications

The proposed improvements for the Annexation include landscape improvements, (the "Landscape Improvements"), Park improvements (the "Park Improvements"), and street lighting improvements (the "Street Lighting Improvements"), collectively, (the "Improvements").

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file with the City and are by reference herein made a part of this report.

The Improvements are generally described as follows:

DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

Landscape Improvements

The Landscape Improvements include, but are not limited to: landscaping, planting, turf, trees, irrigation systems and decorative lighting fixtures in public street and sidewalk rights-of-way, including medians, traffic circles, parkways and other easements dedicated to the City of Newark within, and adjacent to, the District.

The Landscape Improvements includes streetscapes, medians and traffic circles, specifically:

- Median Islands at Seawind Way and Hickory Street
- Median Islands at Hickory Street and Enterprise Drive
- Center Median on Enterprise Drive
- Traffic Circle at Seawind Way and Hickory Street
- Traffic Circle at Hickory Street and Enterprise Drive
- One (1) Trash Capture Device ("TCD") on Seawind Way
- Three (3) Trash Capture Devices ("TCD") on Hickory Street
- Four (4) Trash Capture Devices ("TCD") on Enterprise Drive

Park Improvements

Park Improvements include, but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes and fixtures and open space areas within a planned 5.05 acre park that is proposed for the FMC Willow development to be located northwest of the Compass Bay development near the intersection of Hickory Street and Enterprise Drive.

Street Lighting Improvements

Street Lighting Improvements include, but are not limited to: poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public street and sidewalk rights-of-way and other easements dedicated to the City of Newark within, and adjacent to, the Annexation.

The Street Lighting Improvements include street lamps with 3000K LED luminaire with Type IV medium beam distribution and micro-lens. The poles are manufactured by Hapco and the lamps are GCL1, Green Cobra street lights, manufactured by LeoTek. The Street Lighting Improvements will be located along streets within the Annexation as shown below:

- One (1) Street Light located on Seawind Way
- One (1) Street Light located at the intersection of Seawind Way and Hickory Street
- Two (2) Street Lights located on Hickory Street
- Two (2) Street Lights located at the intersection of Hickory Street and Enterprise Drive
- Six (6) Street Lights located on Enterprise Drive

Appendix B of this Report provides a Maintenance Exhibit showing the location of the Improvements.

DESCRIPTION OF MAINTENANCE AND SERVICES

The proposed maintenance and services for the Annexation (collectively, the "Maintenance") include landscaping maintenance and services, (collectively, the "Landscape Maintenance"), Park maintenance and services (collectively, the "Park Maintenance"), and street lighting maintenance and services (collectively, the "Street Lighting Maintenance"). The proposed maintenance and services are generally described as follows:

Landscape Maintenance

Landscape Maintenance may include, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Landscape Improvements and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Landscape Improvements and appurtenant facilities; providing for the life, growth, health and beauty of the Landscape Improvements, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; the furnishing of water and electrical current or energy for the irrigation or lighting of the Landscape Improvements and appurtenant facilities.

Park Maintenance

Park Maintenance includes, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Park Improvements and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Park Improvements and appurtenant facilities; providing for the life, growth, health and beauty of the Park Improvements and appurtenant facilities, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti; the furnishing of water and electrical current or energy for the irrigation of the Park Improvements and appurtenant facilities; and the lighting or operation of the Park Improvements and appurtenant facilities.

Street Lighting Maintenance

Street Lighting Maintenance may include, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Street Lighting Improvements, and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Street Lighting Improvements and appurtenant facilities; the furnishing of electrical current or energy for the maintenance of any Street Lighting Improvements and appurtenant facilities; and the furnishing of electric current or energy, gas or other illuminating agent for the Street Lighting Improvements and appurtenant facilities.

PART B
Estimate of Cost

The estimated maximum costs for Maintenance Services are the estimated costs of maintenance and services if the Improvements were fully maintained for Fiscal Year 2020-21. Section 22569(a) of Landscape and Lighting Act of 1972 (the “1972 Act”) provides that estimate of costs includes the total cost improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include an operating reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The following table shows a summary of the estimated annual costs for the Annexation:

Cost Estimate Summary

Item	Cost/Year
Maintenance Costs	
Landscape Maintenance	\$4,976.95
Park Maintenance	\$2,491.31
Street Lighting Maintenance	<u>\$1,246.44</u>
Total Maintenance Costs	\$8,714.70
Administrative Cost	\$4,151.81
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$871.47
Annual Capital Replacement Reserve	<u>\$4,820.00</u>
Total Reserves	\$5,691.47
Total Maintenance, Administrative and Reserve Costs	\$18,557.98
Less: Beginning Balance	\$0.00
Less: Required Contribution from General Fund	<u>-\$6,012.16</u>
Total Assessment Amount - Annexation No. 5	\$12,545.82

A discussion on the determination of the required contribution from the General Fund is provided in Section C of this Report.

Detailed cost estimate tables for maintenance, administration and reserves are shown on the following pages.

Maintenance Costs

¹ Item	Unit	Quantity	Cost/Unit	Cost/Year ²
<u>Landscape Maintenance</u>				
1A Median Islands at Seawind Way and Hickory Street	SF	1,162	\$0.245	\$284.69
1B Median Islands at Hickory Street and Enterprise Drive	SF	1,003	\$0.245	\$245.73
1C Center Median on Enterprise Drive	SF	7,130	\$0.245	\$1,746.85
1D Traffic Circle at Seawind Way and Hickory Street	SF	2,463	\$0.245	\$603.43
1E Traffic Circle at Hickory Street and Enterprise Drive	SF	2,290	\$0.245	\$561.05
Trash Capture Device ("TCD") on Seawind Way	EA	1	\$191.90	\$191.90
Trash Capture Devices ("TCD") on Hickory Street	EA	3	\$191.90	\$575.70
Trash Capture Devices ("TCD") on Enterprise Drive	EA	4	\$191.90	<u>\$767.60</u>
Total Landscape Maintenance Cost				\$4,976.95
<u>Park Maintenance</u>				
Compass Bay Share of Park Maintenance Costs	See Appendix C			\$2,491.31
<u>Street Lighting Maintenance</u>				
1F Seawind Way	EA	1	\$103.87	\$103.87
1F Intersection of Seawind Way and Hickory Street	EA	1	\$103.87	\$103.87
1F Hickory Street	EA	2	\$103.87	\$207.74
1G Intersection of Hickory Street and Enterprise Drive	EA	2	\$103.87	\$207.74
Enterprise Drive	EA	6	\$103.87	<u>\$623.22</u>
Total Street Lighting Maintenance Cost				\$1,246.44
Total Maintenance Costs				\$8,714.70

¹ Reference to tables on pages 15-18

² Figures are rounded down to the nearest penny

Administrative Costs

Item	Cost/Year
<u>Administrative Cost</u>	
City Personnel Costs	\$871.47
Contractual Maintenance Costs	\$871.47
Inspection	\$697.18
Assessment Engineering	\$1,500.00
Alameda County Collection Charges (1.7%)	\$213.28
Rounding Adjustment	<u>-\$1.59</u>
Total Administrative Cost	\$4,151.81

The Alameda County collection charge is equal to 1.7% of the total assessment placed on the tax roll each year. The rounding adjustment is necessary so that the assessment amount for each parcel is rounded to even cents as the assessments are collected in two equal installments.

Operating Reserve

Operating Reserves will be collected over a five year period. The Cost Estimate Summary table on page 7 includes the amount to be collected for one year.

Annual Capital Replacement Reserve

The following table shows a summary of the annual collection amount for capital replacement reserves for the Improvements:

* Item	Unit	Quantity	Cost/Unit	Cycle	Cost/Year ²
<u>Landscape Improvements</u>					
2A Median Islands at Seawind Way and Hickory Street	SF	1,162	\$1.49	75	\$23.08
2B Median Islands at Hickory Street and Enterprise Drive	SF	1,003	\$1.49	75	\$19.92
2C Center Median on Enterprise Drive	SF	7,130	\$1.49	75	\$141.64
2D Traffic Circle at Seawind Way and Hickory Street	SF	2,463	\$1.49	75	\$48.93
2E Traffic Circle at Hickory Street and Enterprise Drive	SF	2,290	\$1.49	75	\$45.49
Trash Capture Device ("TCD") on Seawind Way	EA	1	\$533.07	30	\$17.76
Trash Capture Devices ("TCD") on Hickory Street	EA	3	\$533.07	30	\$53.30
Trash Capture Devices ("TCD") on Enterprise Drive	EA	4	\$533.07	30	<u>\$71.07</u>
Total Landscape Improvements Replacement Cost					\$421.19
<u>Park Maintenance</u>					
Compass Bay Share of Park Capital Replacement Costs	See Appendix C				\$1,835.70
<u>Street Lighting Improvements</u>					
LED Post Top	EA	12	\$1,889.13	14	\$1,654.71
LED Printed Circuit Boards	EA	12	\$511.75	14	\$448.24
Driver	EA	12	\$98.41	14	\$86.19
Button Photocell	EA	12	\$92.26	25	\$44.28
Fusing	EA	12	\$20.49	25	\$9.83
Tapered Round POLE	EA	12	\$1,113.47	75	\$178.15
Pole Bracket/Arm	EA	12	\$885.72	75	<u>\$141.71</u>
Total Street Lighting Improvements Replacement Cost					\$2,563.11
Total Annual Replacement Cost					\$4,820.00

¹ Reference to tables on pages 13 - 16

² Figures are rounded down to the nearest penny

PART C Method of Apportionment of Assessment

General

The 1972 Act permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping facilities.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The 1972 Act permits the designation of areas of benefit within any individual assessment Zone if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed, unless that parcel can show no benefit from the improvements.

Special Benefit

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A, and the capital, maintenance and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

Each parcel within the Annexation receives a special and distinct benefit from the improvements. Tract 8459 comprises the Compass Bay development which includes 53 single family lots equal to 1.00 EDU each and 85 multi-family units equal to 0.75 EDU each, for a total EDU count of 116.75.

Special Benefit from Landscape Maintenance

All parcels within the Annexation receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the Annexation by providing beautification, shade and positive enhancement of the community character, attractiveness and desirability of the surroundings. In addition, all of the aforementioned contributes to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the Annexation.

Special Benefit from Park Maintenance

All parcels within the Zone receive special benefit from Park Maintenance. The overall quality of life and desirability of an area is enhanced, when public parks and recreational facilities are in place, improved, operable, safe, clean and properly maintained. Conversely, property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events, and other miscellaneous activities.

Studies in a number of communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion, long held by planning authorities as to the economic value of parks and recreational facilities in a community.

The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake" (National Recreation and Park Association, June 1985)

Recreation and park amenities are central components in establishing the quality of life in a community. ... [Businesses'] main resource is their employees for whom quality of life is an important issue... The availability and attractiveness of local parks and programs influences some companies' relocation decisions. ... the presence of a park encourages real estate development around it.... ". (California Parks & Recreation, Winter 1997)

The benefit of parks and other recreational facilities to residential and commercial/industrial properties has been summarized by a number of studies. The United States Department of the Interior, National Park Service, in a publication of June 1984, concluded that:

- Parks and recreation stimulate business and generate tax revenues
- Parks and recreation help conserve land, energy, and resources
- An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values
- Public recreation benefits all employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life

Proper maintenance and operation of the parks within the City benefits those properties within the service areas of the parks by providing environmental quality and recreational enhancement.

Special Benefit from Street Lighting Maintenance

All parcels within the Annexation receive special benefit from Street Lighting Maintenance. The special benefit from street lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. The safety to people results in a special benefit to residential parcels because street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime against people on the property. The safety to property results in a special benefit to both residential and vacant non-developable parcels because street lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism.

Additionally, all parcels in the Annexation receive a special benefit from the installation, operation, maintenance and servicing of the operation, maintenance and servicing of street lighting on collector streets. Collector street lighting benefits properties primarily because the properties, and the persons using the properties, are provided safe street access.

Parcels Outside of the Annexation

The Landscape Improvements will be installed and are required as a condition of development. The size and location of the improvements may result however, in some benefit being received by parcels outside the Annexation area but within the District. Parcels that front the west side of Hickory Street and the north side of Enterprise Drive receive benefit from the Landscape Improvements. The Landscape Improvements that provide benefit to other parcels in the Annexation are as follows:

Landscape Improvements

- Median islands on Seawind Way, along the southerly border of the tract, and median islands on Hickory, along the westerly border of the tract, provide benefit to the parcels in the Bayshores and Bridgeway developments of the District, respectively.
- Median islands on Enterprise Drive, along the northerly border of the tract provide benefit to the parcels in the future FMC (Willow) development of the District.

- The traffic circle at the intersection of Seawind Way and Hickory Street provides benefit to the parcels in the Bayshores and Bridgeway developments. The traffic circle at the intersection of Hickory Street and Enterprise Drive provides benefit to the parcels in the Harbor Pointe and the FMC Willow development.

Park Improvements

Park Maintenance provides benefit to the parcels within the Zone, as well as to parcels located outside of the Zone. Property that is within one-half (1/2) mile of the proposed park is within the standard service area of the Park and receives benefit. Property outside of the Compass Bay development that receives benefit from park improvements includes LLD No. 19, Zones 1 – 5, four future zones to be annexed into LLD No. 19, and 208 single residential parcels outside the District. The special benefit to parcels outside of the Zone may not be assessed to parcels within the Zone and must be funded from some other source, such as a City contribution from the General Fund.

Appendix C provides an exhibit showing the park benefit area within 0.5 mile of the park and a table that provides the calculation of the Compass Bay share of annual maintenance and capital replacement costs.

Street Lighting Improvements

- One (1) street light located on Seawind Way, one (1) street light located at the intersection of Seawind Way and Hickory Street and two (2) street lights located on Hickory Street provide benefit to the parcels in the Bayshores and Bridgeway developments.
- Two (2) street lights located at the intersection of Hickory Street and Enterprise Drive provide benefit to the parcels in the FMC Willow and Harbor Pointe development.

Cost Estimate for Benefit to Other Parcels from Landscape and Street Lighting Maintenance

The share of the cost estimate that provides benefit to other parcels for maintenance of each of the shared landscape and street lighting improvements is shown in the following tables:

Maintenance Costs

1A. Median Islands at Seawind Way and Hickory Street

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	10.60%	\$30.18
Bayshores	475.75	43.21%	\$123.02
Bridgeway	508.50	46.19%	\$131.49
Total for Medians	1,101.00	100.00%	\$284.69

1B. Median Islands at Hickory Street and Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	17.33%	\$42.58
Harbor Pointe	192.00	28.50%	\$70.03
FMC Willow	365.00	54.17%	\$133.12
Total for Traffic Circle	673.75	100.00%	\$245.73

1C. Center Median on Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	24.23%	\$423.34
FMC Willow	365.00	75.77%	\$1,323.51
Total for Medians	481.75	100.00%	\$1,746.85

1D. Traffic Circle at Seawind Way and Hickory Street

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	10.60%	\$63.99
Bayshores	475.75	43.21%	\$260.75
Bridgeway	508.50	46.19%	\$278.69
Total for Traffic Circle	1,101.00	100.00%	\$603.43

1E. Traffic Circle at Hickory Street and Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	17.33%	\$97.22
Harbor Pointe	192.00	28.50%	\$159.88
FMC Willow	365.00	54.17%	\$303.95
Total for Traffic Circle	673.75	100.00%	\$561.05

1F. Street Lights on Seawind Way, Hickory Street including Intersection

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	10.60%	\$44.06
Bayshores	475.75	43.21%	\$179.53
Bridgeway	508.50	46.19%	\$191.89
Total for Street Lights	1,101.00	100.00%	\$415.48

1G. Street Lights at Hickory Street and Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	17.33%	\$36.00
Harbor Pointe	192.00	28.50%	\$59.20
FMC Willow	365.00	54.17%	\$112.54
Total for Street Lights	673.75	100.00%	\$207.74

Required Contribution for Benefit to Other Parcels from Landscape and Street Lighting Maintenance

The following table shows the required contribution for benefit received by other parcels from the landscape and street lighting improvements.

¹ Maintenance Costs	Cost/Year
<u>Landscape Improvements</u>	
1A Median Islands at Seawind Way and Hickory Street	\$254.51
1B Median Islands at Hickory Street and Enterprise Drive	\$203.15
1C Center Median on Enterprise Drive	\$1,323.51
1D Traffic Circle at Seawind Way and Hickory Street	\$539.44
1E Traffic Circle at Hickory Street and Enterprise Drive	<u>\$463.83</u>
Landscape Maintenance Benefit to Parcels Outside the Annexation	\$2,784.44
<u>Street Lighting Improvements</u>	
1F Seawind Way	\$92.86
1F Intersection of Seawind Way and Hickory Street	\$92.86
1F Hickory Street	\$185.71
1G Intersection of Hickory Street and Enterprise Drive	\$171.74
Enterprise Drive	<u>\$0.00</u>
Street Lighting Maintenance Benefit to Parcels Outside the Annexation	\$543.17
Benefit to Parcels Outside the Annexation from Maintenance	\$3,327.61

¹ Reference to tables on pages 13 - 14

Cost Estimate for Benefit to Other Parcels from Landscape and Street Lighting Capital Reserve

The share of the cost estimate that provides benefit to other parcels for capital reserve costs of each of the shared landscape and street lighting improvements is shown in the following tables:

Capital Replacement Reserve Costs

2A. Median Islands at Seawind Way and Hickory Street

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	10.60%	\$2.45
Bayshores	475.75	43.21%	\$9.97
Bridgeway	508.50	46.19%	\$10.66
Total for Medians	1,101.00	100.00%	\$23.08

2B. Median Islands at Hickory Street and Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	17.33%	\$3.45
Harbor Pointe	192.00	28.50%	\$5.68
FMC	365.00	54.17%	\$10.79
Total for Traffic Circle	673.75	100.00%	\$19.92

2C. Center Median on Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	24.23%	\$34.33
FMC	365.00	75.77%	\$107.31
Total for Medians	481.75	100.00%	\$141.64

2D. Traffic Circle at Seawind Way and Hickory Street

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	10.60%	\$5.19
Bayshores	475.75	43.21%	\$21.14
Bridgeway	508.50	46.19%	\$22.60
Total for Traffic Circle	1,101.00	100.00%	\$48.93

2E. Traffic Circle at Hickory Street and Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	17.33%	\$7.88
Harbor Pointe	192.00	28.50%	\$12.96
FMC	365.00	54.17%	\$24.64
Total for Traffic Circle	673.75	100.00%	\$45.49

2F. Street Lights on Seawind Way, Hickory Street including Intersection

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	10.60%	\$90.60
Bayshores	475.75	43.21%	\$369.18
Bridgeway	508.50	46.19%	\$394.58
Total for Street Lights	1,101.00	100.00%	\$854.36

2G. Street Lights at Hickory Street and Enterprise Drive

Item	EDUs	% of EDUs	Cost Share
Compass Bay	116.75	17.33%	\$74.02
Harbor Pointe	192.00	28.50%	\$121.73
FMC	365.00	54.17%	\$231.43
Total for Street Lights	673.75	100.00%	\$427.18

Required Contribution for Benefit to Other Parcels from Landscape and Street Lighting Capital Reserves

The following table shows the required contribution for benefit received by other parcels from the landscape and street lighting improvements.

¹ Capital Reserve Collection	Cost/Year
<u>Landscape Improvements</u>	
2A Median Islands at Seawind Way and Hickory Street	\$20.63
2B Median Islands at Hickory Street and Enterprise Drive	\$16.47
2C Center Median on Enterprise Drive	\$107.31
2D Traffic Circle at Seawind Way and Hickory Street	\$43.74
2E Traffic Circle at Hickory Street and Enterprise Drive	<u>\$37.60</u>
Landscape Capital Reserves Benefit to Other Parcels in the District	\$225.75
<u>Street Lighting Improvements</u>	
2F Seawind Way	\$190.94
2F Intersection of Seawind Way and Hickory Street	\$190.94
2F Hickory Street	\$381.88
2G Intersection of Hickory Street and Enterprise Drive	\$353.16
Enterprise Drive	<u>\$0.00</u>
Street Lighting Capital Reserves Benefit to Parcels Outside the Annexation	\$1,116.92
Benefit to Other Parcels in the District from Capital Reserve Collection	\$1,342.67

¹ Reference to tables on pages 15-18

The share of improvements benefitting other parcels in the District cannot be assessed to Annexation parcels and this amount is the required contribution from some other source, such as the City’s General Fund.

General Benefit

There is also general benefit from Improvements to the public-at-large. The amount of general benefit is determined by the nature and location of the Improvements.

General Benefit from Landscape Maintenance

There is a general benefit component related to the trash capture devices (“TCD’s”). The TCD’s keep debris and other contaminants from getting into the landscaped areas outside the project, and the bio-retention basins within the project, reducing or eliminating the trash and other debris needing to be picked up in those areas. While a portion of this can be attributable to special benefit, the benefit to all parcels and the community in general (general benefit) is that the beauty of the area will be enhanced and contaminants in the water table will be reduced. Based on studies from the Environmental Protection Agency, California Water Board and WaterWorld, it is estimated that 80% of trash that ends up in our waterways or oceans originates on land. The tables below page show the allocation of the cost of the Trash Capture Devices to the Annexation parcels between special and general benefit.

General Benefit from Park Maintenance

There is a general benefit component related to Park Maintenance. Refer to the table in Appendix C.

General Benefit from Street Light Maintenance

There is no general benefit component related to street lighting.

General Benefit Share of Cost Estimate

The general benefit share of the cost of maintaining the Improvements must be funded by a contribution from a source other than Compass Bay assessments.

The share of costs for Trash Capture Devices that provides general benefit is as follows:

Trash Capture Devices

General Benefit from Maintenance

TCD Maintenance	% of EDUs	Cost Share
Special Benefit to Parcels	20.0%	\$307.04
General Benefit	80.0%	\$1,228.16
Total TCD Maintenance Cost	100.00%	\$1,535.20

General Benefit from Reserve Collection

TCD Reserve	% of EDUs	Cost Share
Special Benefit to Parcels	20.0%	\$28.43
General Benefit	80.0%	\$113.72
Total TCD Reserve Cost	100.0%	\$142.15

Total General Benefit from TCD Improvements

TCD General Benefit	Cost Share
TCD Maintenance Cost	\$1,228.16
TCD Reserve Cost	\$113.72
Total General Benefit from TCD Improvements	\$1,341.88

Total Required Contribution for General Benefit and Benefit to Outside Parcels

The following table shows total contribution required for general benefit and benefit to outside parcel from landscaping and lighting improvements:

Item	Cost/Year
Required Contribution for Benefit to Outside Parcels from Landscape and Lighting Maintenance	\$3,327.61
Required Contribution for Benefit to Outside Parcels from Landscape and Lighting Capital Reserve	\$1,342.67
Required Contribution for General Benefit from TCD Devices	<u>\$1,341.88</u>
Total Required Contribution for General Benefit and Benefit to Outside Parcels	\$6,012.16

Note: This table does not include the required contribution for General Benefit associated with maintenance of the Park Improvements. Refer to the table in Appendix C for Compass Bay share of park benefit calculation.

Apportionment

Since the assessment will be levied against parcels of property as shown on the tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, a single family parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment and this would not be equitable.

The single family detached residential unit or lot has been selected as the basic unit for calculation of assessments and is defined as one Equivalent Dwelling Unit (EDU). Each land-use in the Annexation is converted to EDU's. The Annexation contains single family homes, condominiums and townhomes. There are no "non-residential" (commercial) parcels in the Annexation.

The EDU method is seen as the most appropriate and equitable method of spread of benefit to each parcel from the improvements since it is based on land-use type and parcel size. Property within the Annexation is assigned to one of the following two categories.

Single Family Residential. Parcels zoned for single family detached home residential uses are assessed 1 EDU per dwelling unit. Parcels designated as SFR land-use will be assessed 1 EDU per dwelling unit or lot, including vacant subdivided residential lots and vacant land zoned for single family residential uses with a tentative or final tract map.

Multiple-Family Residential. Multiple-residential (including apartments, condominiums, townhomes, and duplexes) land use equivalencies are determined based on the number of dwelling units on each parcel. Due to population density and size of structure relative to the typical single family residence, each dwelling unit defined as multi-family residential, including apartments, condominiums, townhomes, and duplexes, are assigned and EDU of 0.75 EDU.

The EDU's assigned to a multiple-residential parcel are calculated by multiplying the number of dwelling units by the EDU Factor of 0.75.

Non-Residential. In converting non-residential properties to EDU's, the EDU Factor used is equal to the EDU density of the residential property in the Annexation. Compass Bay is a high density residential development with approximately 138 planned units with a total EDU count of 116.75, located on approximately 14.94 acres. This calculates to an EDU Factor of 7.81 EDU per developed non-residential acre. Any properties that are developed for non-residential uses are therefore assigned 7.81 EDU's per acre. These include commercial, industrial, church, school, and other non-residential uses.

Vacant Parcels. Vacant parcels receive a reduced level of benefit as compared to developed parcels. Vacant parcels therefore uses are assessed at 20% of the non-residential rate, or 1.56 EDU per acre. This includes all lots designated as vacant without a tentative or final tract map but does not include easements or streets, whether private or public, which are non-assessable.

EDU Factors by Land Use and EDU Summary Tables

The following tables summarize the EDU Factors for the Annexation and the total EDU's by land use.

Land Use	EDU Factor
SFR	1.00 Per Dwelling Unit
Multi-Family - Condo - Townhome	0.75 Per Dwelling Unit

Annexation EDU's			
Land Use	Dwelling Units	EDU Factor	EDU's
SFR	53.00	1.00	53.00
Multi-Family - Condo - Townhome	85.00	0.75	63.75
Non-Residential	0.00	7.81	0.00
Vacant Property	0.00	1.562	0.00
Totals	138.00		116.75

Assessment Rate Per EDU

The Assessment Rate per EDU for the Annexation is calculated by dividing the Assessment Amount for the District by the total EDUs in the Annexation.

Fiscal Year 2020-21 Assessment Rates Per EDU		
Assessment Amount	Annexation EDU's	Rate Per EDU
\$12,545.82	116.75	\$107.46

The Applied Assessment Rate must be an even penny for County tax roll purposes.

Fiscal Year 2020-21 Maximum and Applied Assessment		
Maximum Assessment Per EDU	Maximum Assessment	Applied Assessment Per EDU
\$107.46	\$12,545.82	\$107.46

Assessments

The Maximum Assessment Amount and the Applied Assessment Amount for fiscal year 2020-21 are shown in the following table:

The 2020-21 Applied Assessment may be adjusted, based upon the level of development at the time, but not to exceed the established Max Assessment Rate.

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in fiscal year 2020-21, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or three percent (3%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 3% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessments.

PART D

Assessment Diagram

The boundary diagram for the Annexation is included herein as Appendix B, and is part of this report.

The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

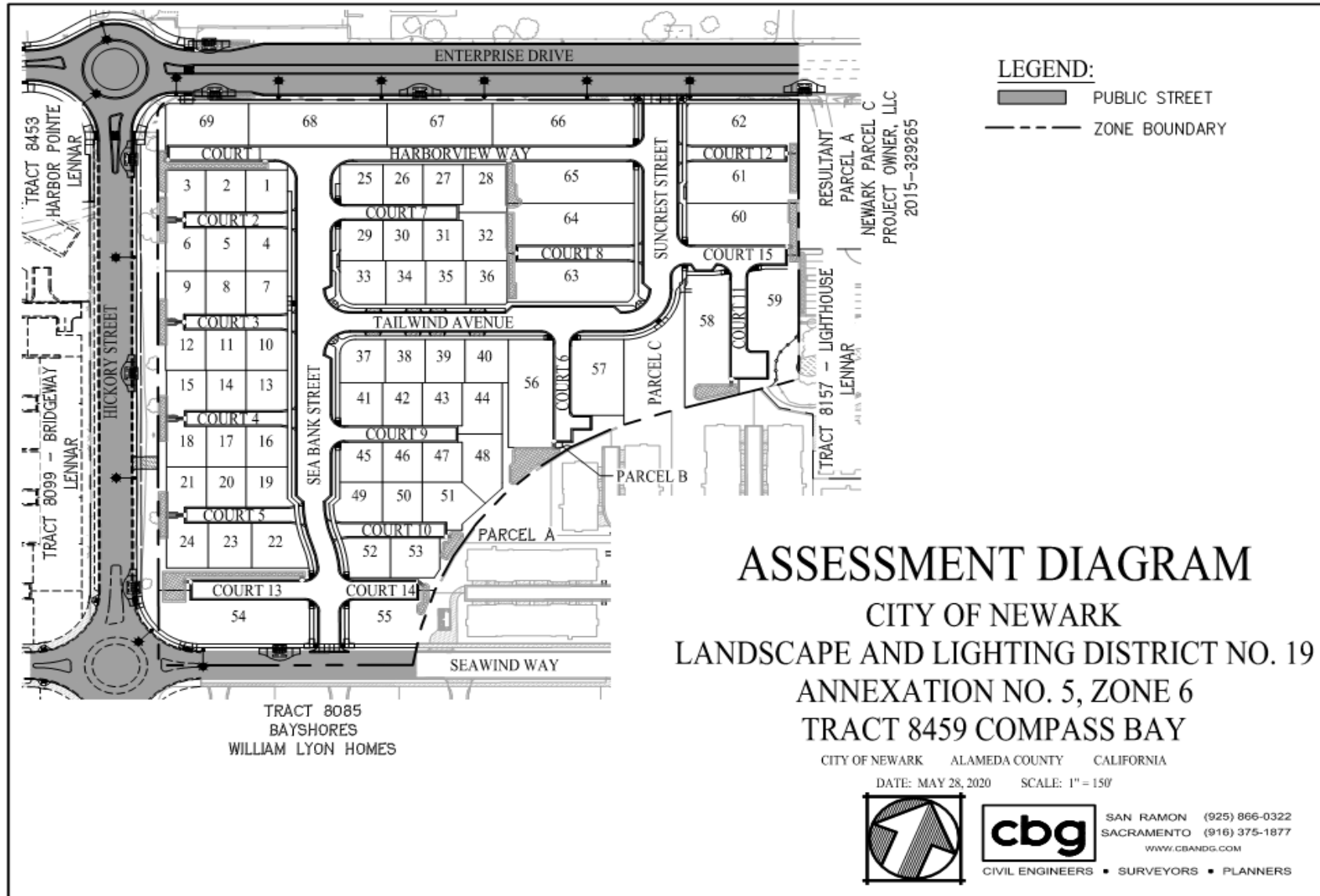
PART E

Assessment Roll

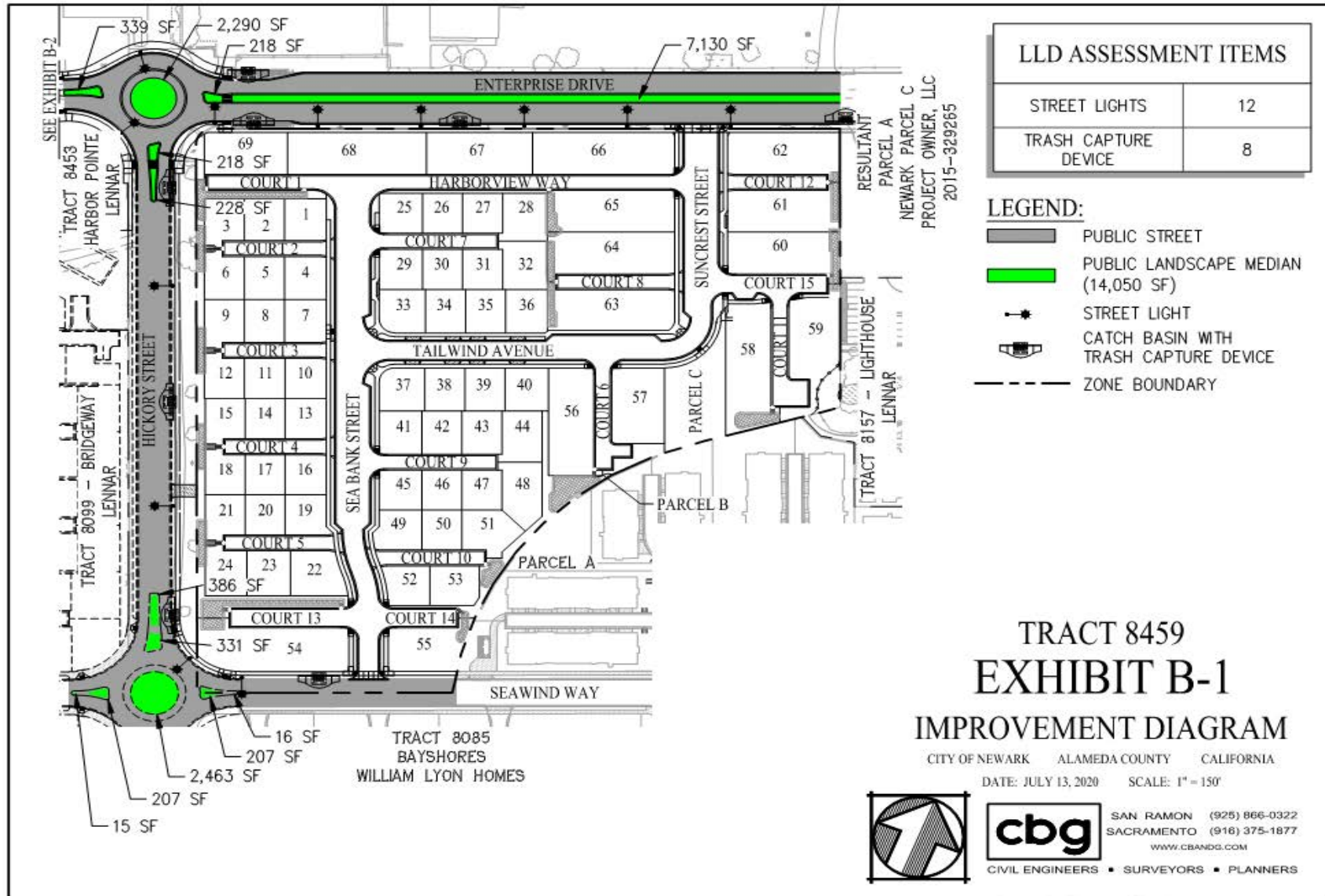
All assessed lots or parcels of real property within the Annexation are listed on the Assessment Roll. The Assessment Roll states the net amount to be assessed upon assessable lands within the Annexation for Fiscal Year 2020-21, shows the Fiscal Year 2020-21 assessment upon each lot and parcel within the District, and describes each assessable lot or parcel of land within the Annexation. These lots are more particularly described in the Assessment Roll, which is included in this Report as Appendix D.

The Assessment Roll, Appendix D, shows the original parcels, which will be subdivided into individual parcel numbers prior to development. The individual parcels may be assessed based on their development status, parcel type and corresponding EDU.

APPENDIX A
Assessment Diagram



APPENDIX B - 1
Maintenance Exhibit



LLD ASSESSMENT ITEMS	
STREET LIGHTS	12
TRASH CAPTURE DEVICE	8

- LEGEND:**
- PUBLIC STREET
 - PUBLIC LANDSCAPE MEDIAN (14,050 SF)
 - STREET LIGHT
 - CATCH BASIN WITH TRASH CAPTURE DEVICE
 - ZONE BOUNDARY

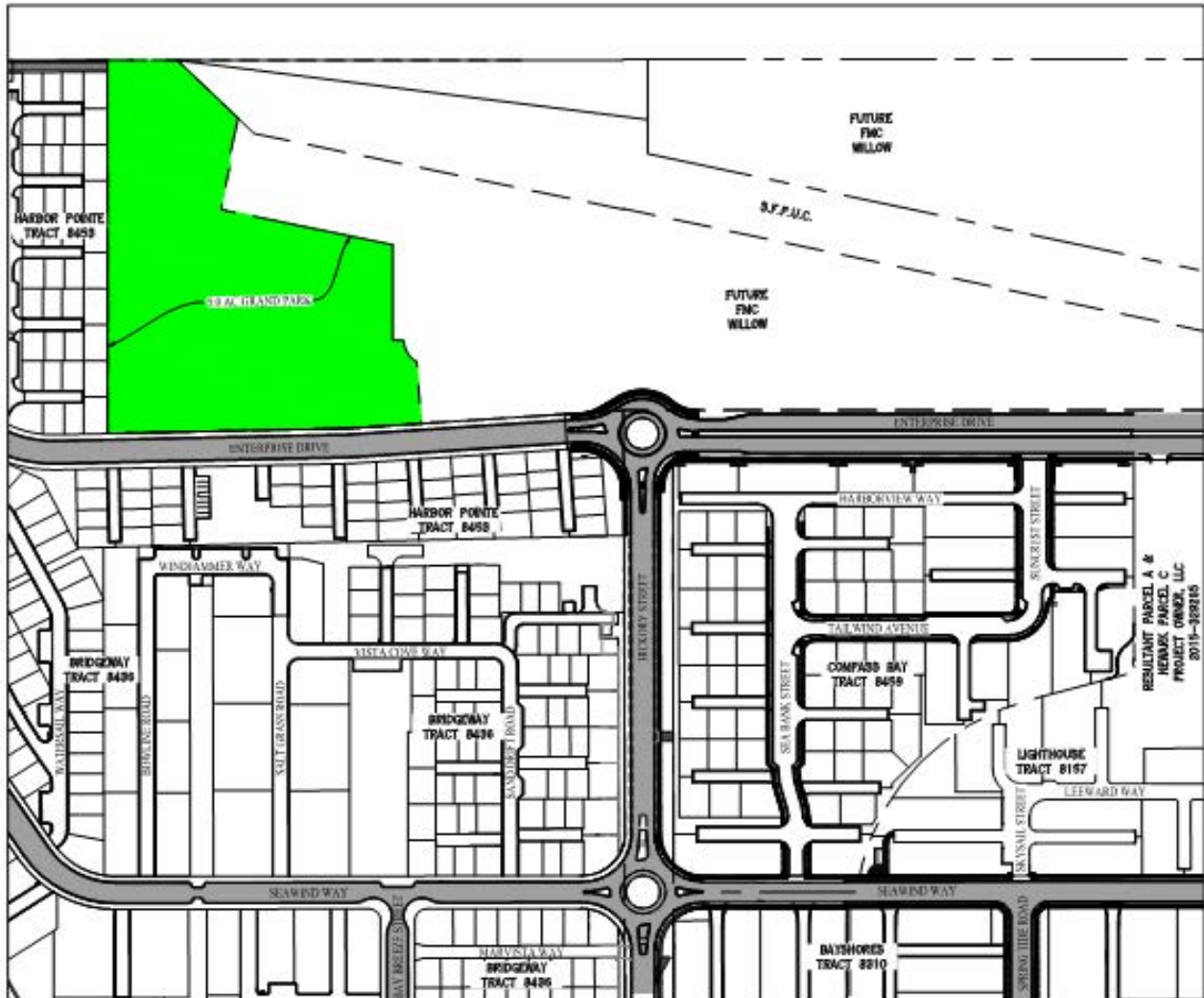
TRACT 8459
EXHIBIT B-1
IMPROVEMENT DIAGRAM

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA
 DATE: JULY 13, 2020 SCALE: 1" = 150'



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

APPENDIX B - 2 Park Location Exhibit



LEGEND:
PUBLIC PARK AREA (APPROX 5 AC±)
ZONE BOUNDARY

TRACT 8459 EXHIBIT B-2 IMPROVEMENT DIAGRAM

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

DATE: JULY 13, 2020 SCALE: 1" = 250'

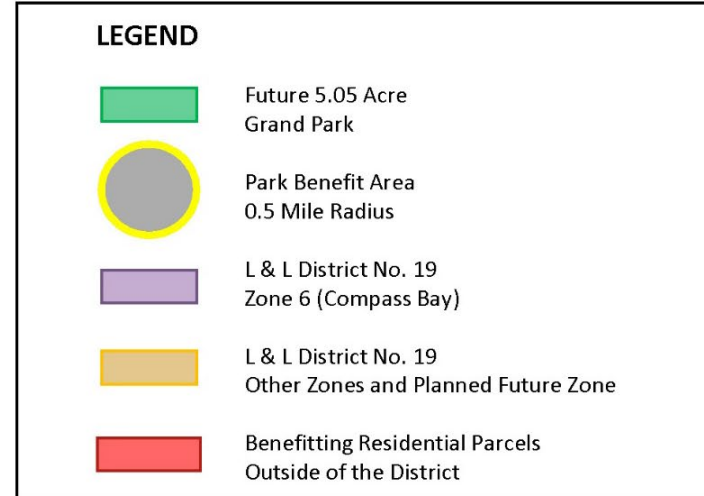


SAN RAMON (925) 866-0322
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APPENDIX C

City of Newark
 Landscape & Lighting District No. 19
 Park Benefit Area Analysis
 for
 Allocation of Park Costs to Benefitting Areas



Park Benefit Area	Benefit Area EDUs		Area Share of Park Costs		
	EDUs	% of EDUs	Maintenance ¹	Replacement ²	Total
LLD No. 19 - Zone 6 (Compass Bay)	116.75	5.19%	\$2,491.31	\$1,835.70	\$4,327.01
<i>Other LLD No. 19 Zones</i>					
LLD No. 19 - Zone 1 (Bayshores) ³	452.75	20.14%	\$9,661.15	\$7,118.74	\$16,779.89
LLD No. 19 - Zone 2 (Lighthouse)	66.00	2.94%	\$1,408.36	\$1,037.74	\$2,446.10
LLD No. 19 - Zone 3 (Newark Seniors Housing)	56.25	2.50%	\$1,200.31	\$884.44	\$2,084.75
LLD No. 19 - Zone 4 (Glass Bay)	217.00	9.65%	\$4,630.52	\$3,411.97	\$8,042.49
LLD No. 19 - Zone 5 (Bridgeway)	508.50	22.62%	\$10,850.79	\$7,995.32	\$18,846.11
<i>Future LLD No. 19 Zones</i>					
LLD No. 19 - Zone 7 (Harbor Pointe)	192.00	8.54%	\$4,097.05	\$3,018.88	\$7,115.93
LLD No. 19 - Zone 8 (Willow)	365.00	16.23%	\$7,788.67	\$5,739.02	\$13,527.69
LLD No. 19 - Future Zone (Tract 8110) ⁴	35.00	1.56%	\$746.86	\$550.32	\$1,297.18
LLD No. 19 - Future Zone (Park Property - 8333 Enterprise) ⁴	31.00	1.38%	\$661.50	\$487.42	\$1,148.92
Benefitting Residential Parcels Outside of the District	208.00	9.25%	\$4,438.48	\$3,270.45	\$7,708.93
Totals:	2,248.25	100.00%	\$47,975.00	\$35,350.00	\$83,325.00

¹ In 2020 dollars, the estimated maintenance costs for the planned park equals \$9,500 per acre times 5.05 acres

² In 2020 dollars, the estimated capital replacement costs for the planned park equals \$7,000 per acre times 5.05 acres

³ 23 EDU within Bayshores are not included as Phase 3 - Lots 25 thru 47 are located outside of the 0.5 mile park benefit radius

⁴ EDU count equals maximum number of units approved for development - Source: Dumbarton TOD Specific Plan, September 8, 2010

APPENDIX D
Assessment Roll

City of Newark
Landscape and Lighting District No. 19
Annexation No. 5
Tract 8459 (Compass Bay)

The Assessment Roll is hereby incorporated and made a part of this Report, as shown below. Reference is made to the Alameda County Assessment Roll for a description of the lots or parcels in the Annexation.

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2020-21 MAXIMUM ASSESSMENT	2020-21 APPLIED ASSESSMENT
A	092-0264-001	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
B	092-0264-002	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
D	092-0264-003	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
E	092-0264-004	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
G	092-0264-005	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
H	092-0264-006	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
I	092-0264-007	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
J	092-0264-008	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
K	092-0264-009	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
L	092-0264-010	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
1	092-0264-011	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
2	092-0264-012	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
3	092-0264-013	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
4	092-0264-014	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
5	092-0264-015	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
6	092-0264-016	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
7	092-0264-017	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
8	092-0264-018	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
9	092-0264-019	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
10	092-0264-020	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
11	092-0264-021	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
12	092-0264-022	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
13	092-0264-023	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
14	092-0264-024	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
15	092-0264-025	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
16	092-0264-026	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
17	092-0264-027	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
18	092-0264-028	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
19	092-0264-029	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
20	092-0264-030	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
21	092-0264-031	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
22	092-0264-032	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
23	092-0264-033	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2020-21 MAXIMUM ASSESSMENT	2020-21 APPLIED ASSESSMENT
24	092-0264-034	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
25	092-0264-035	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
26	092-0264-036	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
27	092-0264-037	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
28	092-0264-038	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
29	092-0264-039	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
30	092-0264-040	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
31	092-0264-041	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
32	092-0264-042	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
33	092-0264-043	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
34	092-0264-044	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
35	092-0264-045	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
36	092-0264-046	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
37	092-0264-047	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
38	092-0264-048	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
39	092-0264-049	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
40	092-0264-050	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
41	092-0264-051	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
42	092-0264-052	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
43	092-0264-053	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
44	092-0264-054	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
45	092-0264-055	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
46	092-0264-056	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
47	092-0264-057	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
48	092-0264-058	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
49	092-0264-059	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
50	092-0264-060	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
51	092-0264-061	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
52	092-0264-062	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
53	092-0264-063	8459	TH HW Enterprise, LLC	SFR	1.00	1.00	1.00	\$107.46	\$107.46	\$107.46
SFR SUBTOTALS:					53.00		53.00		\$5,695.38	\$5,695.38

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2020-21 MAXIMUM ASSESSMENT	2020-21 APPLIED ASSESSMENT
54	092-0264-064	8459	TH HW Enterprise, LLC	MFR	6.00	0.75	4.50	\$107.46	\$483.56	\$483.56
55	092-0264-065	8459	TH HW Enterprise, LLC	MFR	3.00	0.75	2.25	\$107.46	\$241.78	\$241.78
56	092-0264-066	8459	TH HW Enterprise, LLC	MFR	6.00	0.75	4.50	\$107.46	\$483.56	\$483.56
67	092-0264-067	8459	TH HW Enterprise, LLC	MFR	5.00	0.75	3.75	\$107.46	\$402.97	\$402.96
68	092-0264-068	8459	TH HW Enterprise, LLC	MFR	7.00	0.75	5.25	\$107.46	\$564.16	\$564.16
69	092-0264-069	8459	TH HW Enterprise, LLC	MFR	4.00	0.75	3.00	\$107.46	\$322.38	\$322.38
C	092-0265-001	8459	TH HW Enterprise, LLC	EXE	0.00	0.75	0.00	\$107.46	\$0.00	\$0.00
F	092-0265-002	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
M	092-0265-003	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
N	092-0265-004	8459	TH HW Enterprise, LLC	EXE	0.00	0.00	0.00	\$107.46	\$0.00	\$0.00
57	092-0265-005	8459	TH HW Enterprise, LLC	MFR	4.00	0.75	3.00	\$107.46	\$322.38	\$322.38
58	092-0265-006	8459	TH HW Enterprise, LLC	MFR	6.00	0.75	4.50	\$107.46	\$483.56	\$483.56
59	092-0265-007	8459	TH HW Enterprise, LLC	MFR	4.00	0.75	3.00	\$107.46	\$322.38	\$322.38
60	092-0265-008	8459	TH HW Enterprise, LLC	MFR	5.00	0.75	3.75	\$107.46	\$402.97	\$402.96
61	092-0265-009	8459	TH HW Enterprise, LLC	MFR	5.00	0.75	3.75	\$107.46	\$402.97	\$402.96
62	092-0265-010	8459	TH HW Enterprise, LLC	MFR	5.00	0.75	3.75	\$107.46	\$402.97	\$402.96
63	092-0265-011	8459	TH HW Enterprise, LLC	MFR	6.00	0.75	4.50	\$107.46	\$483.56	\$483.56
64	092-0265-012	8459	TH HW Enterprise, LLC	MFR	6.00	0.75	4.50	\$107.46	\$483.56	\$483.56
65	092-0265-013	8459	TH HW Enterprise, LLC	MFR	6.00	0.75	4.50	\$107.46	\$483.56	\$483.56
66	092-0265-014	8459	TH HW Enterprise, LLC	MFR	7.00	0.75	5.25	\$107.46	\$564.16	\$564.16
MFR SUBTOTALS:					85.00		63.75		\$6,850.48	\$6,850.44

	UNITS	TOTAL EDU'S	2020-21 MAXIMUM ASSESSMENT	2020-21 APPLIED ASSESSMENT
COMPASS BAY TOTALS:	138.00	116.75	\$12,545.86	\$12,545.82

D.6 Approval of Contractual Service Agreements with Bureau Veritas for on-call Building Inspection Plan Review Services and 4Leaf, Inc. for on-call Building Inspection Field Inspection and Miscellaneous Support Services – from City Architect/Chief Building Official Collier (RESOLUTION)

Background/Discussion – The City has Contractual Services Agreements with multiple consultants for on-call Building Inspection Services. Currently the Building Inspection Division staff completes all inspections and the majority of plan reviews in house; however based on the current and projected development activity it is imperative that contracts be in place to support these ongoing activities.

In accordance with the City’s Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Qualifications (RFQ) for on-call Building Inspection Services. RFQs were sent to firms previously under contract with the City and firms that expressed interest in receiving RFQs. The RFQs specified that selection would be made based on quality and completeness of submissions as well as a firm’s experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules.

Staff received seven (7) statements of qualifications for on-call Building Inspection Services. The statements of qualifications were evaluated and ranked according to the selection criteria identified in the RFQ. Staff is recommending the selection of two consultants for on-call Building Inspection Services.

Staff is recommending the approval of a Contractual Services Agreement for on-call Building Inspection Plan Review Services with Bureau Veritas for a not-to-exceed amount of \$100,000. Bureau Veritas has a proven track record of providing reliable and on-time plan review services for the City of Newark, qualified staff and have the lowest proposed plan review rate.

Staff is also recommending the approval of a Contractual Services Agreement for on-call Building Inspection Field Inspection and Miscellaneous Support Services with 4Leaf, Inc., with a not-to-exceed amount of \$160,000. Based on the City’s experience with 4Leaf, Inc., their pool of qualified inspection and support staff and competitive rates, 4Leaf, Inc. offers the best value to the City for these services.

Both agreements would be for one (1) year and renewable for two (2) additional one (1) year terms upon mutual consent of the City and the consultant, subject to available funding.

Fiscal Impact - The total not-to-exceed amount for both Contractual Service Agreements is \$260,000 annually. The 2020-2022 Biennial Budget includes \$284,000 in fiscal year 2020-2021 for Building Inspection Contractual Services.

Attachments – Resolution, Agreements

Action – Staff recommends that the City Council, by resolution, approve Contractual Services Agreements with Bureau Veritas for Building Inspection Plan Review Services and 4Leaf, Inc. for Building Inspection Field Inspection and Miscellaneous Support Services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING CONTRACTUAL SERVICE
AGREEMENTS WITH BUREAU VERITAS FOR BUILDING
INSPECTION PLAN REVIEW SERVICES AND 4LEAF, INC.
FOR BUILDING INSPECTION FIELD INSPECTION AND
MISCELLANEOUS SUPPORT SERVICES

WHEREAS, the City of Newark (“City”) issued a Request for Qualifications for On-Call Building Inspection Services; and

WHEREAS, a total of seven statements of qualifications were received and evaluated by City staff based on the criteria set forth in the Request for Qualifications; and

WHEREAS, based on staff’s evaluation, Bureau Veritas was determined to provide the best value to the City to provide on-call Building Inspection Plan Review Services and 4Leaf, Inc. was determined to provide the best value to the City for on-call Building Inspection Field Inspection and Miscellaneous Support Services; and

WHEREAS, The Building Inspection Biennial Budget includes \$284,000 for Building Inspection Contractual Services for fiscal year 2020-2021.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that all the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to sign Contractual Service Agreements (on file with City Clerk), each in a form approved by the City Attorney, with Bureau Veritas, in the not-to-exceed amount of \$100,000 annually for on-call Building Inspection Plan Review Services, and with 4Leaf. Inc., in the not-to-exceed amount of \$160,000 annually for on-call Building Inspection Field Inspection and Miscellaneous Support Services.

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to renew each aforementioned Contractual Services Agreement for up to two additional one-year terms upon mutual consent of the City and the selected consultant, subject to prior funding approval by the City Council.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and BUREAU VERITAS NORTH AMERICA, INC., a 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: On-building inspection plan review services.

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", 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 One Hundred Thousand Dollars (\$100,000.00) 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 and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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
Building Inspection
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 billing, 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. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

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.

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.

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. 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 and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are

to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. 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 Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
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.

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

No policy required by this paragraph 12 shall include a “wasting” policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

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 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 Insurance. For any claims related to these 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.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

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. Qualifications. 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.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements 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, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

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 any insurance policy or proceeds available to the named insured; whichever is greater.

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire in one (1) year from said date or the Agreement may be extended up to two (2) additional one (1) year terms as authorized by the Public Works Director.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

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

BUREAU VERITAS NORTH AMERICA, INC. CITY OF NEWARK

CRAIG BAPTISTA
Vice President – Facilities Division

PUBLIC WORKS DIRECTOR
Administrator

Address: Bureau Veritas
Attn: Craig Baptista
180 Promenade Circle
Suite 150
Sacramento, CA 95834

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

Bureau Veritas North America, Inc.
a California Corporation

By _____
City of Newark

By _____
Consultant (Signature & Title)

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Plan Checking—The consultant shall provide all services and work required to review building plans and permit applications, including, but not limited to, major building permit site plans and improvement plans. The type of improvements to be checked include but are not limited to: commercial, industrial, and residential construction drawings for new construction, additions, tenant improvements, or alterations.

RATE SCHEDULE

RATE SCHEDULE FOR CITY OF NEWARK ON-CALL BUILDING INSPECTION PLAN CHECK AND FIELD INSPECTION SERVICES

AUGUST 26, 2020

BV's pricing reflects the firm's commitment to the success of the City of Newark by helping maintain significant quality and cost saving benefits moving forward. Rates include services for On-Call Building Inspection Plan Check and Field Inspection Services and Miscellaneous Support Services.

PERCENTAGE OF CITY PLAN REVIEW FEES	
46% of Plan Review Fee Collected by the City	
HOURLY RATES	
ITEM	HOURLY BILLING RATE
Complete or partial review of private or public construction projects regulated by state and local building codes as requested by the City for plan review not covered by a percentage of City collected plan review fees	Plan Review Engineer - \$115.00 ICC Certified Plans Examiner - \$105.00
Field inspection services of private or public construction projects regulated by State and local building codes as requested by the City	Senior Building Inspector - \$95.00 Building Inspector - \$85.00
Miscellaneous building, housing and zoning enforcement services	\$90.00
Additional Support Services	
- Temporary Building Official	\$145.00
- Fire Sprinkler Plan Review	\$110.00
- Fire Inspection	\$105.00
- Public Works Inspection	\$105.00
- Permit Technician	\$65.00

- Expedited Plan Review will be an additional 25% of fees shown above.
- Overtime will be an additional 25% of the fees shown above. No overtime will be charged without approval.
- Rates and cost estimate shown above exclude per diem, prevailing wage and union rates. Should these be applicable, the firm will discuss and negotiate fees to account for the increased personnel costs.
- Mileage using personal vehicles during the course of performing inspections will be reimburseable at the IRS standard mileage rate.
- Invoices for services rendered shall be submitted to the City on a monthly basis.

EXPERIENCE PROVIDING SIMILAR SERVICES

EXECUTIVE SUMMARY

In order to meet the needs of the City of Newark, BV is dedicated to meeting all of the requirements of the RFQ by providing experienced, expert staff who will deliver timely, convenient and responsive **On-Call Building Inspection Plan Check and Field Inspection Services.**

Bureau Veritas (BV) is a multi-national corporation with a history which includes 192 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, BV is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 80,000 employees, BV has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, BV draws on the synergies between its local teams and dedicated technical centers throughout the world.

Our team has the capability, knowledge and experience to complete simple and highly complex plan review, inspection and any other requested services. The following pages will illustrate that BV can be a comprehensive provider of choice to meet the City of Newark's needs. **We are the largest plan review firm in the United States, with a long-established operation in California.** In addition, we have provided other building and civil services for multiple jurisdictions throughout California. Our staff is registered, certified and dedicated to our municipal clients.

BV will always strive to deliver excellent service and work hard to meet and exceed the City's expectations regarding all agreed upon review times. Our proposed program establishes a process to ensure that the City will receive only the highest quality and timely reviews. We will provide the City and its submittal applicants with clear written comments to submitted documents with the objective of verifying compliance with the City's adopted building codes, zoning ordinances, drainage regulations and other adopted ordinances, policies and standards.

Our plan review team knows the value of clear and transparent communication and how to work together as a team in conjunction with a jurisdiction. This philosophy is put into practice on all of our projects and is a great value to our municipal clients. As a result of our exceptional attention to customer service, large pool of experienced personnel



and ability to provide value-added services like electronic plan review, BV is the right choice for meeting the City of Newark's needs.

The firm's range of experience in this arena covers every key area of service defining a building department. The firm is skilled at helping existing departments augment or refine their current level of client service and is also capable of crafting a department from the ground up. Service offerings include:

- Building Plan Review
- Fire Plan Review
- Construction Management & Inspection
- Engineering Reviews
- Permitting
- Inspections
- Planning
- Code Interpretation
- Code Enforcement
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Fee Schedule Evaluation and Updates

The City of Newark can be confident BV is the best choice to provide excellent customer service and qualified staff for all project types.

EXPERIENCE PROVIDING SIMILAR SERVICES

WHAT SETS BV APART

BV understands while the company offers a wide range of services, not every client needs the same solutions. The firm's ability to offer a variety of services and customize services for each client makes BV an ideal partner. BV is justly suited to provide on-call consulting services because we offer:

Unparalleled Building Safety and Code Consulting Expertise

- Consulting to 150+ agencies in the State of California
- Proven turnkey engineering and building safety track record to more than 500 agencies nationally
- Project management and staff augmentation expertise
- Key staff which have assisted in the development and implementation of the latest California codes
- No private sector work = No conflict of interest

Depth of Resources and Proximity to Meet Peak Workloads

- Building and Safety Services will be provided out of the firm's office located in Sacramento
- 200+ offices throughout the United States with 10 in California dedicated to building and safety services
- Registered engineers and ICC certified staff with extensive code compliance expertise and experience
- USGBC LEED review certifying body

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- First U.S. firm to achieve IAS Certification for third party accreditation
- Comprehensive and formalized plan review procedure
- Award-winning web-based project tracking and controls
- A commitment to early and ongoing communication including pre-submittal meetings, one-on-one reviews, etc. to expedite the approval process
- Electronic plan review to save time, money, and paper - a **GREEN** solution

COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

Building safety depends on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building

approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing professional and qualified plan review and inspection staff to the firm's clients.

PERSONNEL QUALIFICATIONS AND PROJECT MANAGEMENT

Bureau Veritas has a robust team prepared to provide the City of Newark with exemplary Building and Safety Services. The firm's team of expert professionals and the technical resources allow it to provide complete building department administration for jurisdictions both large and small. BV aims to partner with existing jurisdiction staff to best complement their efforts and talents, with the capacity to seamlessly adjust its personnel and resources depending on a City's needs. Partnering with BV provides the City immediate resources. As the demand on the agency increases, the firm supplements the additional workload by augmenting its resources. Because of the firm's familiarity with the policies and procedures necessary for maintaining a building department, it has the ability to immediately begin assisting the jurisdiction with its building and community development department administration needs.

One of BV's key assets is the depth of experience its staff possesses. Professional personnel with years of industry experience coupled with a wide-ranging collection of business resources allows BV to uniquely customize and focus on its client jurisdiction's specific needs and requirements. BV has worked directly with jurisdictions in a variety of capacities and is familiar and comfortable working in the fast-changing pace of a growing communities with evolving departments. BV's team is intimately familiar with the policies and procedures necessary for building and maintaining a thriving building and community development department, selecting and managing personnel from administrative to key management positions, and using creative and leading-edge approaches to reaching successful solutions to tough problems.



EXPERIENCE PROVIDING SIMILAR SERVICES

SCOPE OF SERVICES

Bureau Veritas understands the scope of work requested by the City of Newark and is prepared to allocate the necessary resources to deliver exemplary **On-Call Building Inspection Plan Check and Field Inspection Services**, as well as additional support services as needed. BV is able to provide a variable level of plan review assistance to the City on an as-needed basis.

Building Plan Check

BV has the capacity to provide the following plan check services to the City of Newark:

- Architectural, fire and life safety plans examination
- Structural plans examination
- Energy code plans examination
- Accessibility requirements including
 - » Barrier free plans examination requirements
 - » Disabled access, CASp, ADA
- Mechanical, plumbing, electrical code plans examination
- Review and approval of alternate materials, alternative design and methods of construction
- Green Building and LEED consulting including:
 - » LEED submittal consultation
 - » Green building consulting including CAL Green
 - » ENERGY STAR verification
 - » Energy efficiency audits

Architectural Review

BV blends knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all building department needs. The firm is able to tailor solutions specific to the City, having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 40 years.

Structural Review

BV is uniquely qualified and experienced in structural review and inspection. The firm has plan review and inspection personnel which have specialized experience with multi family residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle the City's most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the California Building Code structural provisions.

Mechanical Review

The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the City. BV's staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the City, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.

Plumbing Review

The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the City. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff, have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes and hotels.

Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

Disabled Access Review

BV has extensive experience and capability which will enable its staff to provide complete plan review and inspection utilizing individuals who possess CASp certification. BV has CASp certified individuals who are able to respond to the needs of the City quickly. The firm currently provides CASp certified individuals to jurisdictions in California to meet the requirements of SB 1608.

EXPERIENCE PROVIDING SIMILAR SERVICES

Fire Plan Review

BV staff will consult closely with the Fire Chief/Fire Marshal or their designated representative on any areas of the code requiring a unique interpretation or where alternate methods are being proposed and considered. BV reviews plans of fire suppression systems for compliance with applicable codes, standards, and amendments, including CFC, CBC, the adopted National Fire Protection Standards, the California Health & Safety Codes, CSFM, and U.L. BV's vast experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures.

Green Building Review

BV has plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Firm staff have been involved at various levels of energy code development in California and are certified to review and inspect for energy codes. BV staff have reviewed plans, and inspected projects, which incorporate new technology, and complex energy code compliance. The firm has staff available to the City who are CAL Green Certified.

Building Inspection

BV inspectors are ICC certified and have extensive experience in the construction trades as well. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, the firm's inspection team keeps daily logs to track corrections and plan review changes. BV's inspection teams also have the capacity to provide on-call building inspection services to cover staff vacation time, peak work loads, specialized inspection activities, and any other situations which may arise. These activities may include next-day inspections and same-day response to important or urgent requests. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept.

Building Official

BV staff can work directly with City staff to prepare accurate interpretations of the Code requirements, to adopt and process new codes and their requirements, and to act as a general point of contact for the jurisdiction. The building official will provide the support and direction necessary to facilitate timely and efficient work amongst the jurisdictional staff and other departments. Firm staff is able to analyze applicable ordinances and resolutions of jurisdictions and

make recommendations for approval of appropriate code adoptions, amended as necessary in accordance with the applicable code, to implement an effective and compliant code enforcement program. BV staff will keep current on applicable code requirements adopted at the state or federal levels and inform and implement as necessary to keep the jurisdiction compliant. BV's building official will attend staff, board, and council meetings as required and mutually agreed upon. This individual will oversee other firm staff as well as provide guidance for City staff, applicants, designers, and contractors to navigate the code.

Permit Technician Services

BV is available to work with the City's staff to seamlessly staff the public counter, issue counter permits, answer plan review or inspection questions, and assist the public with a high level of customer service. Permit technician services may include:

- Interface with the public, internal staff and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software

Code Enforcement

BV staff will work with the City staff to investigate violations of City codes and ordinances, collect and analyze data, present cases to City Attorney, issue notices on violations and maintain an accurate record of inspections and findings. Our staff will be knowledgeable about practices of code enforcement and officer safety, and City policies, procedures, administrative and technical regulations. We are able to answer questions pertaining to inquiries, requests, and/or complaints related to licensing and codes.

Public Works Services

BV's extensive experience providing public works inspection and plan review services to multiple agencies throughout California enables us to evaluate items which are essential to providing effective services to the City.

We offer services that range from reviewing and inspecting a single, complex or unique project to handling all plan review and inspection needs for a City. Our staff are dedicated to providing the highest level of customer service and ensuring that all work is in conformance with all requirements. Our resources can be adjusted on fast-track projects, as needed, to meet demanding schedules.

EXPERIENCE PROVIDING SIMILAR SERVICES/REFERENCES

REPRESENTATIVE PROJECTS

The most important selection criteria for clients who choose Bureau Veritas is expertise. Having provided building and safety services for 45 years, BV is a foremost expert in the field. The firm's greatest asset is its reputation. This reputation comes from the best experts in the industry, all acting with the utmost integrity and ethics. The following are representative projects demonstrating BV's experience providing similar on-call services to local government clients.

PLAN REVIEW, INSPECTION SERVICES & IN-HOUSE STAFF

City of Burlingame

CITY CONTACT: RIGOBERTO "RICK" CARO, CHIEF BUILDING OFFICIAL

ADDRESS: 501 PRIMROSE ROAD
BURLINGAME, CA 94010

EMAIL: RCARO@BURLINGAME.ORG

TELEPHONE: 650.558.7270



Dates of Service: 2003 - Present (Active Contract)

BV provides in-house staff and outside plan reviews as well as inspections for a wide range of projects for the City of Burlingame. Staff has reviewed commercial buildings, condominiums, office buildings, medical offices, residential projects, tenant improvements of various complexities as well as buildings for assembly occupancies. BVNA provides a licensed engineer two days per week to the City. BVNA has provided a building inspector to the City to inspect residential and commercial projects.

BUILDING AND FIRE PLAN REVIEW & INSPECTION AND PLANNING SERVICES

City of Tracy

CITY CONTACT: KEVIN JORGENSEN, CHIEF BUILDING OFFICIAL

ADDRESS: 333 CIVIC CENTER PLAZA
TRACY, CALIFORNIA, 95376

EMAIL: KEVIN.JORGENSEN@CITYOFTRACY.ORG

TELEPHONE: 209.831.6415



Dates of Service: 2011 - Present (Active Contract)

Bureau Veritas has provided services to the City of Tracy since 2011, including building and fire plan check and inspection, as well as planning services and ADA assessments. Projects include both small and large scale residential and commercial projects located throughout the city.

EXPERIENCE PROVIDING SIMILAR SERVICES/REFERENCES

BUILDING AND SAFETY ADMINISTRATION **City of West Sacramento**

CITY CONTACT: RANDY GOODWIN

ADDRESS: 1110 WEST CAPITOL AVENUE, 2ND FLOOR
WEST SACRAMENTO, CA 95691

EMAIL: RANDYG@CITYOFWESTSACRAMENTO.ORG

TELEPHONE: 916.617.4660



Dates of Service: 1998 - Present (Active Contract)

BV is proud to be part of the legacy of excellence and well-earned reputation for outstanding customer service that the City of West Sacramento enjoys today. Our team of professionals provides complete building plan review, permit counter, fire plan review and field inspection services that include compliance with Title 24, Part 9 and Title 24, Part 2 for fire and life safety, code interpretation, and recommendations for alternate means of fire protection for more than a decade. We also provide support in the Building Department regarding fire code issues; participate in training for the Building Department, and other departments of the City, including the Fire Department.

RESILIENT CITY PERMIT CENTER & PLANNING SERVICES

City of Santa Rosa

CITY CONTACT: GABE OSBURN, DEPUTY DIRECTOR OF DEVELOPMENT

ADDRESS: 100 SANTA ROSA AVENUE, ROOM 3
SANTA ROSA, CA 95404

EMAIL: GOSBURN@SRGITY.ORG

TELEPHONE: 707.543.3853



Dates of Service: 2017 - Present (Active Contract)

BV was selected to provide post-fire recovery and rebuilding assistance. In 2017, the most destructive wildfire in California history spread through the Sonoma County region and left more than \$1.2 billion of property damage. BV has provided permitting and planning services for the Resilient City Permit Center, an additional permit center dedicated to the rebuilding efforts after the Sonoma County fires. The BV team has been responsible for plan check and inspection, meeting the need for higher than usual permit application volumes. This recovery-centered office has been staffed by our in-house team of plans examiners and permit technicians, offering permit intake and processing, record support, plan check, and inspection services. The Resilient City Permit Center provides the full range of planning and building assistance to residents, contractors, and developers. Our team continues to support the City's needs, after assisting in the rebuild of more than 3,000 residential homes, as well as commercial structures.

PROPOSED TEAM, RESUMES AND REFERENCES

PROPOSED TEAM AND RESUMES

BV has assembled a team of experts who are equipped to deliver exemplary services associated with the provision of services to the City of Newark. **Resumes for the primary staff below in red are included in the APPENDIX.** Resumes for additional personnel may be provided upon request.

Management

Craig Baptista, M.B.A.
Principal-in-Charge

Gene Paolini, C.B.O.
Client Liaison

David Gavranich, E.I.T.
Plan Review Team Lead

Andrea Coley
Inspections Manager

Project Team

Plan Review Engineers

Troy Schmidt, S.E.
George Kellogg, P.E., C.B.O.
Wendy Haggard, P.E.
Cristian Son, P.E.
Askan Delsim, P.E.
Tom Harris, S.E.
Daniel Lee, S.E., C.B.O.
Mac Saber, P.E.

Plans Examiners

David Gavranich, E.I.T.
Chuck Zimmerman
Jeff Wise
Rick Mauldin, C.A.Sp.
Mike Helmer, C.A.Sp.
Gary Eide, C.B.O.
Josh Pino, C.A.Sp.
Murray McCool

Building Inspection

Mark Woods, C.B.O.
Josh Pino, C.A.Sp.
Gary Eide, C.B.O.
Chuck Zimmerman
Jeff Wise
Leon McNeil
Chris Gales
Brian Elder
Sean Burke
John Brownlee

Public Works Services

Michael Middleton, P.E.
Jee Choy, P.E.
Wendy Haggard, P.E.
Craig Hamner, P.E.

Code Enforcement

Josh Pino, CASp
Carl Houston

Building Official

Gene Paolini, C.B.O.
Mark Woods, C.B.O.
Michael Vieira, C.B.O.
Tony Falcone, C.B.O.
George Kellogg, P.E, C.B.O.
Gary Eide, C.B.O.

Permit Technicians

Debbie Galli
Susan Mays
Jessica Hannemann
Leslie Lundholm

Fire Prevention Team

Lisa Beaver, FPE
Andrew Reiwitch
Dennis Moss
Jeff Hartsuyker
Rick Perry

REFERENCES

Bureau Veritas has served nearly 200 jurisdictions throughout California over the past 45 years including cities and counties, as well as institutional clients. **Select references including the name, agency, title, address and telephone number of client contacts may be found on pages 7-8 of this proposal.**

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and 4LEAF, INC., a 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: Building Inspection field inspection and Miscellaneous Support Services.

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", 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 One Hundred and Sixty Thousand Dollars (\$160,000.00) 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 and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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
Building Inspection
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 billing, 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. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

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.

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.

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. 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 and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are

to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. 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 Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
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.

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

No policy required by this paragraph 12 shall include a “wasting” policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

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 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 Insurance. For any claims related to these 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.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

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. Qualifications. 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.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements 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, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

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 any insurance policy or proceeds available to the named insured; whichever is greater.

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire in one (1) year from said date or the Agreement may be extended up to two (2) additional one (1) year terms as authorized by the Public Works Director.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

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

BUREAU VERITAS NORTH AMERICA, INC. CITY OF NEWARK

CRAIG TOLE
Executive Project Manager

PUBLIC WORKS DIRECTOR
Administrator

Address: 4Leaf, Inc.
Attn: Craig Tole
2126 Rheem Drive
Pleasanton, CA 94588

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

4LEAF, INC.
a California Corporation

By _____
City of Newark

By _____
Kevin Duggan, President

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Field Inspection: The consultant shall provide a variety of inspection services under building permits that could include, but is not limited to: inspection of commercial, industrial, and residential construction projects governed by state and local construction codes. The City of Newark is on a 9/80 schedule and is closed every other Friday.

Miscellaneous Support Services: The consultant shall provide various services, if offered, for permit technician, fire sprinkler review, inspections relating to the California Fire Code, temporary building official, and public works inspections.



Section E: Rate Schedule

NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review	Plan Review Percentage: 65% City Plan Review Fee

Staff Augmentation Services*

Interim Chief Building Official.....	\$140/hour
Structural Plan Review (Structural Engineer)	\$155/hour
Structural Plan Reviewer (Professional Engineer)	\$125/hour
Fire Protection Engineer (Professional Engineer)	\$170/hour
ICC Certified Plans Examiner	\$105/hour
Senior Lead Inspector	\$125/hour
Code Enforcement Officer.....	\$95/hour
Certified Building Inspector I	\$80/hour
Certified Building Inspector II	\$95/hour
Commercial Inspector/Building Inspector III.....	\$115/hour
Sr. Permit Technician.....	\$75/hour
Permit Technician.....	\$65/hour
Public Works Inspector.....	\$145/hour
Senior Planner	\$150/hour
Associate Planner	\$120/hour
CASp Inspection/Review.....	\$150/hour
Hourly overtime charge per inspector	1.5 x hourly rate

*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel.

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4 hour minimum charges unless stated otherwise. Services billed in 4 hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed in Section E, Rate Schedule.
- All plan review services will be subject to 2-hour minimum fee.
- 4LEAF assumes that these rates reflect the 2020-2021 contract period. 3% escalation for 2022 and 2023 is negotiable per market conditions.
- Overtime and Premium time will be charged as
 - *Overtime (over 8 hours M-F or Saturdays)* 1.5 x hourly rate
- Mileage, driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.



As an experienced firm, 4LEAF has approaches to working with clients that differ from those you might encounter with a large corporation. ***The 4LEAF philosophy is to be the best firm by providing our clients with outstanding customer service and first-rate plan review and inspection services. We put our philosophy into action by building client relationships and prioritizing the needs of our clients—this has led us to become the industry leader in providing Building Department Services to both public and private clients throughout California.***

4LEAF has provided plan review and inspection services for numerous projects including marijuana facilities office campuses, parking garages, transportation facilities, city/county-owned buildings, universities, public schools, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. 4LEAF has also performed thousands of plan reviews on residential properties and tenant improvements.

4LEAF’s staff has a depth of experience in working with all types of building structures and has performed inspection and plan review services on more than \$35 billion dollars in construction during the past 20 years. We have worked with planning and building departments in the construction, rehabilitation, and repair of both public and private buildings as well worked with design review and preservation boards to determine the design criteria and associated project requirements of building improvements. In addition, our staff have performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

Basic Services Provided by Firm

Building Department Services	Construction Management and Public Works Inspection	Engineering / Environmental Services
<ul style="list-style-type: none"> • Jurisdictional Inspectors <ul style="list-style-type: none"> ❖ Residential ❖ Commercial • OSHPD/DSA Inspectors of Record • ICC Certified Plan Review • California Certified Accessibility Specialists (Inspection & Review) • Leed Accredited Professionals • ICC Certified Building Officials • Complete Building Department Services • In House Plan Review • Offsite Plan Review • Property Condition Surveys • Fire Recovery Program Services 	<ul style="list-style-type: none"> • Constructability Reviews • Baseline Schedule Review • Stakeholder Coordination • Submittals & RFI’s Review • Performing Claims Analysis • Public Works Inspection • Construction Monitoring & Reporting • Well/Septic • Wastewater Treatment Plant • Civil Plan Review 	<ul style="list-style-type: none"> • Phase I & II Environmental Assessments • Storm Water Pollution Prevention • CERCLA and RCRA Remedial Investigation Work Plans • NPDES Permitting and Compliance • Engineering Cost Estimates • Geotechnical Engineering • Soil Characterization & Waste Profiling • Health & Safety Plans

Firm’s Financial Stability

4LEAF is a financially-stable company and many of our contracts are multi-year, which provides a large base for stability, a significant backlog of funding, and the support for many in-house resources. **During the past 20 years, 4LEAF’s reputation for technical excellence and corporate integrity has allowed us to grow our staff and expand our services into new areas.** We presently have seven offices located throughout California, Nevada, Washington, and New England. We have a staff of more than 300 certified and licensed Engineers, Architects, Construction Managers, Inspectors, Permit Technicians, and Administrative employees available to serve our clients and ensure that any needs are met with friendly, accommodating, and experienced assistance.



Plan Review

4LEAF plan reviews approximately 10,000 plans each year and has the depth of experience in providing consultant services on a variety of projects. Our project history includes City/County owned properties, laboratories, military projects, transportation projects, office buildings, criminal justice facilities, health care facilities, and high-profile Type B commercial construction projects. Our project history includes:

- Wynn Casino, Everett, MA – (\$2.6 Billion)
- County of San Mateo PDU Program – (\$1 Billion)
- City of Cupertino – Main Street Cupertino (\$300 Million)
- Administrative Office of the Courts – (\$200 Million)
- City of Cupertino – Apple Campus 2 Parking Garages (\$130 Million)
- University of California, Davis Campus Projects (\$130 Million)
- City of Palo Alto – VMware (\$125 Million)
- City of Livermore – Fire/Building Reviews for Paragon Outlet Mall – Phases 1 & 2 (\$100 Million)
- County of Stanislaus – County Jail Buildings 1, 2, and 3 (\$90 Million)
- County of Calaveras – Adult Detention Facility and Administration Building (\$68 Million)
- City of Winters – PG&E Gas Operations Training Facility (\$65 Million)
- City of East Palo Alto – University Plaza (\$65 Million)
- City of Pleasanton – Workday Campus (\$60 Million)
- City of Palo Alto – College Terrace (\$50 Million)
- City of Dublin – Ross Headquarters (\$50 Million)
- Tuolumne County – Juvenile Detention Center (\$35 Million)
- County of Alameda GSA – Ashland Youth Center (\$34 Million)
- City of Palo Alto – Stanford Hospital Parking Garage and Visitors Center (\$32 Million)
- City of Palo Alto – Park Blvd, Park Plaza (\$30 Million)
- City of Monterey – Conference Center Renovation (\$25 Million)

Project Inspection

4LEAF is the Northern California's leader in Project Inspection Services. Here is a list of our recently completed or in-progress commercial projects:

Building Projects

- Apple Campus 2 (\$6 Billion)
- VMware (\$1.3 Billion)
- CDCR (\$800 Million)
- Taube-Koret CJL (\$350 Million)
- UC Merced Phase 1 (\$350 Million)
- California Dept. of Parks and Recreation (DPR) (\$250 Million)
- St. Joseph's Hospital, Stockton, CA (\$120 Million)
- BART Dublin Station, Dublin, CA (\$116 Million)
- Lawrence Berkeley National Lab CRTF (\$115 Million)
- Los Angeles Downtown Park (\$100 Million)
- Stockton Ball Park and Arena (\$100 Million)
- Calaveras County Jail (\$68 Million)
- Downtown Health Center, Santa Clara County (\$50 Million)

Public Works Projects

- Apple Campus 2 (\$6 Billion)
- Clark County I-215 Interchange (\$50 Million)
- Amtrak Extension, Sac RT (\$40 Million)
- America's Cup Marina (\$25 Million)
- Richmond Field Station (\$25 Million)
- Yosemite Slough, Candlestick Pt. (\$14 Million)
- PG&E Gas Pipeline Replacement (\$10 Million)
- Downtown Burlingame Utilities (\$8 Million)
- W. Sacramento Capitol Ave (\$7 Million)
- W. Sacramento Tower Bridge (\$6 Million)
- Auburn Blvd, Citrus Heights (\$5 Million)
- City of Cotati Train Depot (\$1.7 Million)
- City of Walnut Creek Streetscape (\$ TBD)



Plan Review Services

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CAsp) compliance, and all other applicable ordinances. ***Types of projects we provide these services for include; Single-Family Dwellings, Multi-Family Dwelling Units, Commercial, and Industrial.***

On-Site Review Work Plan

4LEAF can supply Registered Professional Engineers to the City of Brentwood to work on-site performing structural plan review and non-structural reviews at the Jurisdiction's discretion. 4LEAF currently supplies on-site review to such Municipalities as:

County of Sonoma

City of Palo Alto

City of Livermore

City of San Jose

Livermore/Pleasanton Fire Dept. (LPPFD)

City of Roseville

Menlo Park Fire Protection District

City of Greenfield

City of Pacific Grove

Town of Paradise

City of Hollister

City of Gilroy

City of Sacramento

County of San Benito

Off-Site Review Work Plan

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as, structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or, as needed, at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.



Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is widely recognized for quick turn-around times and prompt service. We have provided some elaborate examples in our Reference section - please read through our **similar experience** examples and contact our references to learn about our abilities and commitments to our clients. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Resubmittal Review	2 nd Resubmittal Review	Expedited Review	Expedited Resubmittal
Residential	<24 Hours (pick up & delivery)	<10 Days	<5 Days	<3 Days	<5 Days	<3 Days
Commercial	<24 Hours (pick up & delivery)	<10 Days	<5 Days	<3 Days	<5 Days	<3 Days
Large Commercial >15,000 SF.	<24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

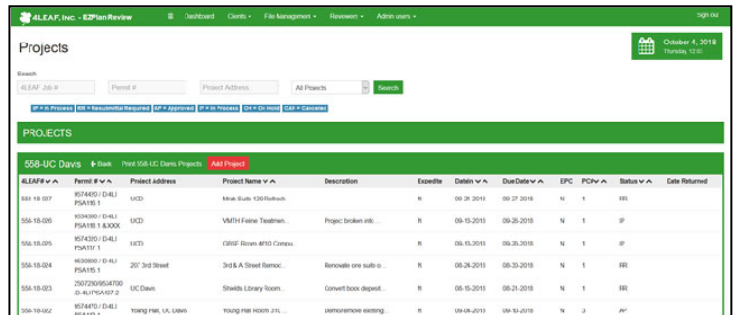
Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City’s phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail for “pick-up” to pickup@4leafinc.com.

Document Control & Electronic Plan Review

When plans and documents are received for review, 4LEAF’s Plan Review Manager and Document Control Technician analyzes the project, creates a job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria and notes applicable contact information. Jobs are transmitted through 4LEAF’s easily accessed EZPlan Review portal which tracks initial and subsequent reviews and is open for view by the customer. The City and their customers can view 4LEAF’s plan control log through **EZPlan Review Portal**.

Plans then get distributed for review to a 4LEAF team consisting of a Plan Review Engineer or Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs their function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and City amendments. Code review methodology entails “The Effective





Use of the CBC” reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the pre-designated contacts.

4LEAF’s EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the plan review process.

Electronic Plan Review

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF’s offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation.



Additional Technologies

Having served more than 100 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF’s experience with tracking technologies include but are not limited to:



Structural Only Review

Upon request, 4LEAF will perform “structural only” reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZPlan Review system. 4LEAF prefers PDF files for “structural only” reviews as they allow several Structural Engineers to review plans together should there be design-related questions. The majority of 4LEAF’s plan review engineers have a design background and work well with project designers.

Certified Access Specialist (CASp)

4LEAF has nine Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice.



CASp Inspector	Certification No.	Expiration
Sarah Deyhimi, P.E.	CASp-876	03/13/2022
Jerry Thome	CASp-104	09/14/2021
Mike Anderson, P.E.	CASp-328	09/22/2021
Peter Oliver	CASp-818	04/11/2021
David Rashé, CBO	CASp-213	06/23/2021
Scott Wungluck	CASp-560	04/29/2020
Brent Hipsher, CBO	CASp-422	04/12/2021
William Holl, AIA	CASp-509	12/6/2021
Edward Fang, P.E.	CASp-227	6/24/2024



Inspection Services

4LEAF maintains the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF’s inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day. Simply call, email, or text our assigned Project Manager for an immediate response.**

We maintain an on-call database for as-needed requests with our clients. 4LEAF utilizes this service for more than 100 municipalities. Below is a snapshot of our database.

Building Department Staffing Sheet

Monthly Inspection Assignment Schedule

	Brentwood	Burien	Calaver	Camp	Cal Poly	Crt Mad	Cup	Dublin	EPA	Fremont	Folsom	Galt	Gilroy	Hayward	Hidsbrg	Hollister	Kent	Lathrop	Liv	Livg	LFPD	Mendoc	Merio P	Mnio Fin	Modesto	Napa
2-Oct	ME/CW	RS2			RS/HC	PM		8		ME2/TN/RM	JD/CS/L	GO	DH/CP			8	JB	BA		TS/L			BC			RST
3-Oct	ME/CW	RS2			RS/HC			8		ME2/TN/RM	JD/CS/L	GO	DH/CP			8	JB	BA		IL	GM			BC	SB	RST
4-Oct	ME/CW	RS2			RS/HC	PM		8		ME2/RM	JD/CS/L	GO	DH/CP			8	JB	BA		TS/L				BC	JS/SB	RST
5-Oct	ME	RS2	BL		RS/HC			8		ME2/TN/RM			DH/CP			7	JB	BA		IL				BC	JS/SB	RST
6-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM/MW			DH/CP	TO		7	JB	BA		TS/L				BC		RST
9-Oct	ME	RS2	BL	TN	RS/HC	PM		8		RM/3x			DH/IT			6	JB	BA		TS/L				BC		RST
10-Oct	ME/CW	RS2	BL	TN	RS/HC			8		RM/DC/GC			DH/IT	MJ		6	JB	BA		IL	GM			BC	SB	RST
11-Oct	ME/CW	RS2	BL	TN	RS/HC	PM		8		RM/IL/2x			DH/GC 1/2 Day	MJ		7.5	JB	BA		TS/L				BC	JS/SB	RST
12-Oct	ME	RS2	BL		RS/HC			8		RM/IL/1x			DH/IT	MJ		7	JB	BA		IL				BC	JS/SB	RST
13-Oct	ME/PK	RS2	BL	TN	RS/HC	PM		8		RM/DB			DH/IT	Zk		7	JB	BA		TS/L				BC		RST
16-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM			DH/CP			7	JB	BA		TS/L				BC		RST
17-Oct	ME	RS2	BL		RS/HC			8		ME2/RM/RH			DH/CP			7	JB	BA		IL	GM			BC	SB	RST
18-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM			DH/CP/3x			7	JB	BA		TS/L				BC	JS/SB	RST
19-Oct	ME	RS2	BL		RS/HC			8		ME2/RM			DH/CP/1			7	JB	BA		IL				BC	JS/SB	RST
20-Oct	ME	RS2	BL		RS/HC	PM	GC	8		ME2/RM/MW/TO			DH/CP/1			7	JB	BA		TS/L				BC		RST
23-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DH/CP			7	JB	BA		TS/L				BC		RST/IT
24-Oct	ME	RS2	BL		RS/HC			9		MC			DH/CP			7	JB	BA		IL	GM			BC	SB	RST/IT
25-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DH/CP			7	JB	BA		TS/L				BC	JS/SB	RST/IT
26-Oct	ME	RS2	BL		RS/HC			9		MC			DH/CP			7	JB	BA		IL				BC	JS/SB	RST
27-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DH/CP	ZK/TO/DB		7	JB	BA		TS/L				BC		RST
30-Oct	ME	RS2	BL		RS/HC	PM	GC	9		MC			DH/CP			7	JB	BA		TS/L				BC		RST
31-Oct	ME	RS2	BL		RS/HC		GC	9		MC			DH/CP			7	JB	BA		IL	GM			BC	SB	RST
1-Nov	ME	RS2	BL		RS/HC	PM	GC	9		MC			DH/CP	RH		7	JB	BA		TS/L				BC	JS/SB	RST
2-Nov	ME	RS2	BL		RS/HC		GC	9		MC			DH/CP			7	JB	BA		IL				BC	JS/SB	RST
3-Nov	ME	RS2	BL		RS/HC	PM	GC	9		MC			DH/CP			7	JB	BA		TS/L				BC		RST

Inspection Options

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF’s Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, North Bay, and Central Valley.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 – 36 Months).

D.7 Approval of a Second Amendment to a Contractual Services Agreement with Hurst/Harrigan Associates for retail retention and attraction services at NewPark Mall – from Community Development Director Turner. (RESOLUTION)

Background/Discussion- In April 2018, the City Council adopted the NewPark Place Specific Plan (the “Plan”), which is a comprehensive, long-term land use planning document intended to guide development at NewPark Mall and the surrounding areas as identified in the Plan. Since adoption of the Plan, City staff has worked with Brookfield Property Inc. (Brookfield), the current owner of NewPark Mall, to implement the Plan. Brookfield’s initial implementation proposal includes a residential/ground-floor retail building and adjustments to the Plan to accommodate future residential and retail phases.

The challenge for the City is to take advantage of the strength of the residential market that will support the initial development while ensuring the NewPark Mall retail is strengthened to support the objectives of the Plan. Staff feels it is appropriate for the City to have independent advice on the retail development to ensure the Plan’s regional retail goals are achieved.

The City has taken several steps already to ensure that NewPark Place retail and commercial vision is carried through each implementation phase. An initial step was to hire Ms. Pat Hurst of Hurst/Harrigan Associates (HHA) to serve as the City’s retail consultant. In November 2019, the City Manager executed a contract with HHA for compensation not to exceed \$49,000 to provide assistance with repositioning the proposed NewPark Place as a regional retail destination as envisioned in the City’s Specific Plan. Under the initial contract, the foundational demographic and market demand research and analysis of the retail trade area and identification of retail tenants that may be interested in this location occurred. HHA also prepared for and participated in the initial meeting with Brookfield on December 12.

In April 2020, City Council approved the first amendment to the HHA contract increasing the budget by \$76,752 for a total of \$125,752. This amendment supported completion of the foundational work and the next phase of HHA’s work: retail retention and attraction services, with attendant negotiations and site planning. In summary, the services the consultant provided under the initial contract and the first amendment included five major categories: (1) Evaluate existing tenants and property, and develop standards for competitive retail management, (2) Assess trade area characteristics including a demand and demographic analysis, (3) Develop a tenant plan, (4) Implement tenant retention and attraction, and, (5) Support Staff in negotiations to achieve Specific Plan goals with property owners.

The requested second amendment would allow HHA to continue work as described in the scope of work for the first amendment, particularly review of Brookfield’s Retail Plan in context of its requested amendments to the Specific Plan, and advance retail attraction work. Depending on the progress Brookfield makes, and the volatility of the retail market, staff is likely to recommend increases to this contract in the future. Right now, such increases are speculative because we do not yet have Brookfield’s Retail Plan.

Fiscal Impact - The second amendment to the agreement includes a budget increase of \$30,248 for a total of \$156,000. On August 18, 2020, the City and Brookfield executed a Reimbursement Agreement. The costs associated with the HHA scope work were anticipated within the Reimbursement Agreement, and the added funding for the proposed second amendment matches the Reimbursement Agreement. Therefore, there is no financial impact to the City as a result of the requested amendment to the HHA agreement.

Attachments – Resolution, Second Amendment to the Contractual Services Agreement

Action – Staff recommends that the City Council adopt a resolution authorizing the City Manager to Execute a Second Amendment to the Contractual Services Agreement with Hurst/Harrigan Associates to Provide Professional Retail Consulting Services for retail retention and attraction.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH HURST/HARRIGAN ASSOCIATES TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR RETAIL RETENTION AND ATTRACTION

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Hurst/Harrigan Associates, dated November 22, 2020, for professional retail services for the repositioning of the NewPark Mall (the "Agreement"); and

WHEREAS, pursuant to Resolution No. 10421, Purchasing Rules and Regulations, the City Manager executed the Agreement; and

WHEREAS, on April 23, 2020, the City Council of the City of Newark adopted Resolution No. 11043 authorizing the City Manager to execute a first amendment to the Agreement for a total not to exceed amount of \$125,752; and

WHEREAS, the City finds that there is a need for additional services to achieve the vision for the NewPark Place and increase sales tax for the City, and desires to amend the Agreement to provide additional funding for an expanded scope of services that are provided by Consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the second amendment to the Contractual Services Agreement with Hurst/Harrigan Associates to provide professional services for the development of a retail retention and attraction services, and to increase the not to exceed amount of the Agreement, by \$30,248, for a total not to exceed amount of \$156,000. The second amendment is on file with the City Clerk.

**SECOND AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND
HURST/HARRIGAN ASSOCIATES**

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Hurst Harrigan Associates, an S corporation ("Consultant") (sometimes referred to as "Parties") dated November 22, 2019, is entered into as of September ___, 2020 for retail retention and attraction services.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide professional general advisory services for the repositioning of NewPark Mall into the NewPark Place by the mall owners, including Brookfield, Macy's and Seritage, as envisioned in the NewPark Place Specific Plan; 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 executed a First Amendment to the Agreement on dated April 23, 2020, to provide additional funding and an increased term for an expanded scope of services (the "First Amendment"); and

WHEREAS, the Parties desire to amend the Agreement again, to provide additional funding; and

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

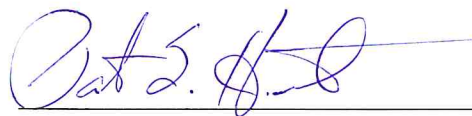
NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$30,248, for a total not to exceed amount of \$156,000 (from a previous not to exceed amount of \$125,752).
2. Exhibit 1 Scope of Services, Compensation and Term is amended as follows:
 - A. Section 2 is amended to reflect the additional funding, as follows. Task 4 Cost Estimate is amended from \$21,752 to \$50,000 for an additional \$18,248. Task 5 Cost Estimate is amended from \$17,000 to \$29,000 for an additional \$12,000.
 - B. With the exception of the foregoing, all other terms and conditions of the Agreement, as amended by the First Amendment, remain in full force and effect.

City of Newark

Consultant

David J. Benoun
City Manager



Pat S. Hurst
Hurst / Harrigan Associates

Dated: _____

Dated: Aug. 31, 2020

Attest:

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
Interim City Attorney

EXHIBIT 1

HURST HARRIGAN ASSOCIATES AGREEMENT SECOND AMENDMENT

SCOPE OF SERVICES, COMPENSATION AND TERM

Consultant shall provide services for Retail Retention and Attraction (hereinafter “Services”) which provides a strategy for establishing a desirable increase, upgrade and diversity in the mix of retail uses in the NewPark Mall in the City of Newark (“City”). The Consultant will assist the City to attract quality regional and national retailers to NewPark Mall (Mall). The services will also emphasize the retention of successful, quality businesses now located in the Mall. This program will support the repositioning of NewPark Mall into NewPark Place (NewPark Place) as envisioned in the City’s Specific Plan, as set forth in the original agreement dated November 22, 2020.

Section 1. General.

- A. The performance of all services by Consultant shall be to the satisfaction of the City.
- B. All of the services to be furnished by Consultant under this Agreement shall be of the highest professional standard and quality which prevail among retail real estate Consultants of superior knowledge and skill engaged in related work throughout California under the same or similar circumstances.
- C. Consultant shall coordinate all services with the City’s staff and separate Consultants and contractors performing work to achieve NewPark Place, as necessary.
- D. Consultant shall attend meetings as directed by staff and as necessary in order to complete all services contemplated herein to the satisfaction of City.
- E. Consultant shall commence work at the direction of the Director of Community Development, which direction shall take the form of a Notice to Proceed that specifies the service, deliverable and schedule per the tasks set forth below.

Section 2. Services to achieve NewPark Place Specific Plan Vision

For purposes of this scope of services, the area identified as NewPark Place Specific Plan refer to areas owned by Brookfield Properties, Seritage, and Macy’s which are within the NewPark Mall Road (Perimeter Road) plus the Brookfield Properties site at 4000 NewPark Mall Rd.

Task 1. Evaluate Mall Operations & Tenant Mix - Consultant will complete the work started on the evaluation of the physical layout of the Mall, operations, and existing tenant mix. Consultant will work with staff and experts to analyze and rank NewPark performance in comparison with industry standards, and in comparison with other Bay Area regional retail centers. Consultant will prepare recommendations for retail management standards, the operating practices that support tenants and draw customers. Retail standards typically include maintenance

and repair standards, emergency response plans, signage and wayfinding master plans, shopping center marketing, public events and attractions, and public area and place-making strategies. Retail standards will be used to confirm the expectations between all parties of the caliber of tenant and customer support and engagement. **Deliverables:** Written list of recommended retail management standards by item with definition. **Timeline for Completion:** at direction of Community Development Director; **Cost Estimate: \$5,000**

Task 2. Assess Trade Area Characteristics - Consultant will complete the assessment of current and potential customers within the trade area who could be served by a regional retail destination. Analysis may be based on radius and drive time, and includes analysis of critical population characteristics (population, average income, education, age and family size, etc.) for residents, with some detail for employees in the trade area. Demographics may also characterize customers by life style preferences and spending choices including identifying where Newark trade area shoppers travel for goods not offered locally. Demographics will be analyzed in comparison with other (comparable) retail trade areas that have attained strong retail offerings. The comparisons will help staff, brokers and retailers understand the potential for currently under-represented retail in the regional trade area. Demographic data will be translated into demand for goods and store space so retailers know whether a new store will be profitable. Data from multiple sources will be cross checked for reliability. The effect of competition from nearby centers including Union Landing, Pacific Commons and Valley Fair will be quantified. **Deliverables:** Written report consisting of demographic data and analyses supported by oral presentation, intended for use to complete other tasks described within this agreement. **Timeline for Completion:** Initial phase complete, updates ongoing; **Cost Estimate: \$32,000.**

Task 3. Retail Void & Opportunities Study - Consultant will quantify the amount of potential demand in the regional trade area for retail goods (by category) and retail stores (by store type, such as general merchandise, or home furnishings). The quantified demand is needed to translate the demographic information (Task 2) into a Retail Tenant Plan. The Plan will include potential tenants that fill the retail void, co-tenant synergies and potential sales tax generation. **Deliverables:** Written report consisting of data, results, and analyses supported by oral presentation, intended for use to complete other tasks described within this agreement. Oral reports on an as-needed basis as directed by City staff. **Timeline for Completion:** Initial phase complete, updates ongoing. Complete Retail Tenant Plan by June 2020. Updates ongoing; **Cost Estimate: \$50,000.**

Task 4. Retail Tenant Retention and Attraction - Consultant will begin the implementation of the Retail Tenant Plan by assisting and guiding the preparation of marketing packages and sales presentations to retailers identified in the Retail Tenant Plan, (Task 3)). As tenant attraction is usually a multi-year process due to the extensive due diligence required for financial investment of new stores in a highly competitive site selection environment, this task may require repeated proposals and negotiations in an ongoing effort to address tenant needs. Activities will also include maintaining on-going communication with brokers and tenants regarding competing retail centers. **Deliverables:** Ongoing oral reports including descriptions of new opportunities, status of “in process” discussions and negotiations, corporate approvals and disapprovals; refinement of the Retail Tenant Plan. **Timeline for Completion:** Ongoing until end of term of agreement; **Cost Estimate: \$50,000**

Task 5. Attend Brookfield, Seritage, Macy's Meetings, Tenant Tours, Advise on Specific

Plan – Assist staff with Brookfield and other property owner retail negotiations including improving and contracting existing Mall tenant mix, and provide recommendations on re-tenanting vacant store space. Assist staff with revisions to the Specific Plan, including advice on public spaces, retailer visibility, and customer draws. **Timeline:** Complete initial phase June 2020; on-going activities to conclude at end of agreement term. **Cost Estimate: \$29,000**

Section 5. Term of Agreement

The term of the original agreement is amended to expire December 31, 2023

EXHIBIT 2

HURST HARRIGAN ASSOCIATES AGREEMENT FIRST AMENDMENT

RATE SCHEDULE

Note: Rate Schedule is unchanged from Original Contract dated November 22, 2019
It is provided here as information to the Council

HOURLY FEE SCHEDULE

Current hourly rates are:

\$425 per hour, Principal billing rate;

\$275 per hour, Senior Consultant billing rate;

\$175 per hour; Technical support; and,

\$130 per hour, Administrative support.

*Note: All hourly fees will adjust by 5% starting January 2021.

EXPENSE REIMBURSEMENTS

Expenses are limited to ordinary and customary costs for travel time; airfares; hotels; ground transportation/mileage; telephone calls; delivery; graphics, and printing; entertainment/meals; meals while traveling; postage; and pre-approved conferences, etc. Expenses typically run 12% of the total contract amount unless special requests are made for extensive travel and entertainment.

3579076.1

F.1 Approval of the NEWARK CARES Funding Plan – from City Manager Benoun, Community Development Director Turner, and Finance Director Lee. (RESOLUTION)

Summary – The City of Newark is slated to receive \$604,590 in funding through the CARES Act, which is Federal legislation designed to provide economic relief in response to financial impacts caused by the COVID-19 pandemic.

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute the NEWARK CARES Funding Plan that would allocate the monies towards several programs, specifically: (1) \$200,000 for a Rental Assistance Program; (2) \$200,000 for a Small Business Grant Program; and (3) \$204,590 for miscellaneous programs and services, including food distribution events, Personal Protective Equipment (PPE) for Newark community members, and reimbursements for various expenses previously incurred by the City.

Background/Discussion – In March 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The package provides over \$2 trillion in economic relief programs to assist workers, families, and businesses, as well as state, local, and tribal governments.

The State of California received over \$15 billion in CARES Act funding. The State’s Fiscal Year 2020-21 Adopted Budget includes \$500 million from this funding for cities, with \$275 million to be allocated on a per-population basis to cities with populations below 300,000. Under this framework, the City of Newark is expected to receive \$604,590.

Funding Guidelines

CARES Act funding can only be used for necessary expenses related to the public health emergency, including the expense of responding directly to the emergency as well as second-order effects of the pandemic and other related expenses which were not accounted for in the current budget.

The following are general categories of eligible expenses:

- Medical expenses, such as costs of providing COVID-19 testing;
- Public health expenses, including costs of communicating and enforcing public health orders and acquiring/distributing personal protective equipment (PPE);
- Payroll expenses for public safety or similar employees whose services are substantially dedicated to mitigating or responding to the public health emergency;
- Expenses related to facilitating compliance with COVID-19-related public health measures including bolstering telework capabilities for public agencies, delivering food to vulnerable populations, and providing paid sick/family/medical leave to

public employees;

- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as grants to small businesses, rental/mortgage assistance, eviction prevention, homelessness prevention grant programs, and unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government; and
- Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the program’s eligibility criteria, including matching requirements for FEMA Public Assistance Grants.

Eligible expenses must be spent between March 1, 2020 and December 30, 2020. Funds not spent by December 30, 2020, must be returned to the U.S. Treasury in accordance with Federal guidelines. The City must submit a report to the State by the end of September indicating how the monies are anticipated to be used. Any unused CARES Act funds could be allocated to other jurisdictions throughout the State.

Reimbursable Expenditures To-Date & Estimated Expenditures through 2020

The following table itemizes COVID-19 related expenses that the City has incurred to date and that are reimbursable with CARES Act funding, along with estimated expenditures through the end of the calendar year:

Expenditure Category	Description	Expenditures from March 1, 2020 - June 30, 2020	Estimated Expenditures through December 30, 2020
Budgeted Personnel and Services Diverted to a Different Use	Recreation staff was diverted from their normal duties to operating a food disbursement program.	8,209	16,000
Food Programs	Costs for establishing a food program	4,641	None (City no longer purchases food because food is now being donated by Tri-City Volunteers.)
Telework & Technology	Technological improvements, such as increasing broadband capacity and setting up virtual private networks. Includes hardware purchases (laptops/tablets) and software that enables telework.	6,362	132,000

Payroll for Public Safety Employees	Police Patrol Team schedule was modified to minimize the number of officers in the building to limit contacts. This resulted in overtime. The schedule has since reverted to the previous schedule.	47,025	None
Personal Protective Equipment (PPE) for City Employees	Costs for acquisition of PPEs such as gloves, masks, face shields, Tyvek suits.	6,778	8,800
Federal Leave Benefits (Families First Coronavirus Response Act – FFCRA)	Law that requires employers to provide Emergency Paid Sick Leave, and Emergency FMLA leave under qualifying circumstances.	43,494	40,000
Community Outreach	Costs for acquisition and distribution of COVID-19 kits (facemasks, sanitizing products, and informational materials) to the public via the Promotores Group.	10,900	Community needs for additional PPE is unknown at this time.
Public Health Expenses	Costs for increased disinfection of public areas, installation of plexiglass barriers in workplaces, and attorneys’ fees incurred due to COVID-19 pandemic..	24,691	74,095
Total Expenditures		\$152,100	\$ 270,895

Proposed Spending Plan

The City has incurred \$152,100 in expenditures to date that are reimbursable under the CARES Act. The State continues to clarify exactly which expenditures are reimbursable and which items are not. The above table includes \$50,000 in attorneys’ fees incurred in connection with the COVID-19 pandemic but it is uncertain as to whether those are reimbursable. In addition, the \$40,000 in Federal leave under the FFCRA may not be expended.

If the attorneys’ fees are not reimbursable and the FFCRA leave is not utilized, then it is anticipated that the City would incur an additional \$180,895 in expenses that are eligible for reimbursement under the CARES Act.. This would leave an estimated balance of \$271,595.

There is no doubt that the COVID-19 pandemic has had – and continues to have – dramatic impacts on our local economy, including our small businesses and tenants. There are various programs (primarily at the County level) that are available to provide much needed assistance;

however, based on continued, reduced economic activity due to various partial business closures and operational limitations there is a need for additional relief.

Staff therefore proposes that the City adopt the following spending plan that would distribute monies towards various programs that would provide further economic relief to the Newark community:

- \$200,000 for a Newark Residential Renter Assistance Program;
- \$200,000 for a Newark Small Business Grant Program; and
- \$204,590 for the miscellaneous City expenses outlined in the above table (i.e., Federal protected leaves, PPE, enhanced sanitation of City facilities, telecommuting equipment, etc.)

To the extent the City will incur expenditures above the \$204,590 that are eligible for reimbursement under the CARES Act, the City will submit qualifying expenditures to FEMA for reimbursement. However, it should be noted that FEMA reimbursements are limited to 75% and will not be repaid immediately. Any monies that are spent that cannot be recovered from FEMA would need to be paid from the City's reserves.

Proposed \$200,000 Allocation for Residential Rental Assistance Program

The objective of this program would be to mitigate financial hardships to Newark residential rental households resulting from a COVID-19 pandemic related job loss or significant reduction of salary.

The program would provide a one-time \$2,500 emergency grant to help bridge the gap between the amount a renter has been able to pay their landlord and the total amount of back rent due. The eviction moratorium that was adopted by the Council earlier this year *delays* the obligation to pay rent – it does not *forgive* the obligation to pay rent. An allocation of \$200,000 to this program would provide assistance to 80 Newark households.

Staff recommends that the program contain the following eligibility requirements that applicants would have to satisfy in order to receive the grant:

- Demonstrate residency in Newark;
- Have job loss or loss of income directly related to COVID-19 that impacts their ability to pay rent; and
- Have a residential lease in the applicant's name.

In anticipation of receiving a high volume of applications, staff recommends that the applications be prioritized as follows:

- Applicants have a level of income lower than 80% Area Median income ("AMI") which

- would mean that lower percentages of AMI would be weighted as higher priority.
- Applicants demonstrate they are “rent-burdened.” Applicants are considered “rent-burdened” if they spend more than 30% of their monthly household income on rent. Higher percentages of rent-to-income ratios would be weighted as higher priority.
 - Applicants who are single, head of household with children would receive higher priority.
 - Applicants who have special circumstances may be weighted as higher priority, such as an ability to demonstrate significant medical expenses due to COVID-19.

Staff recommends having a third-party administrator manage the program because applicants would need to provide a significant amount of confidential financial information along with the application. A professional administrator would ensure that the records are kept confidential and not disclosed to the public. The third-party administrator would accept and review applications and supporting documents, assess eligibility requirements, score the applications, and recommend grant recipients. The City’s Finance Department would issue the checks directly to the recipient’s landlord.

City staff has had preliminary conversations with representatives of the Family Resource Center (FRC), which is located in Fremont and serves the Tri-Cities area. The FRC provides administration for the City of Fremont program and they are finalizing an agreement to administer Union City’s renter assistance program as well. It is anticipated that FRC would charge the City an administrative fee, possibly as high as \$40,000. If that occurs, staff recommends that it be subtracted from the proposed \$204,590 miscellaneous expense allocation.

FRC would require a written agreement between the parties, which may require approval from the Fremont City Council. Staff anticipates that agreement be finalized in October with applications received in November and rent payments delivered in December.

Proposed \$200,000 Allocation for Small Business Grants

The objective of this program would be to provide a one-time \$5,000 grant to help Newark’s non-franchise, non-chain businesses with no more than 25 employees. An allocation of \$200,000 would provide assistance to 40 local businesses.

In the interests of infusing much needed cash into the local economy, staff recommends that the program be structured with little administration and submittal requirements. Thus there would be no requirements for how the monies would be spent; however, it is anticipated that it would serve as a source of capital to help avoid job loss, promote compliance with State-recommended operating procedures, promote safe business operations, and other similar uses.

In order to maintain fairness between all the businesses in Newark that are suffering as a result of the pandemic, staff recommends that the program be advertised for a period of approximately two weeks. All eligible applications received during this period would then be entered into a lottery and 40 applications would be selected at random. Finance staff would then provide the grant to the selected businesses as soon as possible.

Staff recommends that the program contain the following eligibility requirements that applicants would have to satisfy in order to be placed into the lottery:

- Have been in business for at least one (1) year as of March 17, 2020 (which is the date of the Shelter-in-Place Order issued by the Alameda County Public Health Officer);
- Can demonstrate at least a 25% reduction in revenues due to COVID-19;
- Is not a franchise or chain business;
- No more than 25 employees;
- Have a physical storefront or place of business in a commercial-designated facility in Newark (this would mean that home-based businesses would not qualify); and
- Have a valid Newark Business License on file with the City.

The purpose of this program would be to support local businesses that are sustaining business losses as due to the COVID-19 pandemic. To that end, staff recommends that the following businesses be considered ineligible from receiving a grant:

- Franchises that are corporately-owned;
- Home-based businesses;
- Hotels/motels;
- Retail chain stores; and
- Financial Institutions, and Industrial uses (except Custom Manufacturing and Small scale food and beverage manufacturing), as defined in Newark Municipal Code, Chapter 17.45 (Use Classifications). The intent of this provision is to render professional services (such as accountants, architects, engineering services, healthcare professionals, attorneys, banking/lending institutions, and insurance companies) ineligible from receiving the grant because they have largely been unaffected by the pandemic.

It is anticipated that City staff would administer the program. Information provided by applicants would not be sensitive to a point where a third-part administrator would be required to protect applicant privacy. The City would promote the program and issue grants directly to the grant recipient.

Summary – The City of Newark has been allocated over \$600,000 to use for various COVID-19 related expenses. The City has already incurred a significant amount of expenses related to COVID-19; however, there is a clear need for rental assistance and business relief. Equally apportioning the \$600,000 between the three main expenditures (i.e., existing miscellaneous programs, rental relief, and small business grants) appears equitable. It would allow the City to recover some of its costs, provide direct relief to Newark residents, and help Newark businesses on their road to recovery. Furthermore, if the City ends up incurring expenses that are not reimbursable under the CARES Act, then City can submit a request for 75% reimbursement for qualifying expenditures with FEMA.

A resolution has been prepared that would effectuate this plan by allocating the monies to these categories. The resolution would also authorize the City Manager to make adjustments to the spending plan, if necessary, because the situation is fluid, there is a desire to maximize all reimbursements, and all CARES Act funds must be spent by the end of the year. Along similar lines, staff also recommends that the Council authorize the City Manager to execute all agreements and such similar documents to carry out the spending plan in a form acceptable to the City Attorney. This would include an agreement with a third-party administrator to manage residential rental assistance program.

Attachments – Proposed Resolution & Funding Plan

Action – Staff recommends that the City Council, by resolution, approve the NEWARK CARES Funding Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE NEWARK CARES ACT FUNDING
PLAN

WHEREAS, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease named “coronavirus disease 2019” (“COVID-19”); and

WHEREAS, COVID-19 is easily transmissible from person to person, and community spread of the diseases has occurred throughout the United States and California, including in Alameda County; and

WHEREAS, on January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation’s healthcare community in responding to COVID-19; and

WHEREAS, on March 1, 2020, the Alameda County Health Officer declared a public health emergency throughout the County of Alameda relating to COVID-19, which was ratified by the Alameda County Board of Supervisors on March 10, 2020; and

WHEREAS, on March 4, 2020, the Governor of California proclaimed a state of emergency regarding COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national state of emergency in response to the spread of COVID-19 within the United States of America; and

WHEREAS, on March 16, 2020, due to an escalating increase in the number of COVID-19 cases in Alameda County, the City Manager, acting as Director of Emergency Services, found that the conditions related to the COVID-19 pandemic were of extreme peril to the safety of persons and property within the territorial limits of the City and thus proclaimed a local emergency pursuant to Newark Municipal Code Section 2.16.060 and Government Code Section 8558; and

WHEREAS, on March 16, 2020, the Alameda County Health Officer, issued a legal order directing residents in Alameda County to shelter at home beginning March 17, 2020. The order in Alameda County limited activity, travel, and business functions to only the most essential needs (the “shelter in place order”); and

WHEREAS, on March 19, 2020, the Governor of California issued Executive Order N-33-20 ordering all individuals within the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of the federal critical infrastructure sectors, critical government services, schools, childcare, and construction (the “State order”); and

WHEREAS, the City has incurred costs necessary for the City to continue to function and respond to the COVID-19 pandemic including, but not limited to, costs related to establishing technology to allow employees to continue operating away from City facilities, personnel costs to allow employees to limit interaction and help mitigate the potential spread of COVID-19, and costs necessary to comply with federal leave benefits; and

WHEREAS, the shelter in place order and the State order have been modified to gradually allow some activity under limited circumstances and social distancing guidelines, but both remain in place and large segments of the economy remain closed or severely limited; and

WHEREAS, during this time, many businesses are experiencing substantial declines in business income as a result of business closures or the loss of hours, which threatens businesses ability to pay rent, maintain payroll, and continue operating; and

WHEREAS, businesses are an integral part of the economy and community of Newark; and

WHEREAS, local businesses are a significant source of jobs, tax revenue and essential services for the community; and

WHEREAS, business closures will negatively impact the local economy by laying off employees and ceasing to provide services to residents of the City, and negatively impact local health by reducing the number of retail and commercial spaces available to provide essential services while maintaining social distancing, and will decrease tax revenues available to the City to respond to COVID-19 and other public health and safety concerns; and

WHEREAS, various governmental entities, including the City and the State, have taken actions to prevent evictions as a result of illness or income loss due to COVID-19 intended to promote stability and fairness within the residential and commercial rental market during the COVID-19 pandemic, and to prevent avoidable homelessness and evictions; and

WHEREAS, displacement through eviction destabilizes the living situation of tenants and impacts the health of Newark residents and businesses by uprooting children from schools, disrupting the social ties and networks that are integral to citizens' welfare and the stability of communities within the City; and

WHEREAS, in March 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act, an economic stimulus package in response to the economic impacts associated with the COVID-19 Pandemic; and

WHEREAS, the Fiscal Year 2020-21 California State Adopted Budget included \$500 million from this funding for cities, with \$275 million to be allocated, on a per population basis, to cities with populations below 300,000; and

WHEREAS, staff anticipates that the City will receive \$604,590 in funding pursuant to the State budget allocation; and

WHEREAS, staff anticipates that the City will incur approximately \$204,590 in expenses to respond to the COVID-19 pandemic; and

WHEREAS, to assist businesses that are experiencing, and will continue to experience, severe negative economic impacts due to the COVID-19 pandemic, the City desires to utilize CARES Act funding to provide up to \$200,000 in \$5,000 one-time grants to assist qualifying businesses; and

WHEREAS, to assist residential tenants and landlords that have experienced and will continue to experience income loss as a result of the COVID-19 pandemic, the City desires to utilize CARES Act funding to provide up to \$200,000 in \$2,500 one-time grants to assist with amounts due as a result of inability to pay rent due to COVID-19; and

WHEREAS, pursuant to the Federal guidelines established for the CARES Act and described in the accompanying Staff Report to this Resolution, the City plans to expend the entirety of this allocation by December 30, 2020 and any unused funds shall be returned to the US Treasury.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the CARES Act Spending Plan, attached as **Exhibit A** to this Resolution which is hereby incorporated by reference.

BE IT FURTHER RESOLVED that due to the time constraints associated with the CARES Act funding, the City Manager is authorized to adjust this spending plan to ensure the proper and timely expenditure of such funds.

BE IT FURTHER RESOLVED that the City Council of the City of Newark authorizes the City Manager to take all appropriate action and make, enter and execute any agreements and similar documents in a form acceptable to the City Attorney, and take any actions, necessary and proper to effectuate the intent of this resolution.

EXHIBIT “A” TO RESOLUTION APPROVING NEWARK CARES FUNDING PLAN

Revenue:

CARES Act Allocation: \$604,590

Expenses:

Small Business Grant Program: \$200,000

Rental Assistance Grant Program: \$200,000

Miscellaneous Expenses: \$204,590

(Includes, but is not limited to, purchase of PPE, Telecommuting Equipment, Police overtime costs, Federal leave benefits under Families First Coronavirus Response Act., and food distribution programs.)